

**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
SUPPORTED EMPLOYMENT SERVICES**

This agreement, consisting of thirty-five (35) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

**Contractor Business Name  
Billing/Mailing Address  
City, State Zip**

(“Contractor”), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

**RECITALS**

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is the designated state agency authorized to provide Supported Employment Services (SE) for Oklahomans with the most significant disabilities to employment pursuant to 29 U.S.C. § 795 -795n, 34 C.F.R. Part 363 and the State Plan for Vocational Rehabilitation Services and Supplement for Supported Employment Services; and

**WHEREAS**, the Oklahoma Commission for Rehabilitation Services has promulgated rules governing the SE Program at O.A.C. 612:10-7-179 – 184; and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services desires to purchase SE services which will result in integrated, competitive employment with supports for individuals with the most significant disabilities to employment; and

**WHEREAS**, the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Office of Management and Enterprise Services pursuant to 74 O.S. § 85.7(A)(6)(f); and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized to enter into this contract pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures.

**NOW THEREFORE**, the DRS and the Contractor agree as follows:

**I. Contract Period**

The Contract is effective from the latest date of signature of both parties or July 1, 2022, whichever is the latter, through June 30, 2023. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

## II. Contract Services

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving supported employment and the qualifications and performance expectations for the Contractor delivering services under this Contract.

### A. Definitions for Supported Employment

Supported Employment provided under the provisions of this contract must comply with the definitions as described. Some definitions below refer to the Work Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:

<https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf>

#### 1. **Competitive, integrated employment** means work that:

- a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:
  - i) Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
  - ii) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
  - iii) In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
  - iv) Is eligible for the level of benefits provided to other employees; and
- b. **Is at a location:**
  - i) Typically found in the community, and;
  - ii) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and
  - iii) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

#### 2. **Employee's Work Week begins the first (1<sup>st</sup>) day of employment** and includes the next six (6) days. This sequence remains constant throughout employment. If the individual is placed in another job, the work week begins the first day of the new employment.

3. **Employment Consultant (EC)** refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer's specifications and learn the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.
4. **Employment Outcome** means, with respect to an individual, entering, advancing in, or retaining Full-time or, if appropriate, Part-time competitive integrated employment, as defined at 34 C.F.R. § 361.5(c)(9) (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined at 34 C.F.R. 361.5(c)(53), that is consistent with an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
5. **ESS** means Employment Support Services Unit of the DRS.
6. **ESS TA** means DRS Employment Support Services Technical Assistant.
7. **Extended Services (Updated FY 2023)** means ongoing support services provided to individuals with the most significant disabilities, including youth with the most significant disabilities, after the time-limited vocational rehabilitation services have been completed and job stabilization has been achieved. They consist of specific services, including natural supports, needed to maintain the supported employment placement. Extended services are paid from funding sources other than DRS and are specifically identified in the IPE, except that DRS may provide and pay for extended services for youth with the most significant disabilities for a period not to exceed 4 years or extend beyond the date when the youth reaches age 25.
8. **Highly Challenged** means: **intensive supports required for** an individual must meet at least two (2) or more of the following criteria:
  - a. Requires a personal care attendant at the job site.
  - b. Has exhibited an ongoing, documented pattern of explosive behavior, physical aggression, self-abuse, or destruction of property which would jeopardize his/her opportunity for achieving a successful employment outcome.
  - c. During the last two (2) years has experienced three (3) or more events (e.g., hospitalization, recurring health or mental health issues), or a total of twelve (12) weeks incarceration or other institutionalization, which interrupted work or ability to live independently.
  - d. Documentation (e.g. client statement, DRS Counselor confirmation, etc.) of rejection of the individual by other Contractors (e.g., employment, educational etc.) as being too difficult to serve.
  - e. Is a member of the Hissom class.
  - f. Meets eligibility criteria for the Program of Assertive Community Treatment (PACT) program.
  - g. Alcohol and/or substance abuse is a secondary disability which has resulted in loss of employment within the last two (2) years.
  - h. The individual's primary or secondary disability is Borderline Personality, Autism, Deaf-Blindness, Intellectual Disability, or Traumatic Brain Injury.
  - i. Has had three (3) or more required changes of anti-psychotic medications in the past year.

- j. Requires specialized assistive technology such as sensory aids, telecommunication devices, adaptive equipment, and/or augmentative communication devices to succeed in Employment.
- k. Other - Contractor must provide documentation to assigned ESS TA to support an additional employment limiting factor not listed above that would likely increase service costs and difficulty to serve

**9. Integrated setting** means:

- a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and
- b. With respect to an employment outcome, means a setting:
  - i) Typically found in the community, and;
  - ii) Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

**10. Job Accommodation** is an adjustment to a job or work environment that makes it possible for an individual with a disability to perform their job duties. Accommodations may include specialized equipment, modifications to the work environment or adjustments to work schedules or responsibilities. Not all people with disabilities (or even all people with the same disability) need the same accommodation. For example, a job applicant who is deaf may need a sign language interpreter during the job interview; an employee who is blind or who has low vision may need someone to read information posted on a bulletin board; and an employee with diabetes may need regularly scheduled breaks during the workday to monitor blood sugar and insulin levels.

**11. Metro Contractor** is a contractor whose primary service areas are Lawton, Oklahoma City, Tulsa, and surrounding areas.

**12. Natural supports** mean any assistance, relationships or interactions that allow an individual to maintain employment in ways that correspond to the typical work routines and social interactions of other employees. Natural supports may be developed through relationships with co-workers or put into place by the adaptation of the work environment itself, depending on the support needs of the individual and the environment.

**13. Ongoing Support Services**, as used in the definition of supported employment, means services that:

- a. Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment;
- b. Are identified based on a determination by the DRS of the individual's need as specified in an individualized plan for employment;
- c. Are furnished by the DRS from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and

thereafter by one or more extended services providers throughout the individual's term of employment in a particular job placement;

- d. Include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on:
  - i) A minimum of, twice-monthly monitoring at the worksite of each individual in supported employment; or
  - ii) If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual;
- e. **Consist of:**
  - i) Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described at 34 C.F.R. § 361.5(c)(5)(ii);
  - ii) The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;
  - iii) Job development and training;
  - iv) Social skills training;
  - v) Regular observation or supervision of the individual;
  - vi) Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement;
  - vii) Facilitation of natural supports at the worksite;
  - viii) Any other service identified in the scope of vocational rehabilitation services for individuals, described in § 361.48(b); or
  - ix) Any service similar to the foregoing services.

**14. Post-Employment Services (New FY 2023) Post-employment services are defined in 34 C.F.R. § 361.5(c)(41) as one or more of the VR services identified in 34 C.F.R. § 361.48(b) that are provided subsequent to the achievement of an employment outcome and that are necessary for an individual with a disability to maintain, regain, or advance in employment, consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. As described in the note following the regulatory definition of "post-employment services" at 34 C.F.R. § 361.5(c)(41), post-employment services are:**

- a. **Provided under an amended individualized plan for employment (IPE); thus, a re-determination of eligibility is not required;**
- b. **Limited in scope and duration; and**
- c. **Available to meet rehabilitation needs that do not require a complex and comprehensive provision of services.**

**Thus, after the employment outcome has been achieved but before the individual is reported as having exited the VR program is the period of time that the individual is**

**most likely to need discrete short-term services (i.e., post-employment services) to ensure that the employment outcome can be maintained.**

- 15. Rural Contractor** is a contractor whose primary service areas are not covered by the Metro definition.
- 16. Situational Assessment** is used to determine the best match between an individual, a type of job, and a work environment. Situational assessment (also known as job sampling, on-the-job assessment, or environmental assessment), is assessment using actual employment and community settings.
- 17. Stabilization** means the time period when EC support is reduced to the long-term maintenance level where the individual retains employment, and personal satisfaction with the job, as well as employer satisfaction with the individual's job performance.

**18. Supported Employment (SE) (Updated FY 2023)**

- a.** means competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with the most significant disability, is working on a short term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests and informed choice of the individual including with ongoing support services for individuals with the most significant disabilities:
- i)** For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and
  - ii)** Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated state unit, in order to perform this work.
- b.** For purposes of this part, an individual with a most significant disability, whose supported employment in an integrated setting does not satisfy the criteria of competitive integrated employment, as defined in paragraph (c)(9) of this section is considered to be working on a short-term basis toward competitive integrated employment so long as the individual can reasonably anticipate achieving competitive integrated employment -
- i)** Within six months of achieving a supported employment outcome; or
  - ii)** In limited circumstances, within a period not to exceed 12 months from the achievement of the supported employment outcome, if a longer period is necessary based on the needs of the individual, and the individual has demonstrated progress toward competitive earnings based on information contained in the service record

**19. Supported Employment Services** means ongoing support services, including customized employment, and other appropriate services needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment that are:

- a.** Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;
- b.** Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;

- c. Provided by the DRS for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and
- d. Following transition, as postemployment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

**20. Team Meeting (Updated FY 2023)** is a meeting between individual, guardian, EC, DRS Counselor, and all other team members chosen by the individual and/or guardian. The individual, or with the support of a designee identified by the individual, will lead the meeting. (A Team Meeting is required during the Stabilization (ST) milestone, but additional team meetings can be conducted at any time, as needed.)

**21. Temp-To-Hire** is sometimes referred to as a probationary period and is utilized by an employer to evaluate the individual's readiness to be hired for permanent full or part-time employment. This must be the employer's typical hiring practice for the position.

## **B. Supported Employment Service Model (Overview of Contract Objectives)**

Supported Employment is for individuals with the most significant disabilities (Priority Group 1) who require:

1. Substantial assistance to verify or modify the vocational goal;
2. Substantial assistance to prepare the individual during the job search process;
3. A significant degree of job site support to learn job tasks, gain work adjustment skills and stabilize in employment, and;
4. Long-term support to retain employment.

Youth currently enrolled in high school can begin receiving services from the assessment and vocational preparation milestones under this contract during their final semester.

At the time of referral, the DRS Counselor will provide the Contractor with copies of the following documents:

1. DRS-C-301 Employment Services Referral;
2. DRS-C-21 Eligibility Determination;
3. DRS-C-29 Individualized Plan for Employment (IPE); and
4. DRS Personal Information report (AWARE).

The DRS Counselor, working with the individual and the Contractor, will determine whether the individual needs regular supports or intensive supports based on meeting the Highly Challenged Criteria. **(See Section C. Highly Challenged Criteria below)**

Once the intake appointment is scheduled, the Contractor will send an **ESS-C-398 SE Authorization Request & Billing Form to the DRS Counselor**. The DRS Counselor will authorize for the milestones within five (5) business days. **(PLEASE NOTE: Since R4 begins the first day of employment, PL and R4 will be authorized at the same time.)**

Prior to the initiation of services, the SE Milestones and travel, if applicable, must be **pre-authorized** by the DRS Counselor. The Contractor should contact the DRS Counselor to request the **Authorization for Purchase**, if not received within five (5) business days.

The **ESS-C-133 DRS Counselor Monthly Update Form(s)** must be completed when any milestone extends beyond one month starting one month from initial referral date. The monthly update should be submitted as an email attachment to the DRS Counselor.

**In addition to the required Team Meeting during the Stabilization Milestone, optional Team Meetings can be conducted anytime throughout the delivery of services as needed to address concerns related to the assessments, job search, occupation, accommodations, support needs, social skills, individual's progress toward a successful employment outcome, or other.**

**Team Meetings are preferred to be in-person but can be conducted using other technology-assisted communication. (Such as: conference calls, Zoom, Teams, Skype, or other virtual platforms/apps, to allow for real-time participation by all team members.) When using other technology-assisted communication, the individual must be physically present with either the DRS Counselor or Contractor.**

**When an optional Team Meeting is conducted, an ESS-C-173 Team Meeting Report must be completed by the Contractor and emailed to the DRS Counselor identifying the Team Members present and summarizing the results of the meeting. The ESS-C-173 Team Meeting Report should be emailed to the DRS Counselor as soon as possible.**

If an individual loses their job before the completion of the EM milestone, the Contractor is required to replace the individual in another job at no cost to the DRS and continue to provide the training and supports necessary to achieve a successful employment outcome.

**Temporary Employment is not appropriate under any milestone contract.**

### **C. Highly Challenged Criteria**

If the Counselor determines an individual meets the Highly Challenged Criteria during the provision of services, an **ESS-C-413 Highly Challenged Criteria Form** with narrative justification of qualifying criteria will be completed and submitted to the Contractor for their records.

When the Contractor requests the Highly Challenged Rate, a completed Highly Challenged Criteria Form with narrative justification of qualifying criteria must be completed and submitted to the DRS Counselor for approval. The DRS Counselor will determine whether the individual meets the criteria for the rate.

In order to be considered for the Highly Challenged rates, an individual must meet two (2) or more of the following criteria:

1. Requires a personal care attendant at the job site.
2. Has exhibited an ongoing, documented pattern of explosive behavior, physical aggression, self-abuse or destruction of property which would jeopardize his/her opportunity for achieving a successful employment outcome.
3. During the last two (2) years has experienced three (3) or more events (e.g., hospitalization, recurring health or mental health issues), or a total of twelve (12) weeks incarceration or other institutionalization, which interrupted work or ability to live independently.
4. Documentation (e.g., client statement, DRS Counselor confirmation, etc.) of rejection of the individual by other Contractors (e.g., employment, educational etc.) as being too difficult to serve.

5. Is a member of the Hissom class.
6. Meets eligibility criteria for the Program of Assertive Community Treatment (PACT) program. (Available through ESS TA)
7. Alcohol and/or substance abuse is a secondary disability which has resulted in loss of employment within the last two (2) years.
8. The individual's primary or secondary disability is Borderline Personality, Autism, Deaf-Blindness, Intellectual Disability, or Traumatic Brain Injury.
9. Has had three (3) or more required changes of anti-psychotic medications in the past year.
10. Requires specialized assistive technology such as sensory aids, telecommunication devices, adaptive equipment, and/or augmentative communication devices to succeed in Employment.
11. Other - **Contractor must provide documentation to assigned ESS TA** to support an additional employment limiting factor not listed above or another disability that would likely increase service costs and is more difficult to serve (must have at least one (1) other category documented first). Assigned ESS TA must approve in writing in advance. **This is only applicable if choosing "Other" as a criteria.**

**D. Milestone Rates**

The milestones for this contract can only be authorized once per case, per Contractor. The Contractor will only provide services if the milestone(s) has/have been pre-authorized by the DRS Counselor and the **Authorization for Purchase** has been received by the Contractor.

When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing and an **Authorization for Purchase** at the **current state rate** must be received from DRS Counselor **prior** to travel.

Billing must include all **Required Case Documentation for Payment** for the milestone(s), should be typed or legibly written, and submitted to the DRS Counselor. Payment of a milestone will constitute payment in full for all services delivered, except for mileage reimbursement, if authorized.

**1. Regular Rates:**

- a. AS Milestone: Assessment and Career Planning.....\$625.00
- b. VP Milestone: Vocational Preparation (Optional) .....\$625.00
- c. PL Milestone: Job Placement.....\$1,688.00
- d. R4 Milestone: Four (4) Weeks Job Support .....\$2,250.00
- e. R8 Milestone: Eight (8) Weeks Job Support.....\$1,688.00
- f. ST Milestone: Job Stabilization .....\$2,125.00
- g. EM Milestone: Successful Employment .....\$2,875.00

**2. Highly Challenged Rates:**

- a. AS Milestone: Assessment and Career Planning .....\$ 625.00
- b. VP Milestone: Vocational Preparation (Optional) .....\$ 625.00

- c. PL Milestone: Job Placement ..... \$3,125.00
- d. R4 Milestone: Four (4) Weeks Job Support ..... \$1,875.00
- e. R8 Milestone: Eight (8) Weeks Job Support..... \$1,875.00
- f. ST Milestone: Job Stabilization ..... \$2,125.00
- g. EM Milestone: Successful Employment ..... \$4,125.00

**E. Supported Employment Milestone Descriptions**

**1. SE AS Milestone: Assessment**

- a. **Service Description: ESS-C-398 SE Authorization Request & Milestone Billing Form** must be submitted to the DRS Counselor once the intake appointment is scheduled unless authorization is received with referral.

The Contractor will develop an **ESS-C-278 Plan for Assessment** with the individual. The Plan for Assessment will use the individual’s **IPE vocational goal** to identify two (2) appropriate sites for the situational assessments. **The situational assessments will be used to identify skills, areas of interest, desired work environments, and priorities for the individual.**

Justification must be documented on the Plan for Assessment when either assessment is **NOT** related to the **IPE vocational goal**.

The completed Plan for Assessment must be emailed to the DRS Counselor for modification or approval.

The DRS Counselor has five (5) business days to respond from date of the Contractor’s email. If the DRS Counselor does not respond within five (5) business days, and at least one (1) of the identified assessments is related to the IPE vocational goal, then the Contractor can proceed with the assessments. When **neither** of the planned assessments are related to the individual’s **IPE vocational goal**, the DRS Counselor’s written approval must be obtained to proceed with the assessments.

The Contractor must have a copy of the DRS IPE prior to conducting the Situational Assessments to comply with Department of Labor (DOL) 64c08.

An **ESS-C-161 Job Analysis** will be completed **prior** to the start of each situational assessment to identify the critical components of the job. A minimum of two (2) situational assessments, at least two (2) hours each, will be completed in two (2) different integrated work settings. The **ESS-C-161 Job Analysis** and the **ESS-C-139 Situational Assessment Report** will be used to complete the **ESS-C-297 Compatibility Analysis**.

If the first situational assessment results in employment, a second situational assessment is not required for payment. The Contractor may choose to complete one (1) situational assessment in their facility if it is based on an actual job which matches the individual’s vocational goal on the IPE.

An **ESS-C-289n Job Description** must be submitted if an in-house situational assessment is completed.

The **ESS-C-310 Assessment Milestone Report** will be completed in collaboration with the individual to document individual's educational and vocational history, skills, and observations during this milestone.

In limited cases, it may be determined an individual does not need the assessment milestone because:

- i) the individual recently completed a WAT program with the current Contractor;
- ii) the individual has long-term experience working with the current Contractor;
- iii) the individual has accepted employment prior to completing assessment, but still needs onsite supports to be successful, or;
- iv) other

When the assessment milestone is **not** used, the **DRS Counselor** must justify this decision in a case narrative.

b. **Outcome:** The Contractor has provided sufficient information to the DRS Counselor to verify or modify the vocational goal and the weekly work goal as specified in the IPE and identified supports the individual may need for successful employment.

c. **Complete and Submit All Required Case Documentation for Payment of SE AS Milestone to the DRS Counselor:**

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (email each month to DRS Counselor as an attachment required only when SE AS Milestone lasts more than one (1) month from date of referral, email the form each month to DRS Counselor, submit separately from milestone documentation)**
- iii) **ESS-C-139 Situational Assessment Reports**
- iv) **ESS-C-161 Job Analysis (completed prior to each situational assessment)**
- v) **ESS-C-278 Plan for Assessment**
- vi) **ESS-C-278n DRS Counselor email/written response to Plan for Assessment, when received (required when both assessments are NOT related to the IPE vocational goal)**
- vii) **ESS-C-289n Job Description (required when in-house situational assessment is completed)**
- viii) **ESS-C-297 Compatibility Analysis**
- ix) **ESS-C-310 Assessment Milestone Report**
- x) **ESS-C-398 SE Authorization Request & Milestone Billing Form**
- xi) **ESS-C-413 Highly Challenged Criteria Form with documentation (email to DRS Counselor, and email to ESS TA only if choosing "Other" on the form, if applicable)**

## 2. **SE VP Milestone: Vocational Preparation (Job Club) (Optional Service)**

a. **Vocational Preparation** is intended for individuals who can benefit from classroom training and can transfer skills learned to a real-world employment setting.

Individuals who may benefit from this service include but not limited to those with:

- i) little or no competitive work experience, and/or;
- ii) difficulty maintaining successful employment, and/or;
- iii) multiple jobs over a short period of time, and/or;
- iv) other, as determined by DRS Counselor

This service may be used only one (1) time, but at any point in the employment process.

- b. Service Description:** The individual will complete Job Club training, a vocational exploration process, consisting of a minimum of **fifteen (15) hours** and conducted individually or in a group of no more than eight (8) individuals.

Job Club will be provided by an EC who has completed the Job Club Train-the-Trainer training. The Contractor will maintain an ESS-C-321 Job Club Sign-In Sheet for each individual's attendance which includes a list of the training goals achieved each day.

- c. Outcome:** The individual has successfully completed all Job Club training goals including but not limited to:

- i) Work adjustment skills and ego strength building;
- ii) Substantial assistance in learning how to obtain and maintain employment;
- iii) Clarification of strengths, interests and career choice;
- iv) Short-term and long-term vocational goals.

- d. Complete and Submit All Required Case Documentation for Payment of SE VP (Job Club) Milestone to the DRS Counselor:**

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See D. Milestone Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)* (required only when SE VP Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)**
- iii) **ESS-C-317n** Copies of summary pages from vocational interest inventories
- iv) **ESS-C-321 *Job Club Sign-In Sheet***
- v) **ESS-C-325** Copy of *Certificate of Completion* issued to individual
- vi) **ESS-C-398 *SE Authorization Request & Milestone Billing Form***

### **3. SE PL Milestone: Job Placement**

- a. Service Description:** The Contractor will prepare the individual and support them during the job placement process. **R4 begins the first (1<sup>st</sup>) day of SE Placement. (Refer to the R4 Milestone Service Description for the required number of support visits and time required per support visit.)**

An **ESS-C-161 *Job Analysis*** must be completed before the first (1<sup>st</sup>) day of work.

**Prior to or on** the start date **of the initial job only**, the **ESS-C-157 *Pre-Placement Information Form*** will be completed and emailed to the DRS Counselor and ESS TA.

An individual under this contract may not become an employee of the Contractor or any business owned by the Contractor or his/her employees, **unless** the individual receives compensation at no less than the median hourly wage for the **region or city** based on job type and location (*i.e. Enid, OK Metropolitan Statistical Area (MSA); Fort Smith, AR – OK MSA; Lawton, OK MSA; Oklahoma City, OK MSA; Tulsa, OK MSA; NE OK Balance of State Areas (BOS); NW OK BOS; SE OK BOS; or SW OK BOS*), or the combination of the individual's hourly wage and hourly health and/or wellness benefit(s) are equal to or more than the median hourly wage for the **region or city** based on job type and location as identified in the applicable U.S. Department of Labor/Employment and Training Administration (USDOL/ETA) website at:

<https://www.onetonline.org/>

**Only** when the individual is hired by the Contractor, prior to or on the first (1<sup>st</sup>) day of work, the **ESS-C-213n** O\*NET median hourly wage documentation for the respective **region or city** must be emailed to the DRS Counselor and ESS TA along with the **ESS-C-157 Pre-Placement Information Form** (*the breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the ESS-C-157 Pre-Placement Information Form*).

The **ESS-C-161 Job Analysis** (completed before the first (1<sup>st</sup>) day of work) and **ESS-C-139 Situational Assessment Reports** will be used to identify specific supports and accommodations on the **ESS-C-185 Job Accommodation Form**.

If the individual loses their job prior to the completion of five (5) days on the job, **upon notification of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **Prior to or on** the re-placement start date, the Contractor will submit the updated **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. [NOTE: for re-placement, **ESS-C-161 Job Analysis** (completed before first (1<sup>st</sup>) day of work); **ESS-C-185 Job Accommodation Form**, and **ESS-C-229 Natural Supports Plan** are submitted with next billing.]

- b. **Outcome:** The individual has been employed in a job of his/her choice that meets the requirements of supported employment and has completed five (5) working days on the job. An individual can be placed in a family business if the job meets the definition of competitive integrated employment. The Contractor has identified needed supports and assisted the individual with negotiating job accommodations.
- c. **Complete and Submit All Required Case Documentation for Payment of SE PL Milestone to the DRS Counselor:**
  - i) **ESS-C-117 Travel Log and Invoice** (when travel is authorized. See D. Milestone Rates)
  - ii) **ESS-C-133 DRS Counselor Monthly Update Form(s)** (required only when SE PL Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)
  - iii) **ESS-C-157 Pre-Placement Information Form** (submit prior to or on the start date of the initial job only, email to DRS Counselor and Cc ESS TA)
  - iv) **ESS-C-161 Job Analysis** (completed before first (1<sup>st</sup>) day of work for initial placement)
  - v) **ESS-C-166 Placement Report** (counts as final DRS Monthly Update for SE PL milestone)

- vi) **ESS-C-185 Job Accommodation Form (for initial placement)**
- vii) **ESS-C-213n** Prior to or on start date, when hired by the Contractor, **ESS-C-213n O\*NET median hourly wage documentation** for the **region or city** where the job is located (email to DRS Counselor and Cc ESS TA)
- viii) **ESS-C-398 SE Authorization Request & Milestone Billing Form**

**If termination and/or replacement occurs:**

- ix) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
  - x) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of replacement, update the above form with new job information; email to DRS Counselor and Cc ESS TA)**
  - xi) **ESS-C-161 Job Analysis (completed before first (1st) day of work for replacement)**
  - xii) **ESS-C-185 Job Accommodation Form (for re-placement)**
- 4. SE R4 Milestone: Four (4) Weeks Job Support (Retention – four (4) weeks)**
- a. **Service Description:** The Contractor will provide at least three (3) or more intensive onsite supports and training each week at a minimum of one (1) hour per support visit to assist the individual to learn their job duties and appropriate work-site behaviors.  
 For individuals receiving services under the **highly challenged criteria**, the Contractor will provide three (3) or more intensive onsite supports and training each week at a minimum of two (2) hours per support visit.  
 The Contractor will provide or arrange for implementation of supports as identified on the **ESS-C-229 Natural Supports Plan**. Any changes to specific supports and accommodations previously identified should be updated on the **ESS-C-185 Job Accommodation Form**.  
 If the individual loses their job, **upon notification of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **Prior to or on the re-placement start date**, the Contractor will submit the updated **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. **[NOTE: for re-placement, ESS-C-161 Job Analysis (completed before first (1st) day of work); ESS-C-185 Job Accommodation Form, and ESS-C-229 Natural Supports Plan are submitted with next billing.]**
  - b. **Outcome:** The individual has worked successfully for a minimum of four (4) weeks, beginning with the first (1<sup>st</sup>) day of employment and has received all appropriate support services. Only weeks where the hours worked exceeded forty percent (40%) of the weekly work goal are counted toward the minimum four (4) weeks.
  - c. **Complete and Submit All Required Case Documentation for Payment of SE R4 Milestone to the DRS Counselor:**
    - i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)**

- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when SE R4 Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)**
- iii) **ESS-C-185 Job Accommodation Form (only if updated)**
- iv) **ESS-C-225 Record of Hours Worked**
- v) **ESS-C-229 Natural Supports Plan**
- vi) **ESS-C-237n Current Pay Stub/Earnings Statement**  
**OR**  
**ESS-C-233 Employment Verification Form (signed by Employer and Employee)**
- vii) **ESS-C-338 R4 Milestone Report (counts as final DRS Monthly Update for SE R4 milestone)**
- viii) **ESS-C-398 SE Authorization Request & Milestone Billing Form**

**If termination and/or replacement occurs:**

- ix) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
  - x) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of re-placement, update the above form with new job information, email to DRS Counselor and Cc ESS TA)**
  - xi) **ESS-C-161 Job Analysis (completed before first (1st) day of work) (for re-placement)**
  - xii) **ESS-C-185 Job Accommodation Form (for re-placement)**
  - xiii) **ESS-C-229 Natural Supports Plan (for re-placement)**
- 5. SE R8 Milestone: Eight (8) Weeks Job Support (Retention – eight (8) weeks cumulative)**

- a. **Service Description:** The Contractor will provide at least one (1) or more onsite supports and training each week at a minimum of thirty (30) minutes per support visit.

For individuals receiving **services under the highly challenged criteria**, the Contractor will provide at least two (2) or more onsite supports and training each week at a minimum of thirty (30) minutes per support visit.

The Contractor will review/update all training and supports provided to the individual on the **ESS-C-229 Natural Supports Plan** and submit for payment if changes are made.

Any changes to specific supports and accommodations previously identified should be updated on the **ESS-C-185 Job Accommodation Form**.

If the individual loses their job, upon notification of termination, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **Prior to or on** the re-placement start date, the Contractor will submit the updated above **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. **[NOTE: for re-placement, ESS-C-161 Job Analysis (completed before first (1st) day of work);**

**ESS-C-185 Job Accommodation Form, and ESS-C-229 Natural Supports Plan are submitted with next billing.]**

- b. **Outcome:** The individual has worked successfully for a minimum of eight (8) weeks, beginning with the first (1<sup>st</sup>) day of employment and has received all appropriate support services. Only weeks where the hours worked exceeded forty percent (40%) of the weekly work goal are counted toward the minimum eight (8) weeks.
- c. **Complete and Submit All Required Case Documentation for Payment of SE R8 Milestone to the DRS Counselor:**
  - i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)**
  - ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when SE R8 Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)**
  - iii) **ESS-C-185 Job Accommodation Form (only if updated)**
  - iv) **ESS-C-225 Record of Hours Worked**
  - v) **ESS-C-229 Natural Supports Plan (only if updated)**
  - vi) **ESS-C-249 Employee Satisfaction Survey**
  - vii) **ESS-C-398 SE Authorization Request & Milestone Billing Form**
  - viii) **ESS-C-425 SE R8 Milestone Report (counts as final monthly update for SE R8 milestone)**

**If termination and/or replacement occurs:**

- ix) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- x) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of replacement, update the above form with new job information, email to DRS Counselor and Cc ESS TA)**
- xi) **ESS-C-161 Job Analysis (completed before first (1st) day of work) (for replacement)**
- xii) **ESS-C-185 Job Accommodation Form (for re-placement)**
- xiii) **ESS-C-229 Natural Supports Plan (for re-placement)**

**6. SE ST Milestone: Job Stabilization (twelve (12) or sixteen (16) weeks cumulative)**

- a. **Service Description:** The Contractor will provide at least one (1) onsite and one (1) offsite support and training at a minimum of fifteen (15) minutes per support visit, and one (1) employer contact during the four (4) week stabilization period.

For individuals receiving **services under the highly challenged criteria**, the Contractor will provide at least two (2) onsite and at least two (2) offsite supports and training at a minimum of fifteen (15) minutes per support visit and at least two (2) employer contacts during the entire eight (8) week stabilization period.

The Contractor will schedule a team meeting with the individual, DRS Counselor, Contractor, and any other team members **during this milestone** to review progress

toward a successful employment outcome. The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting.

The Team Meeting is preferred to be in-person but can be conducted using other technology-assisted communication. **(Such as: conference calls, Zoom, Teams, Skype, or other virtual platforms/apps, to allow for real-time participation by all team members.)** When using other technology-assisted communication, the individual must be physically present with either the DRS Counselor or Contractor.

The Team Meeting discussion can include but is not limited to the following topics:

- i) Individual's progress toward a successful employment outcome;
- ii) Individual's thoughts about the job;
- iii) Extended Services identified and initiated
- iv) Review the Employment Verification Form, if completed at time of meeting
- v) Accommodation needs;
- vi) Onsite/Offsite support needs;
- vii) Training needs;
- viii) Transportation;
- ix) Need for Onsite Supports and Training (Supplemental Employment Services contract);
- x) Other

The **ESS-C-173 Team Meeting Report** will include team members present, and will summarize the discussion about the individual's progress, needs identified, steps to be taken, and the team member responsible.

Extended services will be identified and initiated by the Contractor to keep the individual stabilized in long-term employment. Extended services may include but are not limited to natural supports, Developmental Disability Services (DDS) of the Oklahoma Human Services (OKDHS), Tribal VR Services, etc. The **ESS-C-253 Extended Services Statement verifying the source of extended services must be completed and submitted to the DRS Counselor for payment.**

If the individual loses their job, **upon notification of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **Prior to or on** the replacement start date, the Contractor will submit the updated above **ESS-C-181 Termination/Re-Placement Report** to the **DRS Counselor** and Cc the **ESS TA**. **[NOTE: for re-placement, ESS-C-161 Job Analysis (completed before first (1st) day of work); ESS-C-185 Job Accommodation Form, and ESS-C-229 Natural Supports Plan are submitted with next billing.]**

If individual is not stabilized during this milestone, the team meeting should discuss utilizing the Supplemental Employment Services contract for Onsite Supports and Training services.

- b. **Outcome: The team meeting was conducted, led by the individual or with support of their designee if needed. The team discussed and identified extended services, continued support needs, job stabilization and progress toward a successful employment outcome.**

The individual has worked successfully for a total of twelve (12) weeks, or sixteen (16) weeks for individuals receiving services under the highly challenged criteria, beginning with the first day of employment and has received all appropriate support services.

Only weeks where the hours worked meet the weekly work goal as identified in the IPE are counted toward completion of this milestone. To achieve job stabilization, **the individual must work at least one entire work week without EC support**. The employer is satisfied with the individual's job performance, and the individual is satisfied with the job.

**c. Complete and Submit All Required Case Documentation for Payment of SE ST Milestone to the DRS Counselor:**

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See D. Milestone Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)* (required only when SE ST Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)**
- iii) **ESS-C-173 *Team Meeting Report***
- iv) **ESS-C-225 *Record of Hours Worked***
- v) **ESS-C-249 *Employee Satisfaction Survey***
- vi) **ESS-C-253 *Extended Services Statement***
- vii) **ESS-C-398 *SE Authorization Request & Milestone Billing Form***
- viii) **ESS-C-430 *Stabilization Milestone Report* (report weeks nine through twelve (9-12) for Regular Support; report weeks nine through sixteen (9-16) for Highly Challenged) (counts as final DRS Monthly Update for SE ST Milestone)**

**If termination and/or replacement occurs:**

- ix) **ESS-C-181 *Termination/Re-Placement Report* (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- x) **ESS-C-181 *Termination/Re-Placement Report* (prior to or on start date of re-placement, update the above form with new job information, (email to DRS Counselor and Cc ESS TA)**
- xi) **ESS-C-161 *Job Analysis* (completed before first (1st) day of work) (for re-placement)**
- xii) **ESS-C-185 *Job Accommodation Form* (for re-placement)**
- xiii) **ESS-C-229 *Natural Supports Plan* (for re-placement)**

**7. SE EM Milestone: Successful Employment (additional ninety (90) calendar days)**

- a. **Service Description:** The Contractor will provide a minimum of two (2) onsite and/or offsite contacts for a minimum of fifteen (15) minutes per each contact and one (1) employer contact each month to ensure satisfaction and job retention.

If the individual loses their job, **upon notification of termination**, the Contractor will submit the **ESS-C-181 *Termination/Re-Placement Report***. On or prior to the re-placement start date, the Contractor will submit the updated **ESS-C-181**

*Termination/Re-Placement Report* to the DRS Counselor and ESS TA. **[NOTE: for re-  
placement, ESS-C-161 Job Analysis (completed before first (1st) day of work);  
ESS-C-185 Job Accommodation Form, and ESS-C-229 Natural Supports Plan are  
submitted with next billing.]**

If individual requires additional supports before or after completion of this milestone, the team can discuss utilizing the Supplemental Employment Services contract for Onsite Supports and Training services. Also, Extended Services for Transition are available to Transition-Age Youth, if needed for additional supports after Supported Employment milestones are completed.

- b. **Outcome:** The individual has been employed in a permanent job and has worked a minimum of ninety (90) calendar days beyond completion of the stabilization milestone. The Contractor has provided all appropriate training and support services, and extended services are in place. The employer is satisfied with the individual's job performance, and the individual is satisfied with the job.

Only weeks where the hours worked meet the weekly work goal, as identified in the IPE, are counted toward the required ninety (90) calendar days.

- c. **Complete and Submit All Required Case Documentation for Payment of SE EM Milestone to the DRS Counselor:**

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (email first two monthly updates to DRS Counselor as an attachment, submit separately from milestone documentation, ESS-C-437 SE EM Milestone Report counts as final monthly update)**
- iii) **ESS-C-225 Record of Hours Worked**
- iv) **ESS-C-237n Current Pay Stub/Earnings Statement**
- v) **ESS-C-249 Employee Satisfaction Survey**
- vi) **ESS-C-266 Employment Outcome Report (counts as final DRS Monthly Update for SE EM Milestone)**
- vii) **ESS-C-398 SE Authorization Request & Milestone Billing Form**

**If termination and/or replacement occurs:**

- viii) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- ix) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of re-  
placement, update the above form with new job information, email to  
DRS Counselor and Cc ESS TA)**
- x) **ESS-C-161 Job Analysis (completed before first (1st) day of work) (for re-  
placement)**
- xi) **ESS-C-185 Job Accommodation Form (for re-placement)**
- xii) **ESS-C-229 Natural Supports Plan (for re-placement)**

**F. Additional Employment Services**

1. **Service Description:** These milestones are intended for an individual who has completed the SE EM Milestone, is no longer employed and requires replacement **in a similar job** by the same Contractor, **prior to DRS case closure using post-employment services**. The Contractor's previous assessment, familiarity with the individual, and the individual's previous work experience should reduce the amount of work required to re-place the individual.

The Counselor, or Contractor (when requesting authorization to provide the additional employment services) must document reasons or circumstances leading to the need for re-placement:

- a. If extended services are not adequate to support re-placement, the Contractor must provide the DRS Counselor and Program Manager (PM) with a written report summarizing, but not limited to, the following information:
  - i) Individual or Employer-related reasons for job loss and what new employment support strategies will be used to ensure these problems do not re-occur
  - ii) The written report should be submitted to the DRS Counselor for approval. The final decision regarding authorization for Additional Employment Services will be made by the DRS Counselor and PM.
- b. **The following milestones will be authorized:**
  - i) VP Milestone: Vocational Preparation (Job Club) (optional)
  - ii) R4 Milestone: 4 Weeks Job Support
  - iii) ST Milestone: Job Stabilization
  - iv) EM Milestone: Successful Employment (additional ninety (90) calendar days)

Assessment, Job Placement, and eight (8) Weeks Job Support milestones are not utilized and will **not** be paid.

**2. Milestone Rates for Additional Employment Services:**

The Contractor will only provide services if the milestone(s) has been pre-authorized by the DRS Counselor. Payment of a milestone will constitute payment in full for all services delivered. **ALL Required Case Documentation for Payment of each pre-authorized milestone** will be submitted for payment to the DRS Counselor upon completion of the milestone. When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing; an authorization at the current state rate by DRS Counselor must be received prior to travel. The billing must include **ALL Required Case Documentation for Payment of each milestone** and should be typed or legibly written.

**a. Regular Rates:**

- i) VP Milestone: Vocational Preparation/Job Club (optional) .....\$625.00
- ii) R4 Milestone: four (4) Weeks Job Support.....\$2,250.00
- iii) ST Milestone: Job Stabilization .....\$2,125.00
- iv) EM Milestone: Successful Employment.....\$2,875.00

**b. Highly Challenged Rates:**

- i) VP Milestone: Vocational Preparation/Job Club (optional) .....\$625.00

- ii) R4 Milestone: four (4) Weeks Job Support .....\$1,875.00
- iii) ST Milestone: Job Stabilization .....\$1,875.00
- iv) EM Milestone: Successful Employment.....\$4,125.00

If the individual requests a new Contractor or if the individual is a Hissom Class member, then all of the standard Supported Employment milestones are available at the DRS Counselor’s discretion.

**G. Requirements for Adjusting Milestone Payments**

To qualify for a rate adjustment, the individual’s case must be open and active (no closed cases). The Contractor will submit written justification for the rate adjustment request to the DRS Counselor for change from Employment and Retention (ER) services to Supported Employment (SE) services.

1. If the individual was originally determined eligible and placed in Priority Group 1 (PG1) and referred for ER services based on the evaluation of their support needs at the time:
  - a. The Contractor provides written justification to the DRS Counselor requesting the individual be reevaluated for possible change from ER services to SE services.
  - b. The DRS Counselor may reevaluate utilizing the documentation submitted by the Contractor and/or request further documentation to determine if eligibility criteria for SE is met.
  - c. If the DRS Counselor determines the SE criteria has been met, they can amend the individual’s IPE, add SE services and send the amended IPE and Authorization for Purchase to the Contractor.
2. If the individual was originally determined eligible and placed in Priority Group 2 (PG2) and referred for Employment and Retention services:
  - a. DRS Counselor reevaluates the individual’s Priority Group status or the Contractor provides written documentation justifying the individual has more support needs than originally identified, or other information is obtained.
  - b. If the DRS Counselor determines the individual meets PG1 criteria, they will update eligibility to PG1, amend IPE, and move individual to SE for continued services. (Determination of Eligibility, amended IPE and Authorization for Purchase will be emailed to the Contractor).

The DRS Counselor will authorize and pay the difference between ER and SE milestone rates for all previously paid ER milestones. Payment of the adjusted rates will be completed on a separate authorization. (This is not considered backdating as the milestones were originally pre-authorized and paid under the ER contract) The DRS Counselor will authorize the remaining SE milestones using the normal process through closure.

<b>ER &amp; SE Milestones</b>	<b>ER Milestone Amount</b>	<b>SE Milestone Amount</b>	<b>Payment Adjustment Amount</b>
<b>AS</b>	\$413.00	\$625.00	\$212.00
<b>VP</b>	\$413.00	\$625.00	\$212.00

<b>PL</b>	\$413.00	\$1,688.00	\$1,275.00
<b>R4</b>	\$1,238.00	\$2,250.00	\$1,012.00

**H. Payment Guidelines for Temp-to-Hire Positions**

When the individual is placed in a temp-to-hire position as described in the definition, the Contractor will be paid for the milestones as follows:

**SE Services (see Service Descriptions above)**

1. **SE AS Milestone** will be paid prior to temp-to-hire placement.
2. **SE PL Milestone** will be paid after the individual has completed five (5) working days in the temp-to-hire position.
3. **SE R4 Milestone** will be paid to support the individual at the completion of first (1<sup>st</sup>) four (4) weeks in the temp-to-hire position and requirements of the R4 Milestone have been met.
4. **SE R8 Milestone** will be paid to support the individual at the completion of eight (8) weeks in the temp-to-hire position and all requirements of the R8 Milestone have been met.
5. **SE ST Milestone** will be paid when the individual is hired as a **permanent employee**, and all requirements of the ST Milestone have been met. (12 weeks or 16 weeks for individuals receiving supports under highly challenged criteria)
6. **SE EM Milestone** will be paid ninety (90) calendar days after completion of the SE ST Milestone as a permanent employee and all requirements of the EM Milestone have been met.

**I. Minimum Contract Goals for SE**

<b><u>All SE Contractors</u></b>	
Average Wage at closure	<b>\$10.55</b>
Average Hours per Week at closure (Individual's hours must meet or exceed IPE weekly work goal)	<b>26.63</b>
Assessment to Placement Percentage* **	<b>Placements</b> $\div$ <b>Assessments</b> <b>(50% minimum goal)</b>
Placement to Closure Percentage	<b>Closures</b> $\div$ <b>Placements</b> <b>(60% minimum goal)</b>

**\*Number of placements** divided by **number of assessments**

**\*\*If discovered during assessment the individual is not interested in pursuing competitive integrated employment, refer the individual back to the DRS Counselor. If the individual chooses not to continue with Supported Employment, then the case will not be counted in the Assessment to Placement Ratio.**

**(Trial work not used in SE)**

**J. Code of Professional Ethics**

All Contractors and all employees of the Contractors are required to abide by the six (6) principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics located at the following link:

<https://www.crc certification.com/code-of-ethics-4>

- 1. Autonomy:** To respect the rights of clients to be self-governing within their social and cultural framework.
- 2. Beneficence:** To do good to others; to promote the well-being of clients.
- 3. Fidelity:** To be faithful; to keep promises and honor the trust placed in them.
- 4. Justice:** To be fair in the treatment of all clients; to provide appropriate services to all.
- 5. Nonmaleficence:** To do no harm to others.
- 6. Veracity:** To be honest.

**K. Required Contractor Reporting**

- 1. General Reporting:** Contractors **should** report to the ESS TA when they are aware of a milestone being omitted or cancelled, when individuals change Contractors in the middle of

the program, the name of the Contractor's company is not included on the list of available Contractors in their area, or **other technical assistance needs**.

2. **Monthly updates to DRS Counselor:** Monthly updates are required beginning one month from the initial date of referral. When any milestone extends beyond one month, the EC will be required to complete and email the **ESS-C-133 DRS Counselor Monthly Update Form(s)** to the DRS Counselor each month summarizing the individual's current status including: activity, progress, problems, or additional support needs throughout the provision of contract services. This is submitted separately from the other required milestone documentation for payment. The individual milestone reports will be considered the final monthly update for each milestone.
3. **Mid-Year Reporting:** The Contractor is required to report their mid-year statistics related to the minimum contract goals for SE on the mid-year **ESS-A-010 Contract Evaluation** and submit a current copy of the **ESS-A-005 Contractor Staff and Training Form** by January 31<sup>st</sup>.
4. **Annual Reporting:** The Contractor is required to report their annual statistics related to the minimum contract goals for SE on the Annual **ESS-A-010 Contract Evaluation** by July 31<sup>st</sup>.
5. **Staff Reporting:** When any staff changes occur, Contractors must provide timely notification to **their ESS TA by email**. The email will include the following:
  - a. Name
  - b. Date National Background Check completed (See **note** below)
  - c. Start Date
  - d. Termination Date
  - e. Salary

**NOTE:** For the National Background Check, only the completion date is reported. Do **NOT** send the actual report. Retain copy of national background check on file for audit purposes. **(See section IV. Special Terms; B. National Background Checks; 3. Contract monitoring for required frequency of National Background Checks)**

Contractors must update and submit their **ESS-A-005 Contractor Staff and Training Form** with their mid-year reporting and annual contract renewal.

6. **Quality Assurance Review:** The Contractor is required to make their case records available for **quality assurance review** at any time at the request of the ESS Unit. ESS TA's are required to conduct Quality Assurance Reviews to evaluate contract compliance and identify training need(s) related to case documentation and/or contract requirements. DRS Counselor(s) may be included in the **quality assurance review** process.
7. **Monthly Contractor Production Report:** The Contractor is required to complete and submit the **ESS-A-080 Monthly Contractor Production Report** to ESS TA.
8. **Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by the ESS Unit.

## **L. Contractor Qualifications**

### **1. All Contractors**

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director and employ a minimum number of staff. To utilize the SE contract, the staff requirement is one and a half (1.5) Full Time Employee (FTE), to provide backup to ensure working individuals receive appropriate supports. A Contractor may not accept referrals unless the Project Director has successfully completed DRS Employment Consultant Training and received a certificate. Job Club Trainers must complete Job Club Train the Trainer training offered by The University of Oklahoma (OU) National Center for Disability Education and Training (NCDET) prior to delivering Job Club sessions.

Contractors are required to submit an **ESS-A-001 ESS Contractor Renewal Form** by email to their ESS TA to provide or update information and request contracts for the current or next fiscal year. **If not renewing for the next fiscal year, notify ESS TA in writing.**

**Contractors are required to complete the requested Contract(s), and a Non-Collusion Certificate (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.**

Contractors must submit a completed/updated **ESS-A-005 Contractor Staff and Training Form**, along with new training certificates for all training completed, **when staff changes occur**, with the mid-year **ESS-A-010 Contract Evaluation**, and when processing contracts each fiscal year.

When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the initial Contractor.

Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a ticket to work are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

To cancel contract, see section, V. Standard Terms, Subsection F. Cancellation of this Contract.

## **2. New Contractors**

The new Contractor and/or Project Director verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The new Contractor and/or Project Director must submit copies of the following:

- a. CEO/Project Director's current résumé;
- b. Project Director's Certification of Completion of Employment Consultant Training;
- c. Twelve (12) month projected budget of monthly income and expenditures;
- d. Evidence of financial solvency documenting liquid assets or lines of credit
  - i. At least fifty thousand dollars (\$50,000) serving Metro Areas, or;
  - ii. twenty-five thousand dollars (\$25,000) serving only Rural Areas, and;
- e. IRS W-9 form.

New Contractors must submit all required documentation no later than March 31<sup>st</sup> to initiate a contract and provide services during the current fiscal year.

## **M. Staff Qualifications**

1. **Supported Employment Project Directors:** Project Directors working under this contract must be **certified** by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), prior to initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must also attend required Project Directors' meetings as scheduled by the ESS Unit. Advanced notice to the ESS TA is required for an excused absence.
2. **Employment Consultant (EC):** The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars (\$20,000) per year. Contractors must utilize the **ESS-A-005 Contractor Staff and Training Form** to indicate training received by each EC working under this contract at the start of the contract year, and with the Mid-Year Contract Evaluation on January 31<sup>st</sup>. **Within six (6) months of their hire date, the EC must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.**
3. All EC's delivering services must also successfully complete the additional training courses described below within twelve (12) months of their hire date. The required training listed below is provided by OU-NCDET.
  - a. Social Security Work Incentives
  - b. Job Development/Marketing
  - c. Job Club Train the Trainer Training (**required if EC is conducting Job Clubs**)
  - d. Introduction to Positive Behavior Supports in the Workplace (**online training - prerequisite for *Positive Behavior Supports in the Workplace***)
  - e. Positive Behavior Supports in the Workplace
  - f. Instructional Supports
  - g. Blind Culture and Job Placement for Individuals with Vision Loss (**required by DRS Services to the Blind and Visually Impaired (SBVI)**)

To access required online training click on the following link:

<http://ncdetcourses.com>

**For additional assistance call: 1-405-325-2745**

4. **In addition to the required training listed above, all Project Directors and EC's are required to complete six (6) clock hours of new continuing education each year.**

Related areas for continuing education credit include, **but are not limited to:**

- a. Employment services,
- b. Management/leadership,
- c. Behavior management,
- d. Time management,
- e. Conflict resolution,
- f. Specific disabilities,
- g. Effective Teaching and Learning (ETL),
- h. Assistive technology, or

- i. Other as approved by ESS TA

Continuing education hours can be obtained through a variety of sources including, **but not limited to:**

- a. University of Arkansas Center for the Utilization of Rehabilitation Resources for Education Networking Training & Service (UA CURRENTS),
- b. On-line training provided by Virginia Commonwealth University Rehabilitation Research & Training Center (VCU RRTC),
- c. Workforce Innovation Technical Assistance Center (WINTAC),
- d. Vocational Rehabilitation Youth Technical Assistance Center (Y-TAC),
- e. Other DRS recognized sources, webinars, computer based training or in-service training approved by the ESS TA, or
- f. **ESS staff may periodically email other pre-approved training opportunities.**

**Note: CEU's obtained as part of job requirement related to employment services field may be approved by ESS TA.**

#### **N. Contract Compliance**

1. The ESS TA will review documentation and information below to determine if Contractor is following the contract:
  - a. Attendance at Project Director Meetings
  - b. Obtaining required training within time frames stated in contract (unless extensions are approved by ESS TA)
  - c. Completion of at least 6 hours of continuing education each contract year – related to field, by project director and employment consultants
  - d. Mid-Year Reporting with supporting documentation
  - e. Annual Reporting with supporting documentation (if updated from time of contract renewal)
  - f. Timely notification to ESS TA by email when staff changes occur. (Include: Name; Background Check Completion Date; Salary; Start Date, and Termination Date)
  - g. Quality Assurance Reviews (average of case reviews completed at Mid-Year and Annual Reporting)
  - h. Monthly Contractor Production Report
  - i. Pre-Placement Reports
  - j. Other contract requirements
2. Procedures:
  - a. The ESS TA will send an **ESS-A-035 Contract Compliance Review** to notify Contractor of their compliance status.
  - b. If a Contractor is found to be out-of-compliance, the ESS TA will determine if a plan of action is necessary.

- i. When required, Contractor will write a plan of action outlining the steps to be implemented to meet contract compliance within the next six (6) months.
- ii. The plan of action will be submitted to the ESS TA within thirty (30) days of receiving the **ESS-A-035 Contract Compliance Review**.
- iii. The ESS TA will review contract compliance again in six (6) months.
- iv. Upon review, the ESS TA will contact Contractor to discuss their progress and determine if an updated plan of action is required.
- v. If Contractor **fails** to follow through with their plan of action, Contractor must meet with the ESS Unit and develop a six (6) month plan of correction.
  1. The plan of correction will be reviewed by the ESS Unit at the end of six (6) months.
  2. If no progress has been made at that time, Contractor will be placed on probation, and all new referrals will be suspended.
    - a) Contractor is required to submit a monthly progress report while on probation.
    - b) When Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.
- c. Once Contractor is complying, the ESS TA will document this in writing and no further action is required.

#### **O. Contract Suspension**

When a Contractor is alleged to have violated ethical standards according to the Code of Professional Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payments of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e., Involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor's staff, DRS requires the Contractor to take immediate and appropriate action and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.

In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor and suspend the contract effective upon receipt of notice or at 5:00 PM on the fifth (5<sup>th</sup>) calendar day from the date DRS mailed the notice, whichever occurs first.

#### **P. Incentive Payments (send to ESS TA for payment)**

##### **Special Incentives**

Based on availability of DRS funds, one (1) special incentive payment may be earned per case if the following conditions are met, and proper documentation is provided as described below:

1. The Contractor may receive an incentive of five hundred dollars (\$500) per individual for a one (1) time payment upon completion of the **SE EM Milestone: Successful**

**Employment**, prior to DRS case closure, for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), individuals with HIV/AIDS, individuals who are legally blind, individuals who are deaf with primary communication of sign language, or individuals who are deaf/blind.

**For payment, Contractors must submit the following information to their ESS TA prior to submitting Required Case Documentation for Payment of SE EM Milestone to the DRS Counselor:**

- a. **ESS-A-020 Incentive Payment Form,**
- b. **All EM Milestone documentation, and,**
- c. **Records of any felony conviction(s) (Oklahoma convictions only) available at:**

<https://okoffender.doc.ok.gov>

**OR**

- d. **Documentation of eligible disability including DRS eligibility statement, related medical information or educational records or other identifying disability documentation.**

**OR**

2. The Contractor may receive an incentive of five hundred dollars (\$500) per individual for a one (1) time payment, **due upon successful closure by DRS Counselor**, when the individual earns more than **\$23.25** per hour. This amount is based on the average hourly wage for Oklahoma at the time this contract was written. For payment, Contractors must submit to their ESS TA the following:

- a. **ESS-A-020 Incentive Payment Form, and,**

- b. **All EM Milestone documentation, and,**

- c. **One of the following:**

- i) A copy of the most current paystub/earnings statement including the individual's name, address, payroll period, date issued and check amount **or**;
- ii) A wage verification letter on the employer's letterhead which indicates a breakdown of monthly wages and hours worked. The verification letter should also include the name of a contact person and telephone number.
- iii) Most recent Payroll Report from the employer which documents the individual's name, social security number, paycheck date, and breakdown of monthly payments, including a contact person and telephone number of the employer.

### **III. Compensation**

#### **A. Contract Amount**

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the approved fixed rates for the services authorized by the Contract. Payment shall be made upon receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount

set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

SAMPLE

## **B. Payment**

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS counselor who authorized services for each DRS client. The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

## **C. Lapse of Invoices/Claims**

Proper invoices documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

## **IV. Special Terms**

### **A. Travel Restriction**

Because this is a fixed rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

### **B. National Background Checks**

#### **1. Purpose**

To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.

#### **2. Authority**

DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.

#### **3. Contract monitoring**

The criminal background checks required by this rule shall be national in scope **and must be conducted at least once every three (3) years**. Contractor shall make the criminal background checks required by Paragraph IV.G.1 available for inspection and copying by DRS personnel upon request of DRS.

**V. Standard Terms**

**A. Equal Opportunity/Non-Discrimination**

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.* and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

**B. Lobbying Activities**

**The Contractor certifies the following:**

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C. Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

**D. Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

**E. Modification**

The Contract may only be modified by mutual consent of the parties in writing.

**F. Cancellation**

**1. With Cause:** In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

**2. Without Cause:** It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

**G. Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

**H. Subcontracting**

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

**I. Compliance With State And Federal Laws**

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

**J. Travel**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

**K. Client Confidentiality**

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

**L. Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

**M. Audit**

**1. Federal Funds**

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

**2. State Funds**

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

**3. Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58<sup>th</sup> Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

**N. Clean Air Act**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

**O. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

**P. Insurance**

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

**Q. Punitive Actions**

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

**R. Prior DRS/State Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract.

**S. Legal Employment Status Verification System**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is

defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify). through the Department of Homeland Security and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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**T. Contract Jurisdiction**

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

**U. Severability**

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

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**VI. Signatures**

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of  
Rehabilitation Services

Contractor

\_\_\_\_\_  
Signature                  Date

\_\_\_\_\_  
Signature                  Date

Kathy Lowry, CPPB, CPO  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

Manager Contracts & Purchasing  
\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Contact Person          Telephone

\_\_\_\_\_  
Contractor's Email Address

