#### STATE OF OKLAHOMA

DEPARTMENT OF REHABILITATION SERVICES

SUPPLEMENTAL EMPLOYMENT SERVICES PILOT PROJECT

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 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 Department of Rehabilitation Services desires to purchase supplemental employment services and/or other employment services which will result in integrated, competitive employment with supports for individuals with the most significant disabilities to employment; and

**WHEREAS**, the administrative rules of the Oklahoma Department of Rehabilitation Services authorize Supplemental Employment Services and/or other employment services for eligible individuals, O.A.C. **612:10-7**-2.3, **612:10-7-**170, **612:10-7-**184–188, **612:10-7**-242; and

WHEREAS, the Rehabilitation Act of 1973, 29 U.S.C.A. § 721(a)(4), promotes the concept of statewideness, and requires that the Oklahoma State Plan for Vocational Rehabilitation Services be in effect in all political subdivisions of the State of Oklahoma; and

WHEREAS, the Rehabilitation Act of 1973, 29 U.S.C.A. § 721(a)(18), authorizes innovation and expansion activities to improve the provision of vocational rehabilitation services to individuals with disabilities; 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:

1. **Contract Period**

The Contract is effective from the latest date of signature of both parties, or July 01, 2023, whichever is the latter, through June 30, 2024. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

1. **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 supplemental employment services, and qualifications and performance expectations for Contractors delivering services under this Contract.

* 1. **Definitions for Supplemental Employment Services and**

Supplemental Employment Services 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.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15980.pdf>

* + 1. Career Exploration is a continual process that provides the opportunity for an individual to gather information about their likes and dislikes related to employment. In addition, this includes opportunities for the individual to learn about careers and identify and explore potentially satisfying occupations and develop effective strategies to achieve a successful employment outcome.
    2. Competitive, integrated employment means work that:
       1. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:
          1. 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;
          2. 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
          3. 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
          4. Is eligible for the level of benefits provided to other employees; and
       2. Is at a location:
          1. Typically found in the community; and
          2. 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
          3. 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.
    3. Employee’s Work Week begins the first 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
    4. **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.
    5. Employment Outcome means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment, as 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.
    6. ESS means Employment Support Services Unit of the DRS.
    7. ESS TA means the DRS Employment Support Services Technical Assistant.
    8. Extended Services 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.
    9. Individualized Plan for Employment (IPE) is a plan developed by the individual and DRS Counselor designed to achieve a specific employment outcome chosen by the individual, and is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice consistent with the general goal of competitive integrated employment. (Refer to §361.45 and §361.46 for more details)
    10. Informational Interview refers to an informal conversation or meeting to learn about the real life experience of someone working in a specific job, career field, industry, or company of interest. Informational interviews are often casual and candid conversations where both parties focus on simply gathering and sharing knowledge.
    11. Integrated setting means:
        1. 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
        2. With respect to an employment outcome, means a setting:
           1. Typically found in the community; and
           2. 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.
    12. Internship refers to employer supervised training (on-the-job training), paid or unpaid, at a business or organization for a set timeframe to gain work experience or satisfy requirements for a qualification or profession.
    13. 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 others 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.
    14. ****Job Development**** means services that assist individuals in preparing for, securing, and maintaining gainful, competitive employment. Employment shall be integrated into normalized work settings, shall provide pay of at least minimum wage, and shall be based on the individual’s skills, preferences, abilities, and talents. Services assist individuals seeking employment to develop or re-establish skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and functional capacities to achieve positive employment outcomes.
    15. Job Shadowing is the opportunity to observe an employee performing their daily work routine in the workplace environment. It allows the observer a chance to explore specific careers, get a realistic picture of the tasks performed for that job, and to make an informed career choice.
    16. Metro Contractor is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa, and surrounding areas.
    17. 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.
    18. Ongoing Support Services, as used in the definition of supported employment, means services that:
        1. Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment;
        2. Are identified based on a determination by the DRS of the individual’s need as specified in an individualized plan for employment;
        3. 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;
        4. 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:
           1. At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or
           2. 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;
        5. Consist of:
           1. Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described at 34 C.F.R. § 361.5(c)(5)(ii);
           2. The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;
           3. Job development and training;
           4. Social skills training;
           5. Regular observation or supervision of the individual;
           6. 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;
           7. Facilitation of natural supports at the worksite;
           8. Any other service identified in the scope of vocational rehabilitation services for individuals, described in 34 C.FR. § 361.48(b); or
           9. Any service similar to the foregoing services.
    19. 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:
        1. Provided under an amended individualized plan for employment (IPE); thus, a re-determination of eligibility is not required;
        2. Limited in scope and duration; and
        3. 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.

* + 1. Rural Contractor is a Contractor whose primary service areas are not covered by the Metro definition.
    2. Short-term Basis refers to 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 34CFR361.5(c)(9) 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:
       1. Within six (6) months of achieving a supported employment outcome; or,
       2. In limited circumstances, within a period not to exceed twelve (12) months from 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 case service record.
    3. 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.
    4. Supported Employment (SE)
       1. 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:
          1. **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**
          2. **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.**
       2. 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 -
          1. Within six months of achieving a supported employment outcome; or
          2. 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.
    5. 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--
       1. Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;
       2. Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;
       3. 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
       4. 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.
    6. Team Meeting is a meeting with the 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.
    7. Temp-to-Hire Placement 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.
    8. Trial Work Experience is a type of assessment using on-the-job training, and other experiences using realistic work settings to explore the individual’s interests, abilities, capabilities and capacity to perform in a real work situation.

It is presumed that an individual can benefit in terms of an employment outcome from vocational rehabilitation services unless clear and convincing evidence demonstrates that the individual is incapable of benefiting in terms of an employment outcome due to the severity of the individual's disability. The DRS Counselor with the EC and individual will explore the individual's capabilities to perform in realistic work settings using trial work experiences with appropriate supports including, but not limited to, assistive technology devices, personal assistance services, and other support services to accommodate the rehabilitation needs of the individual during the trial work experiences.

The trial work experiences shall be provided in competitive integrated employment settings to the maximum extent possible, consistent with the individual's informed choice and rehabilitation needs, and shall be of sufficient variety and duration to determine the eligibility of the individual or to determine the existence of clear and convincing evidence that the individual is incapable of benefiting from DRS services in terms of an employment outcome.

* + 1. Trial Work Experiences Plan (TWEP) is a written plan developed between the individual (and their legal guardian, if applicable) and the DRS Counselor to assess the individual's abilities, capabilities, and capacity to perform in competitive integrated work situations using trial work experience(s), which must be provided in competitive integrated employment settings to the maximum extent possible, consistent with the informed choice and rehabilitation needs of the individual. (34 CFR 361.42(e)(2)(i)). A Trial Work Plan is a written plan between the individual, (their legal guardian, if applicable) and the DRS Counselor that establishes:

1. the goal of the TWE,
2. the services to be provided,
3. the rights of the individual,
4. and the responsibilities of each party.

This plan may include any service necessary to establish whether the applicant is able to benefit from services.

* + 1. Volunteer Experience means an unpaid structured learning experience where individuals donate their services to nonprofit or public-sector employers for civic, religious, or humanitarian objectives. Volunteer work is a great way to showcase particular skills, or develop experience in a particular industry.
    2. Work-Site Tour are community-based experiences where individuals visit a workplace of interest to discover what a company does, what services or products it offers, and to interact with employees about their educational and career paths.

1. Service Model (Overview of Contract Objectives)

The Supplemental Employment Services Pilot Project contract is intended to provide services required under WIOA, not available in other employment services contracts. Some services are limited to specific priority groups, as outlined in subsection **C. Target Population** below. **The services are intended to be used individually or with other ESS contracts to meet the individual’s employment needs.**

**Career Exploration is the only service that can be provided to an individual under a Trial Work Experiences Plan (TWEP).**

**The Career Exploration service can also be used for an individual on an Individualized Plan for Employment (IPE) who can benefit from career exploration activities.**

**The IPE or TWEP should include the service category, Supplemental Employment Services, and list the specific service(s) planned in the description.**

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) or TWEP; and
      4. DRS Personal Information report (AWARE).

Once the intake is scheduled, the Contractor will send an **ESS-C-801***SES Authorization Request & Invoice* to the DRS Counselor and Rehabilitation Technician. The DRS Counselor will authorize the service(s) to be used within five (5) business days. Before initiating services, the SES Services 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.

**In addition to the required Team Meetings in this contract, optional Team Meetings can be conducted anytime throughout the delivery of services as needed to address concerns that may arise during career exploration, internship, onsite supports and training, extended services for transition, additional placement rates, 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.)** The individual must be physically present with either the DRS Counselor or Contractor when using other technology-assisted communication. **The individual, or with the support of a designee identified by the individual, will lead the meeting.**

**When any 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 completed ESS-C-173** *Team Meeting Report* **should be emailed to the DRS Counselor as soon as possible.**

**Temporary Employment is not appropriate under this contract, except for Internship.**

If an individual loses their job before completing nine (9) months of employment, the Contractor is required to replace the individual in another job at no cost to DRS and continue to provide the training and supports necessary to get the individual to successful case closure.

1. Target Population

The Supplemental Employment Services Pilot Contract is primarily intended for individuals with the most significant disabilities in **Priority Group 1 who need intensive support to prepare for, obtain and maintain successful, competitive integrated employment.** Individuals in Priority Group 1 can utilize any of the services in this contract. Individuals in Priority Group 2 can use the Career Exploration and Internship services.

Those who may benefit from SES services include but are not limited to:

* + - 1. Individuals with little or no work experience in a competitive integrated setting;
      2. Individuals who may benefit from a trial work experience to evaluate their potential to achieve competitive integrated employment;
      3. Individuals who require multiple services over an extended period of time;
      4. Individuals who require substantial assistance with preparing for employment and completing the job search process;
      5. Individuals who require significant job site support to learn job tasks, gain work adjustment skills and stabilize in employment;
      6. Individuals who require long-term support to retain employment; and
      7. Individuals under the age of 25 who may benefit from Extended Services for Transition.

1. **Service Rates**

Each service for this contract can only be paid at the maximum rate, once per case, per Contractor, except for any service paid under a TWEP. When a service is initially paid under a TWEP, the same service if needed can be paid again once the individual is determined eligible, and the IPE is developed.

The Contractor **will only provide services** if the DRS Counselor has pre-authorized the service(s) 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 for travel** at the **current state rate**, must be received from the DRS Counselor **before** travel begins.

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

**SES Rates Rate Maximum Payment**

* + - 1. **Career Exploration (PG 1 & 2) $50.00/hr. ($2,000.00 max)**
      2. **Internship (PG 1 & 2)** 
         1. **Initial Placement $250.00**
         2. **Internship Support Services $50.00/hr. ($3,000.00 max)**
         3. **Permanent Employment $750.00**
      3. **Onsite Supports & Training (PG1) $200.00/mo. ($3,800.00 max)**

**(up to 19 mos., if needed)**

* + - 1. **EST Service (PG1) (up to 48 mos., if needed) $50.00/mo. ($2,400.00 max)**

**Additional Placement Rates (PG 1) Maximum Payment**

* + - 1. **2nd Placement $900.00**
      2. **3rd Placement $450.00**
      3. **4th Placement $225.00**

1. **Service Descriptions for Supplemental Employment Services**
   * 1. **Career Exploration (SES CAEX): (Priority Group (PG) 1 or 2)**

Career Exploration provides opportunities for an individual to participate in employment related activities. **Investigating** different careers through assessments, **informational interviews** and worksite experiences provides opportunities for the individual to explore potential occupations, **choose a career goal** and develop next steps for achieving a successful employment outcome.

* + - 1. **Service Description:**

**All services and travel must be pre-authorized before the service begins.**

**When To Use:**

**Before Eligibility Determination**

Career Exploration can be used for individuals on a **TWEP**, before eligibility determination to assist the individual and DRS Counselor determine whether the individual is ready **to pursue** competitive integrated employment at this time.

**OR**

**Before IPE Development**

Individuals with the most significant or significant disabilities in **PG 1 or 2** can utilize ***Career Exploration***to help develop their vocational goal and objectives.

**OR**

**After IPE Development**

Individuals with the most significant or significant disabilities in **PG 1 or 2** can utilize ***Career Exploration***to modify their vocational goal and objectives to meet the employment needs of the individual.

The **ESS-C-137** *Plan of Career Exploration* will be developed with the individual outlining the career exploration activities to be used during this service. The Contractor will provide the individual with opportunities for at least three (3) or more **different** exploration activities for a **maximum of up to forty (40) hours**. The Contractor must be onsite with the individual for all Career Exploration activities to assess the individual’s work skills, interests, and behaviors.

Career Exploration activities can include but are not limited to:

* + - * 1. informational interviews with employers;
        2. job shadowing;
        3. job sampling
        4. situational assessments;
        5. trial work experiences **(for individuals on TWEPs only)**;
        6. volunteer experiences;
        7. work-site tour, and;
        8. other career exploration activities **only** if approved by DRS Counselor.

In some cases, less than three (3) different exploration activities may be needed to complete the Career Exploration service. Contractors must provide written documentation to justify their request to use less than the three (3) different activities to complete this service and obtain written approval from the DRS Counselor.

Before implementing the **ESS-C-137** *Plan of Career Exploration*, the Contractor will email the **plan** to the DRS Counselor. If the DRS Counselor does not respond to the email within five (5) working days, the Contractor may proceed with the planned **career** exploration activities.

**The Contractor must have a copy of the individual’s DRS IPE or TWEP before conducting the exploration activities to comply with the Department of Labor (DOL) 64c08.**

The Contractor will be paid $50.00 per hour for up to a total of 40 hours and a maximum of $2**,**000.00 based on the total hours completed for the career exploration activities. Contractors can bill monthly for this service when the service extends beyond one month.

At the completion of this service, the individual will move to the next appropriate service that best meets their needs. The next suitable service may be an additional service in the SES contract, services available in the SE or ER contracts, or other services on their IPE.

* + - 1. **Outcome:**

The Contractor has provided opportunities for the individual to explore potential occupations, job conditions, interests, and job tasks to help determine if the individual is ready for competitive integrated employment, identify or modify their vocational goal, and prepare the individual for a successful job match. Career Exploration activities could include but are not limited to job shadowing, work-site tour, job sampling, trial work experiences **(for individuals on TWEPs only)**, volunteer experiences and situational assessments.

* + - 1. **Complete and Submit All Required Case Documentation for Payment of SES CAEX Service to the DRS Counselor:**
         1. **ESS-C-117** *Travel Log and Invoice* **(when travel is authorized. See D. Service Rates) (submit monthly or with final billing if SES CAEX is completed within one month, if applicable)**
         2. **ESS-C-133** *DRS Counselor Monthly Update Form(s)* **(required only when SES CAEX lasts more than one (1) month, email the form each month to DRS Counselor; submit separately from required documentation for payment)**
         3. **ESS-C-137** *Plan of Career Exploration(s)* **(submit monthly or with final billing if SES CAEX is completed within one month, if applicable)**
         4. **ESS-C-139** *Situational Assessment Report(s)* **(required with each situational assessment completed) (submit monthly or with final billing if SES CAEX is completed within one month, if applicable)**
         5. **ESS-C-141** *Career Exploration Report(s)* **(submit monthly or with final billing if SES CAEX is completed within one month)**
         6. **ESS-C-145n** DRS Counselor Response(s) to **ESS-C-137** *Plan of Career Exploration(s)*
         7. **ESS-C-149n** Contractor’s Written Justification for completing less than the required three (3) different activities (**when applicable**)
         8. **ESS-C-153n** DRS Counselor Written Approval for completing less than three (3) different activities (**when applicable**)
         9. **ESS-C-161** *Job Analysis(s)* **(completed before each situational assessment) (submit monthly or with final billing if SES CAEX is completed within one month)**
         10. **ESS-C-297** *Compatibility Analysis(s)* **(required with each situational assessment completed) (submit monthly or with final billing if SES CAEX is completed within one month)**
         11. **ESS-C-801** *SES Authorization Request & Invoice* **(submit monthly or with final billing if SES CAEX is completed within one month)**
    1. **Internship (SES INT): (PG 1 or 2)**

An internship is a professional learning experience that offers meaningful, practical work related to an individual’s career interest. An internship gives the individual an opportunity for career exploration and development, to learn new skills and develop relationships in the profession or industry of their vocational goal.

* + - 1. **Service Description:**

**All services and travel must be pre-authorized before the service begins.**

The Internship can be used for adults and, transition aged youth in their final semester of high school or out of school.

Contractor will discuss internship opportunities with the individual, and develop an internship related to their vocational goal. The Contractor will prepare the individual for the internship placement. The Contractor will provide onsite and/or offsite supports and training on an individualized basis for the duration of the internship to meet the needs of the individual.

Before the internship start date, the Contractor will email the completed **ESS-C-157** *Pre-Placement Information Form* to the DRS Counselor and ESS TA. The **ESS-C-161** *Job Analysis* will be used to identify specific supports and accommodations to be documented on the **ESS-C-185** *Job Accommodation Form*.

Payment for this service will begin, once the individual has been employed in the internship for one (1) month. The Contractor will be paid two hundred and fifty dollars ($250.00) for the internship placement, in addition to the total amount of supports and training hours provided by the EC during the first month, as documented on the **ESS-C-169** *Internship Time Log*.

The Contractor will complete and submit all Required Case Documentation for Payment of Internship for the first month of the Internship to DRS Counselor.

The Contractor will bill and be paid monthly for additional months of the internship (if applicable), based on documented support and training hours provided by the EC, and reported on the **ESS-C-169** *Internship Time Log*. A maximum of sixty (60) hours of onsite and/or offsite supports and training, based on the individual’s needs, can be billed at fifty dollars ($50.00) per hour not to exceed a total of three thousand dollars ($3000.00) for the duration of the internship.

In the first (1st) week of the final month of the internship, Contractor will facilitate a Team Meeting with the individual, DRS Counselor and any other relevant team members. The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting. **The individual, or with the support of a designee identified by the individual, will lead the meeting.**

The team meeting discussion can include but is not limited to the following topics:

Discussion of **ESS-C-810** *Employee Performance Report;*

Individual’s thoughts about the Internship;

Individual’s progress towards permanent employment with Internship employer;

Opportunities for permanent employment;

Additional employment services needed upon completion of Internship

Accommodation needs;

Onsite and offsite support needs;

Training needs;

Transportation;

Work clothing, and/or;

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.**

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.)** The individual must be physically present with either the DRS Counselor or Contractor when using other technology-assisted communication.

**[NOTE: If individual is hired permanently during the Internship, before the required Team Meeting, Contractor working with the DRS Counselor and individual will schedule and conduct the meeting as soon as possible.]**

If the internship results in permanent competitive integrated employment with the same employer at the completion of the internship, the Contractor will be paid an additional seven hundred and fifty dollars ($750.00). **During the Team Meeting, the Team will determine if continued supports are required in the SE or ER contracts, or no additional supports are needed. If continued supports are needed, the individual will be moved to the employment contract that best meets their needs.** The Contractor will submit the **ESS-C-801** *SES Authorization Request & Invoice*, ***ESS-C-169*** *Internship Time Log* and ***ESS-C-177*** *Placement Report* for payment when the individual is hired by the same employer.

If the individual is not hired by the employer at the end of the internship, they will then be moved to the SE or ER Job Development and Placement milestone that best meets their needs as determined by the Team.

* + - 1. **Outcome:**

The Contractor has assisted the individual with **obtaining** a paid or unpaid internship opportunity with a community-based employer for a period of up to **six (6) months**.

* + - 1. **Complete and Submit All Required Case Documentation for Payment of First Month of Internship Service to the DRS Counselor:**
         1. **ESS-C-117** *Travel Log and Invoice* **(when travel is authorized. See D. Service Rates)**
         2. **ESS-C-133** *DRS Counselor Monthly Update Form* **(required each month if internship placement extends beyond month after referral date, submit separately from billing documentation)**
         3. **ESS-C-157** *Pre-Placement Information Form* **(submit prior or on start date of initial internship,** email to DRS Counselor **and Cc** ESS TA**)**
         4. **ESS-C-161** *Job Analysis* **(completed during the first week of internship and required with first month’s billing)**
         5. **ESS-C-165** *Internship Placement Report* **(required with first month’s billing)**
         6. ***ESS-C-169*** *Internship Time Log(s)* **(required with first month’s billing)**
         7. **ESS-C-185** *Job Accommodation Form* **(required with first month’s billing)**
         8. **ESS-C-197n** Internship Agreement Documentation
         9. **ESS-C-801** *SES Authorization Request & Invoice* **(required with first month’s billing)**
      2. **Complete and Submit All Required Case Documentation for Monthly Payment of Internship Supports to the DRS Counselor**
         1. **ESS-C-117** *Travel Log and Invoice* **(when travel is authorized)**
         2. **ESS-C-133** *DRS Counselor Monthly Update Form(s)* **(required with each month’s billing)**
         3. **ESS-C-169** *Internship Time Log* **(required with each month’s billing)**
         4. **ESS-C-185** *Job Accommodation Form* **(required with each month’s billing, ONLY if updated)**
         5. **ESS-C-801** *SES Authorization Request & Invoice* **(required with each month’s billing)**
      3. **Complete and Submit All Required Case Documentation for Payment of Final Month of Internship Service to the DRS Counselor**
         1. **ESS-C-117** *Travel Log and Invoice* **(when travel is authorized. See D. Service Rates)**
         2. **ESS-C-133** *DRS Counselor Monthly Update Form(s)*
         3. **ESS-C-157 ESS-C-157** *Pre-Placement Information Form* **(required when hired permanently by Internship Employer, email** to DRS Counselor **and Cc** ESS TA**)**
         4. **ESS-C-169** *Internship Time Log* **(required with final month’s billing)**
         5. **ESS-C-173** *Team Meeting Report* **(required with final month’s billing)**
         6. **ESS-C-177** *Placement Report* **(required with final month’s billing if hired by the same employer)**
         7. **ESS-C-185** *Job Accommodation Form* **(required with final month’s billing, ONLY if updated)**
         8. **ESS-C-801** *SES Authorization Request & Invoice* **(required with final month’s billing)**
         9. **ESS-C-810** *Employee Performance Report* **(required with final month’s billing)**
      4. **Required Case Documentation for Internship Employer or Job Changes**

**ESS-C-161** *Job Analysis* **(completed before the first day of the new internship and required with first month’s billing)**

**ESS-C-181** *Termination/Re-Placement Report*, **(when notified of termination, email** to DRS Counselor **and Cc** ESS TA**)**

**ESS-C-181** *Termination/Re-Placement Report* **(before or on start date of re-placement, update the above form with new job information;** **email** to DRS Counselor **and Cc** ESS TA**)**

**ESS-C-185** *Job Accommodation Form* **(for re-placement in a new internship)**

**ESS-C-197n** Internship Agreement Documentation

* + 1. **Onsite Supports and Training (SES OST): (PG 1)**

Onsite Supports and Training (OST) is intended to meet the provision of at least 24 months of supports as required by WIOA, for individuals receiving Supported Employment services. This service is for individuals with the most significant disabilities/barriers who require additional supports to achieve job stabilization and/or a successful employment outcome. Individuals receiving Supported Employment services who need additional supports can utilize this service in the following situations:

During or at the completion of Stabilization (SE ST milestone);

During or at the completion of Successful Employment (SE EM milestone) before DRS case closure.

* + - 1. **Service Description**:

**All services and travel must be pre-authorized before the service begins.**

Onsite Supports and Training (OST) can be utilized if the individual faces job instability or insecurity. During the delivery of Supported Employment Services, the team identified the need for additional supports to assist the individual with reestablishing and/or maintaining job stability and security. DRS Counselor will pre-authorize four (4) months of OST when individual moves from Supported Employment to this service. Based on individual’s support needs, OST can be authorized and provided four (4) times in four (4) month increments, and one (1) additional authorization of up to three (3) months for a total of up to nineteen (19) months, if needed.

The Contractor will provide one (1) or more onsite support and training contacts each work week during the first month of OST based on the individual’s support needs as outlined in the **ESS-C-229** *Natural Supports & Fading Plan* at the end of the last completed Supported Employment (SE) Milestone.

Throughout OST, the type and extent of support and training needs documented on the individual’s most current **ESS-C-229** *Natural Supports & Fading Plan* will determine the total time per contact spent onsite each work week.

During OST the Contractor will continue to support the individual to achieve a successful employment outcome in their IPE vocational goal. This includes, but is not limited to, maintaining previously learned job duties and tasks, self-advocacy skills, appropriate work-site behaviors, and learning new job duties, if assigned. If needed, the EC will assist the individual in relearning skills that are not being performed at the desired performance level and in learning how to solve problems when issues occur outside of work, which, if left unresolved, could lead to job loss.

**All onsite, offsite, and employer contacts will be documented in detail each month on the ESS C 225 Record of Hours Worked form.**

The Contractor will review the **ESS-C-229** *Natural Supports & Fading Plan* and the **ESS-C-185** *Job Accommodation Form* each month and document any changes.

A team meeting is required before the authorization of **any** additional four (4) months of OST. The meeting will be held during the last month of each four-month period, and within the last month of the final three (3) month period of authorized OST. There may be up to five (5) team meetings conducted during this service.

Team meeting(s) 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.)** The individual must be physically present with either the DRS Counselor or Contractor when using other technology-assisted communication.

The Contractor will facilitate a team meeting with the individual, DRS Counselor, Contractor, and any other relevant team members during this service 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 individual, or with the support of a designee identified by the individual, will lead the meeting.**

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

Individual’s progress toward a successful employment outcome;

Review and discuss **ESS-C-249** *Employee Satisfaction Survey;*

Review and discuss **ESS-C-810** *Employee Performance Report;*

Need for continued Onsite Supports and Training;

Readiness to transfer back to Supported Employment to complete SE ST or SE EM milestone(s) or for DRS successful case closure (with other extended services in place);

Review **ESS-C-229** *Natural Supports & Fading Plan*;

Review **ESS-C-253** *Extended Services Statement* (extended services need to be confirmed or established in the final Team Meeting of SES such as: DDS, natural supports, DRS Extended Services for transition-age youth, or other extended service as identified by the Team);

Review **ESS-C-185** *Job Accommodation Form*;

Transportation, and;

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.**

Contractorwill review the **ESS-C-253** *Extended Services Statement* with the individual to identify and establish the extended services (ex. DDS, Natural Supports, DRS Extended Services for transition-age youth, other sources identified by Team) before the completion of this service.

If the individual loses their job, **when notified of termination,** the Contractor will submit the **ESS-C-181** *Termination/Re-Placement Report* to the DRS Counselor and ESS TA. **Before 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: ESS-C-161** *Job Analysis* **(complete before first (1st) day of work for re-placement), ESS-C-185** *Job Accommodation Form* **(for re-placement), and ESS-C-229** *Natural Supports & Fading Plan* **(for re-placement) are submitted with next billing.]**

**If the individual has completed at least nine (9) months on the job before termination, see Additional Placement Rates (SES APR) below.**

* + - 1. **Outcome**:

Contractor has provided all needed Onsite Supports and Training, and the individual’s employment is stable and/or secure. **Before completing the final month of this service, individual must work at least one week without supports.** The individual will transition to Supported Employment to complete the Stabilization and/or Successful Employment milestone(s), or other IPE service(s) before DRS case closure.

* + - 1. **Complete and Submit All Required Case Documentation for Monthly Payment of SES OST Service to the DRS Counselor:**
         1. **ESS-C-117** *Travel Log and Invoice* **(when travel is authorized. See D. Service Rates)**
         2. **ESS-C-173** *Team Meeting Report(s)* **(required with every Team Meeting)**
         3. **ESS-C-185** *Job Accommodation Form* **(required when updated)**
         4. **ESS-C-225** *Record of Hours Worked* **(required with monthly billing)**
         5. **ESS-C-229** *Natural Supports & Fading Plan* **(required when updated)**
         6. **ESS-C-237n** Current Pay Stub/Earnings Statement **(required with final billing)**
         7. **ESS-C-241** *Onsite Supports & Training Report* **(required with monthly billing in place of the ESS-C-133** *DRS Counselor Monthly Update* *Form(s)***)**
         8. **ESS-C-249** *Employee Satisfaction Survey* **(required with every Team Meeting)**
         9. **ESS-C-253** *Extended Services Statement* **(required with final billing)**
         10. **ESS-C-801** *SES Authorization Request & Invoice*
         11. **ESS-C-810** *Employee Performance Report* **(signed by the employer, and required with every Team Meeting)**

**If termination and/or re-placement occurs:**

* + - * 1. **ESS-C-181** *Termination/Re-Placement Report* **(when notified of termination, email** to DRS Counselor **and Cc** ESS TA**)**
        2. **ESS-C-181** *Termination/Re-Placement Report* **(before or on start date of re-placement, update the above form with new job information;** **email** to DRS Counselor **and Cc** ESS TA**)**
        3. **ESS-C-161** *Job Analysis* **(complete before first (1st) day of work for re-placement)**
        4. **ESS-C-185** *Job Accommodation Form* **(for re-placement)**
        5. **ESS-C-229** *Natural Supports & Fading Plan* **(for re-placement)**
    1. **Extended Services for Transition (SES EST) (PG 1)**

Extended Services for Transition (EST) is intended to meet the provision of up to forty-eight months of extended services for transition-age youth as needed, or until the youth reaches twenty-five (25) years of age, whichever occurs first as required by WIOA. This service is for youth with the most significant disabilities/barriers who have completed twenty-four (24) months of supported employment services (SE contract – all services, and SES contract – OST service), and still require extended supports to maintain successful employment.

* + - 1. **Service Description:**

**All services and travel must be pre-authorized before the service begins.**

During the final Onsite Supports and Training (SES OST) Team Meeting, the Team discussed and determined the need for extended supports to assist a transition-aged youth with job retention. The DRS Counselor will pre-authorize six (6) months of EST services when the individual moves from OST to EST. Based on individual’s support needs, EST can be authorized by the DRS Counselor and provided up to eight (8) times in six (6) month increments for forty-eight (48) months or until the individual turns twenty-five (25) years old, whichever occurs first.

The Contractor will provide two (2) or more onsite support and training contacts each work month during the first month of EST based on the individual’s support needs as outlined in the **ESS-C-229** *Natural Supports & Fading Plan* completed at the end of the last month of OST.

Throughout EST, the type and extent of support and training needs documented on the individual’s most current **ESS-C-229** *Natural Supports & Fading Plan* will determine the total time per contact spent onsite each work month.

During EST the Contractor will continue to support the individual to achieve a successful employment outcome in their IPE vocational goal. This includes, but is not limited to, maintaining previously learned job duties and tasks, self-advocacy skills, appropriate work-site behaviors, and learning new job duties, if assigned. If needed, the EC will assist the individual in relearning skills that are not being performed at the desired performance level and in learning how to solve problems when issues occur outside of work, which, if left unresolved, could lead to job loss.

**All onsite, offsite, and employer contacts should be documented in detail on the ESS C 225 Record of Hours Worked form.**

EST can be billed monthly at a rate of $50.00/mos. The **ESS-C-801** *SES Authorization Request & Invoice*, **ESS-C-225** *Record of Hours Worked*, and **ESS-C-117** Travel Log (if applicable) must be completed and submitted to the DRS Counselor monthly for payment. Contractor will **review and document** any changes made in natural supports on the **ESS-C-229** *Natural Supports & Fading Plan* and any changes in accommodations including job coaching supports on the **ESS-C-185** *Job Accommodation Form*.

A team meeting is required before the authorization of **any** additional six (6) months of EST. The meeting will be held during the last month of each six-month period of EST. There may be up to nine (9) team meetings conducted throughout the duration of this service. In the final month of this service, a team meeting will be conducted to discuss and determine the individual’s next steps.

**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.) The individual must be physically present with either the DRS Counselor or Contractor when using other technology-assisted communication.**

The Contractor will facilitate team meeting(s) with the individual, DRS Counselor, Contractor, and any other relevant team members during this service to review progress toward a successful employment outcome. The Contractor will schedule the team meeting(s) in advance to allow adequate time for all members to participate in the meeting. **The individual, or with the support of a designee identified by the individual, will lead the meetings.**

The discussion includes but is not limited to the following topics:

Individual’s progress toward a successful employment outcome;

Review and discuss **ESS-C-249** *Employee Satisfaction Survey*;

Review and discuss **ESS-C-810** *Employee Performance Report*;

Need for continued Extended Services for Transition;

Readiness for DRS successful case closure (with other extended services in place);

Review **ESS-C-229** *Natural Supports & Fading Plan*;

Review **ESS-C-253** *Extended Services Statement* (extended services need to be identified and established in the final Team Meeting of EST such as: DDS, natural supports, or other extended services as identified by the Team);

Review **ESS-C-185** *Job Accommodation Form*;

Transportation, and;

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.**

Before the completion of this service, the Contractorwill review the **ESS-C-253** *Extended Services Statement* with the individual to identify and establish the extended services available (ex. DDS, Natural Supports, or other sources identified by Team), and document the responsible person’s contact information on the **ESS-C-253** *Extended Services Statement*. The extended services identified will be used to assist the individual with maintaining long-term employment.

If the individual loses their job, **when notified of termination,** the Contractor will submit the **ESS-C-181** *Termination/Re-Placement Report* to the DRS Counselor and ESS TA.

**Before 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: ESS-C-161** *Job Analysis* **(complete before first (1st) day of work for re-placement), ESS-C-185** *Job Accommodation Form* **(for re-placement), and ESS-C-229** *Natural Supports & Fading Plan* **(for re-placement) are submitted with next billing.]**

**If individual has completed at least nine months on the job before termination, see SES Additional Placement Rates (SES APR) section below.**

* + - 1. **Outcome:**

The individual has worked successfully for up to a total of forty-eight (48) months or until turning age twenty-five (25), whichever occurs first. The individual has received all appropriate support and training during SES EST and other available extended services (ex. DDS, Natural Supports, or other sources identified by Team) are in place.

* + - 1. **Complete and Submit All Required Case Documentation for Monthly Payment of SES EST Service to the DRS Counselor:**
         1. **ESS-C-117** *Travel Log and Invoice* **(when travel is authorized. See D. Service Rates)**
         2. **ESS-C-133** *DRS Counselor Monthly Update Form(s)* **(not required for months when team meetings are held)**
         3. **ESS-C-173** *Team Meeting Report(s)* **(when team meetings are held)**
         4. **ESS-C-185** *Job Accommodation Form* **(required when updated)**
         5. **ESS-C-225** *Record of Hours Worked*
         6. **ESS-C-229** *Natural Supports & Fading Plan* **(required when updated)**
         7. **ESS-C-237n** Current Pay Stub/Earnings Statement **(required with final billing)**
         8. **ESS-C-249** *Employee Satisfaction Survey* **(required at every team meeting)**
         9. **ESS-C-801** *SES Authorization Request & Invoice*
         10. **ESS-C-810** *Employee Performance Report* **(signed by the employer, and required at every team meeting)**

**If termination and/or re-placement occurs:**

* + - * 1. **ESS-C-181** *Termination/Re-Placement Report* **(when notified of termination, email** to DRS Counselor **and Cc** ESS TA**)**
        2. **ESS-C-181** *Termination/Re-Placement Report* **(before or on start date of re-placement, update the above form with new job information;** **email** to DRS Counselor **and Cc** ESS TA**)**
        3. **ESS-C-161** *Job Analysis* **(complete before first (1st) day of work for re-placement)**
        4. **ESS-C-185** *Job Accommodation Form* **(for re-placement)**
        5. **ESS-C-229** *Natural Supports & Fading Plan* **(for re-placement)**
    1. **Additional Placement Rates (SES APR) (PG 1)**
       1. **Service Description:**

**All services and travel must be pre-authorized before the service begins.**

In the event an individual loses their job after the completion of at least nine (9) months of employment during the OST or EST services, the Contractor can replace the individual in another job and be reimbursed for up to three (3) re-placements. **(See section D. Service Rates for amounts)** When the individual is replaced, **before or on** the re-placement start date, the Contractor will update and submit **ESS-C-181** *Termination/Re-Placement Report* to the DRS Counselor and ESS TA. **[NOTE: ESS-C-161** *Job Analysis* **(completed before first (1st) day of work) (for re-placement), ESS-C-185** *Job Accommodation Form* **(for re-placement), and ESS-C-229** *Natural Supports & Fading Plan* **are submitted with billing.]**

If the individual loses their job before the completion of five (5) days on the **new** job, **when notified of termination,** the Contractor will submit a new **ESS-C-181** *Termination/Re-Placement Report* to the DRS Counselor and ESS TA. **Before 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.

An individual under this contract may not become an employee of the Contractor or any business owned by the Contractor or their 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/**](https://www.onetonline.org/)

**Only** when the individual is hired by the Contractor, before or on the first (1st) 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 updated **ESS-C-181** *Termination/Re-Placement Report* (*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-181** *Termination/Re-Placement Report*).

* + - 1. **Outcome:**

Individual has been employed in a **new** job of his/her choice in competitive integrated setting, 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.

* + - 1. **Complete and Submit All Required Case Documentation for Payment of the SES APR Service to the DRS Counselor:**
         1. **ESS-C-117** *Travel Log and Invoice* **(when travel is authorized. See D. Service Rates)**
         2. **ESS-C-133** *DRS Counselor Monthly Update Form(s)*
         3. **ESS-C-161** *Job Analysis* **(complete before first (1st) day of work for initial re-placement)**
         4. **ESS-C-181** *Termination/Re-Placement Report* **(required for each re-placement)**
         5. **ESS-C-185** *Job Accommodation Form* **(required for each re-placement)**
         6. **ESS-C-229** *Natural Supports & Fading Plan* **(required for each re-placement)**
         7. **ESS-C-801** *SES Authorization Request & Invoice*

**If termination and/or re-placement occurs before completion of five (5) days on a new job:**

* + - * 1. **ESS-C-181** *Termination/Re-Placement Report* **(when notified of termination, email** to DRS Counselor **and Cc** ESS TA**)**
        2. **ESS-C-181** *Termination/Re-Placement Report* **(before or on start date of re-placement, update the above form with new job information;** **email** to DRS Counselor **and Cc** ESS TA**)**
        3. **ESS-C-161** *Job Analysis* **(complete before first (1st) day of work for re-placement)**
        4. **ESS-C-185** *Job Accommodation Form* **(for re-placement)**
        5. **ESS-C-229** *Natural Supports & Fading Plan* **(for re-placement)**

**H. Code of Professional Ethics**

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

[**https://www.crccertification.com/code-of-ethics-4**](https://www.crccertification.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 and truthful.

**NOTE: See section II. M. Contract Suspension**

**I. Required Contractor Reporting**

1. **General Reporting:** Contractors **should** report to the ESS TA when they are aware of a service being omitted or cancelled, when individuals change Contractors in the middle of the program, when the name of the Contractor’s company is not included on the list of available Contractors in their area, or when **other technical assistance needs occur**.
2. **Monthly update to DRS Counselors:** Monthly updates are required beginning one month from the initial date of referral. When any service 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 service documentation for payment.

The individual service reports will be considered the final monthly update for each service.

1. **Mid-Year Reporting:** The Contractor must report their mid-year statistics for SES on the Mid-Year **ESS-A-010** *Contracts Production Report* and submit a current copy of the **ESS-A-005** *Contractor Staff and Training Form* by January 31st .
2. **Annual Reporting:**  The Contractor must report their annual statistics for SES on the Annual **ESS-A-010** *Contracts Production Report* by July 31st.
3. **Staff Reporting:** When any staff changes occur, Contractors must **notify their ESS TA promptly by email**. The email will include the following:
   * + 1. Name
       2. Date National Background Check completed (See **note** below)
       3. Start Date
       4. Termination Date
       5. Salary

**NOTE:** For the National Background Check, only the completion date is reported. Do **NOT** send the actual report. Retain the 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.

1. **Quality Assurance Review:** The Contractor is required to make their case records available for **quality assurance reviews** at any time at the request of the ESS Unit. ESS TAs 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.
2. **Monthly Contractor Production Report:** The Contractor is required to complete and submit the **ESS-A-080** *Monthly Contractor Production Report* **to the ESS TA** **by the 10th of each month.**
3. **Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by the ESS Unit.

**J. Contractor Qualifications**

**1) All Contractors:**

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate an Employment Services Project Director and employ a minimum number of staff. To utilize the SES contract, the Contractor must employ at least two (2) employees on their payroll with at least one (1) being full-time to ensure working individuals receive appropriate support. If the Project Director leaves and a new Project Director is hired, the new Project Director must complete the Employment Consultant (EC) training within six (6) months of the hire date. The Contractor can continue accepting referrals, if a current EC has a certificate of completion for the EC training.

Job Club Trainers must complete Job Club Train-the-Trainer Training offered by The University of Oklahoma, National Center for Disability Education and Training (OU-NCDET) before 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 the contract(s) for the current or next fiscal year. **If not planning to renew for the next fiscal year, notify your ESS TA in writing as soon as possible**.

**Contractors are required to complete the requested Contract(s), and Non-Collusion Certificate(s) (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** *Contracts Production Report*, 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 cannot provide services to those individuals under 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 she/he was not an existing DRS Employment Contractor employee during the previous twelve (12) months. The New Contractor and/or Project Director must submit copies of the following:

* + - 1. CEO/Project Director’s current résumé;
      2. Project Director’s Certification of Completion of Employment Consultant Training;
      3. Twelve (12) month projected budget of monthly income and expenditures, and;
      4. Evidence of financial solvency documenting liquid assets or lines of credit

1. At least fifty thousand dollars ($50,000) serving Metro Areas, or;
2. twenty-five thousand dollars ($25,000) serving only Rural Areas

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

**K. Staff Qualifications**

1. **Project Director: A** Project Director working under the Supplemental Employment Services Pilot Contract must be **certified** by completing the DRS Employment Consultant Training course as provided by the OU-NCDET, before 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(s) (EC(s)):** The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars ($20,000) annually. 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 report on January 31st. **Within six (6) months from the hire date, ECs must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.**
3. All ECs delivering services must also successfully complete the additional training courses described below within twelve (12) months of hire. Required training listed below is provided by OU-NCDET:
4. Social Security Work Incentives
5. Job Development/Marketing
6. Job Club Train-the-Trainer Training **(required if EC is conducting Job Clubs)**
7. Introduction to Positive Behavior Supports in the Workplace **(online training** **-*prerequisite*** *for Positive Behavior Supports in the Workplace***)**
8. Positive Behavior Supports in the Workplace
9. Instructional Supports
10. Blind Culture and Job Placement for Individuals with Vision Loss **(required by DRS Services to the Blind and Visually Impaired (SBVI))**
11. **Deafness and Employment**

To access required online training click on the following link:

[**http://ncdetcourses.com**](http://ncdetcourses.com)

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

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

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

* + - 1. Employment services,
      2. Management/leadership,
      3. Behavior management,
      4. Time management,
      5. Conflict resolution,
      6. Specific disabilities,
      7. Effective Teaching and Learning (ETL),
      8. Assistive technology,
      9. Tech Tuesday virtual training, or
      10. Other as approved by ESS TA

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

* + - 1. University of Arkansas Center for the Utilization of Rehabilitation Resources for Education Networking Training & Service (UA CURRENTS),
      2. On-line training provided by Virginia Commonwealth University Rehabilitation Research & Training Center (VCU RRTC),
      3. Workforce Innovation Technical Assistance Center (WINTAC),
      4. Vocational Rehabilitation Youth Technical Assistance Center (Y-TAC),
      5. Vocational Rehabilitation Technical Assistance Center for Quality Employment (VRTAC-QE),
      6. Other DRS-recognized sources, webinars, computer-based training, or in-service training approved by the ESS TA, or
      7. **ESS staff may periodically email other pre-approved training opportunities**.

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

**L. Contract Compliance**

1. The ESS TA will review documentation and information below to determine if Contractor is following the contract:
2. Attendance at **all** Project Director Meetings
3. Obtaining required training within time frames stated in contract (unless extensions are approved by ESS TA)
4. Completion of at least 6 hours of continuing education each contract year – related to field, by project director and employment consultants
5. Mid-Year Reporting with supporting documentation **submitted by January 31st**
6. Annual Reporting with supporting documentation (if updated from time of contract renewal) **submitted by July 31st**
7. Timely notification to ESS TA by email when staff changes occur. (Include: Name; Background Check Completion Date; Salary; Start Date, and Termination Date)
8. Quality Assurance Reviews (average of case reviews completed at Mid-Year and Annual Reporting)
9. **ESS-A-080** *Monthly Contractor Production Report* **submitted by the 10th of each month**
10. Pre-Placement Reports
11. Other contract requirements
12. Procedures:
13. The ESS TA will send an **ESS-A-035** *Contract Compliance Review* to notify Contractor of their compliance status.
14. If a Contractor is found to be out-of-compliance, the ESS TA will determine if a plan of action is necessary.
    * 1. 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.
      2. The plan of action will be submitted to the ESS TA within thirty (30) days of receiving the **ESS-A-035** *Contract Compliance Review*.
      3. The ESS TA will review contract compliance again in six (6) months.
      4. Upon review, the ESS TA will contact Contractor to discuss their progress and determine if an updated plan of action is required.
      5. 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 ESS Unit will review the plan of correction 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.
            1. Contractor is required to submit a monthly progress report while on probation.
            2. When Contractor demonstrates progress toward contract compliance, probation will be lifted.
15. Once Contractor is complying, the ESS TA will document this in writing and no further action is required.
16. **Contract Suspension**

When a Contractor is alleged to have violated ethical standards according to the **Code of Professional Ethics *for Certified Rehabilitation Counselors*** 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 contract suspension.

In the event of 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 5th calendar day from the date DRS mailed the notice, whichever occurs first.

1. **Compensation**

**A. Contract Amount**

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the approved uniform rates set forth in section II 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.

**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.

1. **Special Terms**

**A. Travel Restriction**

Because this is a uniform 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.

1. **Standard Terms**
2. **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 is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

**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. 58th 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 nor, if applicable, any 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. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

**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).

**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.

**V. TikTok Ban**

Pursuant to State of Oklahoma Governor’s Executive Order 2022-33, no person or entity who contracts with the State of Oklahoma, including but not limited to any State agency, board, commission, or authority and agents thereof, shall download or use the TikTok application or visit the TikTok website on government networks or other State-owned or State-leased equipment.

**W. Certification For Non-Boycott Of Israel Goods Or Services**

Pursuant to 74 O.S. § 582, in contracts of more than $100,000, the Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Oklahoma, and that it will not boycott Israel during the term of the Contract.

**X. Certification For Non-Boycott Of Fossil Fuel Energy Companies**

In contracts of $100,000 or more and where the Contractor has 10 or more employees, the Contractor certifies that it does not currently boycott energy companies in violation of the Energy Discrimination Elimination Act of 2022 (74 O.S. § 12001 et seq.). The Contractor further certifies that it will not boycott energy companies in violation of the Act during the term of the Contract.

**Y. Force Majeure**

A party is not liable for failure to perform the party’s obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party’s obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other’s inability to perform may elect one of the following remedies:

* to terminate the Contract in whole or in part; or
* to suspend the Contract, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

**Z. Termination For Funding Insufficiency**

Notwithstanding anything to the contrary in any Contract document, the DRS may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, the Contractor shall be provided at least fifteen (15) calendar days’ written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the DRS of insufficient funding shall be accepted by and shall be final and binding on the Contractor.

1. **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 Contractor

Rehabilitation Services

Signature Date Signature Date

Kathy Lowry, CPO

Print Name Print Name

Manager/Compliance Officer

Title Title

Contact Person Telephone

Contractor’s Email Address