

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

This agreement, consisting of thirty-seven (37) 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 fees for services set forth herein have been approved by the Oklahoma Commission for Rehabilitation Services.

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

I. Contract Period

The Contract is effective from the latest date of signature of both parties, or July 01, 2024, whichever is the latter, through June 30, 2025. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

The Contractor shall provide the contract services, as authorized by DRS counselors for eligible DRS clients prior to the initiation of 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.

The term “Services” as used in this contract includes services that come within the scope of “Milestones” as defined and provided for in Chapter 10 of Title 612 of the Oklahoma Administrative Code.

A. Definitions for Supplemental Employment Services

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:

- a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:
 - i) Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
 - ii) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 - iii) In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
 - iv) Is eligible for the level of benefits provided to other employees; and

b. Is at a location:

i) Typically found in the community; and

ii) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

iii) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

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. ESS means Employment Support Services Unit of the DRS.

6. ESS TA means the DRS Employment Support Services Technical Assistant.

7. 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)

8. 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.

9. Integrated setting means:

a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and

b. With respect to an employment outcome, means a setting:

i) Typically found in the community; and

ii) Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

- 10. 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.
- 11. 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.
- 12. Job Development and Placement** 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.
- 13. 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.
- 14. Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa, and surrounding areas.
- 15. 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.
- 16. Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.
- 17. 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.
- 18. 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.**
- 19. 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.
- 20. 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.

21. 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:

- a. the goal of the TWE,
- b. the services to be provided,
- c. the rights of the individual,
- d. and the responsibilities of each party.

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

22. 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.

23. 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.

B. Overview of Supplemental Employment Services

Supplemental Employment Services (SES) are services to assist an adult or youth with a most significant or significant disability, and individuals with disabilities not meeting the definition of an individual with a most significant or significant barrier to employment including a youth with a disability or most significant disability. The services may assist the individual and DRS Counselor in determining or verifying a vocational goal, by providing opportunities for real-work community assessments and/or career exploration. In addition, SES includes Vocational Preparation (Job Club), Internship, and Job Development and Placement to assist individuals with preparing for and obtaining competitive integrated employment. SES services provide support services to assist individuals with job development and placement after assessment, career exploration and/or internship experience.

SES services are intended to be used individually or with other employment services contracts to meet the individual's employment needs.

The Supplemental Employment Services (SES) contract is intended for individuals with:

1. the most significant disabilities (**substantially limits three (3) or more functional capacities in terms of an employment outcome**);
2. significant disabilities; (**seriously limits one (1) or more functional capacities in terms of an employment outcome**); and
3. individuals with disabilities not meeting the definition of an individual with a significant or most significant barrier to employment (**substantial impediment to employment and can benefit in terms of an employment outcome**).

Services in the SES contract include:

1. Assessment (**SES AS**);
2. Career Exploration (**SES CAEX**);
3. Vocational Preparation (Job Club) (**SES VP**);
4. Internship (**SES INT**); and
5. Job Development & Placement (**SES JDPL**).

NOTE: The Individualized Plan for Employment (IPE) should include the service category, **Supplemental Employment Services**. When the individual is ready to start Job Development & Placement, the IPE should also include Supported Employment (SE), Employment & Retention (ER), or Job Placement (JP) which will be used to provide support after the individual begins employment based on the individual's level of functional capacities.

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

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

When an individual is ready to **begin** services in the **SES contract**, the individual will select the Contractor using informed choice, then the DRS Counselor will email the **DRS-C-301 Employment Services Referral** to the Contractor with the following documents:

1. DRS-C-21 Eligibility Determination; and
2. DRS-C-29 Individualized Plan for Employment (IPE).

When referral documents are received for individuals **beginning in SES** services, the Contractor will schedule an intake appointment with the individual and send an **ESS-C-801 Authorization Request & Invoice** to the DRS Counselor and Rehabilitation Technician. The DRS Counselor will then authorize for the requested services within five (5) business days. Before providing services, the Contractor should contact the DRS Counselor to request the **Authorization for Purchase** for requested services and travel, when applicable, if not received within five (5) business days. 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**.

NOTE: SES Job Development & Placement (SES JDPL) should be requested and authorized with the Supported Employment: Four (4) Weeks Job Support (SE R4) service, Employment & Retention: Four (4) Weeks Job Support (ER R4) service, or Job Placement Successful Employment (JP EM) service based on the individual's functional capacities, since SE R4, ER R4, and JP EM begin on the first day of SES JDPL employment

Determining Level of Support Needs (Regular or Highly Challenged) for Individuals with a Most Significant Disability (substantially limits three (3) or more functional capacities in terms of an employment outcome)

The DRS Counselor or Contractor working with the individual can use the **Highly Challenged Criteria (See Section C. Highly Challenged Criteria)** to determine whether **regular** or **intensive support** best meets the individual's support needs during the **SES Job Development and Placement (SES JDPL) service**.

The **ESS-C-133 DRS Counselor Monthly Update Form(s)** must be completed when any SES service extends beyond one (1) month. The monthly update should be submitted as an email attachment to the DRS Counselor.

Optional Team Meetings can be conducted anytime throughout the delivery of services as needed to address issues that may arise.

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 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.

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 **ESS-C-173 Team Meeting Report** should be emailed to the DRS Counselor when completed.

Disclosure should be discussed by the Contractor with each individual regarding their preferences about disclosure of a disability to employers. The **ESS-C-714 Plan for Approaching Employers – Disclosure** may be used to document the discussion. (This form and other tools and resources are located on the **ESS Tools & Resources** webpage <https://www.okdrs.gov/ESS/tools>)

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

C. Highly Challenged Criteria

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

When the Contractor requests the Highly Challenged Rate, a completed **ESS-C-413 Highly Challenged Criteria Form** with written justification of qualifying criteria must be completed and submitted to the DRS Counselor for approval. The DRS Counselor will determine whether the individual meets the criteria for the rate.

To qualify for the Highly Challenged rate, an individual must meet two (2) or more of the following criteria:

1. Requires a personal care attendant at the job site.
2. Has exhibited an ongoing, documented pattern of explosive behavior, physical aggression, self-abuse, or destruction of property which would jeopardize their opportunity for achieving a successful employment outcome.
3. During the last two (2) years has experienced three (3) or more events (e.g., hospitalization, recurring health, or mental health issues), or a total of twelve (12) weeks incarceration or other institutionalization, which interrupted work or ability to live independently.
4. Documentation (e.g., client statement, DRS Counselor confirmation, etc.) of rejection of the individual by other Contractors (e.g., employment, educational etc.) as being too difficult to serve.
5. Is a member of the Hissom class.
6. Meets eligibility criteria for the Program of Assertive Community Treatment (PACT) program. (Available through ESS TA)
7. Alcohol and/or substance abuse is a secondary disability which has resulted in loss of employment within the last two (2) years.
8. The individual's primary or secondary disability is Borderline Personality, Autism, Deaf-Blindness, Intellectual Disability, or Traumatic Brain Injury.
9. Has had three (3) or more required changes of anti-psychotic medications in the past year.
10. Requires specialized assistive technology such as sensory aids, telecommunication devices, adaptive equipment, and/or augmentative communication devices to succeed in Employment.
11. Other - **Contractor must provide documentation to assigned ESS TA** to support an additional employment limiting factor not listed above or another disability that would likely increase service costs and is more difficult to serve (must have at least one (1) other category documented first). **Assigned ESS TA must approve in writing in advance. This is only applicable if choosing "Other" as a criterion.**

D. Service Rates

Each service for this contract can only be paid at the maximum rate, once per case, per Contractor, except for the SES Career Exploration service if paid in a TWEF. When the SES Career Exploration service is initially paid in a TWEF, 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 (state rate may change each year)**, 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.

<u>SES Rates</u>	<u>Rate</u>	<u>Maximum Payment</u>
a. Assessment (SES AS)		
i) Tier One (1) (Most Significant)		\$ 687.50
ii) Tier Two (2) (Significant)		\$ 454.30
b. Career Exploration (SES CAEX) (<u>up to 40 total hrs.</u>)	\$55.00/hr.	(\$2,200.00 max)
c. Vocational Preparation (Job Club (SES VP)		\$ 687.50
d. Internship (SES INT)		
i) Internship Development & Placement (SES INTDP)		\$ 275.00
ii) Internship Support Services (INT SS) (<u>up to 60 total hrs.</u>)		
1) Internship Onsite/Offsite Support (INT SS)	\$55.00/hr.	(\$3,300.00 max)
iii) Permanent Employment (INT PE)		\$ 825.00
e. Job Development & Placement (SES JDPL)		
i) Tier One (1) (Most Significant - Highly Challenged Rate) (SES JDPL 1)		\$3,437.50
ii) Tier Two (2) (Most Significant – Regular Rate) (SES JDPL 2)		\$1,856.80
iii) Tier Three (3) (Significant) (SES JDPL 3)		\$ 454.30
iv) Tier Four (4) (Not Mtg. Def. of Most Sig. or Sig. Dis.) (SES JDPL 4)		\$ 852.50

E. Service Descriptions for Supplemental Employment Services

1. SES Assessment: (SES AS)

- a. Service Description: All services and travel must be pre-authorized before the service begins.**

Tier One (1) Assessment (for individuals with the most significant disabilities)

The Contractor is required to complete a **minimum of two (2)** situational assessments, at least two (2) hours each, in two (2) different integrated work settings. The Contractor will use the individual’s **IPE vocational goal** to identify two (2) appropriate work settings for the situational assessments.

The Contractor will use the individual’s **IPE vocational goal** to identify the appropriate work settings for the situational assessments.

The situational assessments will be used to identify skills, areas of interest, desired work environments, and priorities for the individual. Priorities for the individual may include work location, shift, pay rate, weekly hours worked, transportation to work, etc.

The Contractor and the individual will develop an **ESS-C-278 Plan for Assessment** documenting the assessments to be completed. The Contractor and the individual will also create or update an **ESS-C-285n Electronic Résumé**.

Before beginning the assessments, the Contractor will email a copy of the **ESS-C-278 Plan for Assessment** to the DRS Counselor as an attachment for review, modification, or approval. The Contractor will retain a copy of the email sent to the counselor and a copy of the email reply from the DRS Counselor, if received. **(See ESS-C-278n DRS Counselor response to ESS-C-278 Plan for Assessment)**

When **either** of the required situational assessments is **NOT** related to the **IPE vocational goal**, the Contractor will document the reason on the **ESS-C-278 Plan for Assessment**.

When **neither** of the planned assessments are related to the individual's **IPE vocational goal**, the DRS Counselor's written approval must be obtained before proceeding with the assessments.

The DRS Counselor has five (5) business days to respond from date of the Contractor's email. ***If the DRS Counselor does not respond within five (5) business days, and at least one (1) of the identified assessments is related to the IPE vocational goal, then the Contractor can proceed with the assessments*** in the **ESS-C-278 Plan for Assessment**.

Tier Two (2) Assessment (for individuals with significant disabilities or disabilities not meeting the definition of most significant or significant)

The Contractor is required to complete at least **one situational assessment** in an integrated work setting for a minimum of two (2) hours, and **one (1) additional assessment from the list below**:

- i) **ESS-C-329 Comprehensive Vocational Profile and/or;**
- ii) **ESS-C-305n Customized Assessment(s)** (approved by DRS Counselor). and/or;
- iii) Community-Based Situational Assessment and/or;
- iv) In-House Situational Assessment **(must include Job Description used for job recruitment)**.

The Contractor and the individual will develop an **ESS-C-278 Plan for Assessment** documenting the assessments to be completed. The Contractor and the individual will also create or update an **ESS-C-285n Electronic Résumé**.

The Contractor will use the individual's **IPE vocational goal** to identify an appropriate work setting for the required situational assessment. **The situational assessment will be used to identify skills, areas of interest, desired work environments, and priorities for the individual. Priorities for the individual may include work location, shift, pay rate, weekly hours worked, transportation to work, etc.**

Before beginning the assessments, the Contractor will email a copy of the **ESS-C-278 Plan for Assessment** to the DRS Counselor as an attachment for review, modification, or approval. The Contractor will retain a copy of the email sent to the counselor and a copy of the email reply from the DRS Counselor, if received.

When the required situational assessment is **NOT** related to the IPE vocational goal, the Contractor will document the reason on the **ESS-C-278 Plan for Assessment**. **The DRS Counselor's written approval must be obtained to proceed with the situational assessment.** The Contractor must also obtain written approval from the DRS Counselor when completing a Customized Assessment. **(See ESS-C-278n DRS Counselor response to ESS-C-278 Plan for Assessment)**

The DRS Counselor has five (5) business days to respond from date of the Contractor's email. ***If the DRS Counselor does not respond within five (5) business days, and neither of the planned assessments require written approval from the DRS Counselor, then the Contractor can proceed with the assessments*** in the **ESS-C-278 Plan for Assessment**.

Assessment Tier 1 and Tier 2 General Requirements:

The Contractor must have a copy of the DRS IPE before conducting a situational assessment to comply with Department of Labor (DOL) 64c08.

An **ESS-C-161 Job Analysis** will be completed before the start of each situational assessment to identify the critical components of the job. The results of the job analysis will be utilized by the Contractor to determine whether the work setting is compatible with the individual's disabilities, interests, capabilities, strengths, abilities, priorities, and functional capacities.

The **ESS-C-161 Job Analysis(s)** and the **ESS-C-139 Situational Assessment Report** will be used to complete the **ESS-C-297 Compatibility Analysis**.

In Tier 1, if the first situational assessment results in employment, a second situational assessment is **not** required for payment.

The Contractor may choose to complete one (1) situational assessment in their facility (in-house) if it is based on an actual job which matches the individual's vocational goal on the IPE. The Contractor will provide the **ESS-C-289n Job Description** used for recruitment with the **ESS-C-278 Plan for Assessment** when conducting an in-house situational assessment.

The **ESS-C-310 Assessment Report** will be completed with the individual to document their educational and vocational history, skills, and assessment **of job readiness**.

If the assessment documentation indicates the individual is **not ready for Job Development and Placement (SES JDPL)**, it is recommended an authorization for the **Vocational Preparation (SES VP)** be requested from the DRS Counselor.

In cases when the individual can benefit from more extensive assessment services, Career Exploration (SES CAEX) is recommended, and an authorization should be requested from the DRS Counselor.

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

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

When the SES Assessment is not authorized, the DRS Counselor must justify this decision in an **AWARE case note.**

b. Outcome:

The Contractor has provided sufficient information to the DRS Counselor to verify or modify the vocational goal and the weekly work goal (***for individuals with the most significant disabilities***) as specified in the IPE. In addition, the Contractor and individual have identified supports needed for a successful employment outcome.

c. Complete and Submit All Required Case Documentation for Payment of SES AS Tier 1 Service to the DRS Counselor:

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)* (required only when SES AS Service lasts more than one (1) month from date of referral, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
- iii) **ESS-C-139 *Situational Assessment Report***
- iv) **ESS-C-161 *Job Analysis* (completed before each situational assessment)**
- v) **ESS-C-278 *Plan for Assessment* (email to DRS Counselor before starting the assessments)**
- vi) **ESS-C-278n DRS Counselor email/written response to Plan for Assessment, when received (required when both assessments are NOT related to the IPE vocational goal)**
- vii) **ESS-C-285n *Electronic Résumé* (email to DRS Counselor)**
- viii) **ESS-C-289n *Job Description* (required when an in-house situational assessment is completed)**
- ix) **ESS-C-297 *Compatibility Analysis***
- x) **ESS-C-310 *Assessment Report***
- xi) **ESS-C-413 *Highly Challenged Criteria Form* with documentation (email to DRS Counselor, and email to ESS TA only if choosing “Other” on the form, if applicable)**
- xii) **ESS-C-801 *Authorization Request & Invoice***

d. Complete and Submit All Required Case Documentation for Payment of SES AS Tier 2 Service to the DRS Counselor:

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)* (required only when SES AS Service lasts more than one (1) month from date of referral, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
- iii) **ESS-C-139 *Situational Assessment Report***
- iv) **ESS-C-161 *Job Analysis***
- v) **ESS-C-278 *Plan for Assessment* (includes one required situational assessment and a minimum of one other assessment from the list) (email to DRS Counselor before starting assessments)**
- vi) **ESS-C-278n DRS Counselor response to **ESS-C-278 *Plan for Assessment*** (if received, DRS Counselor has 5 business days to reply to emailed **ESS-C-278 *Plan for Assessment***)**
- vii) **ESS-C-285n *Electronic Résumé* (email to DRS Counselor)**

- viii) **ESS-C-289n** Job Description (when in-house Situational Assessment is completed)
- ix) **ESS-C-297** *Compatibility Analysis*
- x) **ESS-C-305n** Customized Assessment(s) (if completed as one of the two required assessments)
- xi) **ESS-C-310** *Assessment Report*
- xii) **ESS-C-329** *Comprehensive Vocational Profile* (if completed as one of the two required assessments)
- xiii) **ESS-C-801** *Authorization Request & Invoice*

2. **SES Career Exploration (SES CAEX):**

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.

a. **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:

- i) informational interviews with employers;

- ii) job shadowing;
- iii) job sampling
- iv) situational assessments;
- v) trial work experiences (**for individuals on TWEPs only**);
- vi) volunteer experiences;
- vii) work-site tour, and;
- viii) 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 for approval. 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 **\$55.00 per hour** for up to a **total of 40 hours** and a **maximum of \$2,200.00** 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.

- b. **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.
- c. **Complete and Submit All Required Case Documentation for Payment of SES CAEX Service to the DRS Counselor:**
 - i) **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)**
 - ii) **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)**
 - iii) **ESS-C-137 Plan of Career Exploration(s) (submit monthly or with final billing if SES CAEX is completed within one month, if applicable)**

- iv) **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)
- v) **ESS-C-141** *Career Exploration Report(s)* (submit monthly or with final billing if SES CAEX is completed within one month)
- vi) **ESS-C-145n** DRS Counselor Response(s) to **ESS-C-137** *Plan of Career Exploration(s)*
- vii) **ESS-C-149n** Contractor's Written Justification for completing less than the required three (3) different activities (when applicable)
- viii) **ESS-C-153n** DRS Counselor Written Approval for completing less than three (3) different activities (when applicable)
- ix) **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)
- x) **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)
- xi) **ESS-C-801** *Authorization Request & Invoice* (submit monthly or with final billing if SES CAEX is completed within one month)

3. **SES Vocational Preparation (Job Club): (SES VP)**

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

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

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

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

a. **Service Description: All services and travel must be pre-authorized before the service begins.**

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

Job Club will be provided by an EC who has completed the Job Club Train-the-Trainer training. The Contractor will maintain an **ESS-C-321** *Job Club Sign-In Sheet* for each individual's attendance that includes a list of the training goals achieved each day. Each individual completing job club will receive an **ESS-C-325** *Certificate of Completion* to retain for their records.

- #### b. **Outcome:** The individual has successfully completed all Job Club training goals including but not limited to:
- i) Work adjustment skills and ego strength building;
 - ii) Substantial assistance in learning how to obtain and maintain employment;

iii) Clarification of strengths, interests, and career choice;

iv) Short-term and long-term vocational goals.

c. Complete and Submit All Required Case Documentation for Payment of SES VP (Job Club) Service to the DRS Counselor:

i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See C. Service Rates)**

ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)* (required only when SES VP service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required documentation for payment)**

iii) **ESS-C-317n** Copies of summary pages from vocational interest inventories

iv) **ESS-C-321 *Job Club Sign-In Sheet***

v) **ESS-C-325** Copy of *Certificate of Completion* issued to individual

vi) **ESS-C-413 *Highly Challenged Criteria Form* with documentation (email to DRS Counselor, and email to ESS TA only if choosing “Other” on the form, if applicable)**

vii) **ESS-C-801 *Authorization Request & Invoice***

4. SES Internship Development and Placement (SES INT DP):

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.

Internships provide adults and transition-aged youth with an opportunity to increase their professional behaviors (employability skills) that can be used on their resume after graduation.

An internship can give an adult or transition-aged youth information to guide their career choice. The experience can assist with validating or eliminating employment fields and/or majors. An internship experience can help an adult or transition-aged youth gain confidence and a better understanding of the work environment. Lessons learned can be applied to their academic and personal life.

Building connections in the professional world is an integral part of the internship. Establishing and maintaining network connections made during the internship, can help adults and transition-aged youth throughout their chosen career path. Adults and transition-aged youth can ask professionals in their network to be a mentor, write letters of recommendation, and/or serve as a reference for their future academic and/or employment opportunities.

a. 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.

The Contractor will assist the individual with identifying internship opportunities in or related to their vocational goal, and complete internship applications and résumés, when required.

The Contractor will help prepare the individual for internship interviews, and assist with completing the internship agreement as part of the internship placement, if required.

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.

Once the internship begins, onsite and/or offsite supports and training will be provided by the Contractor on an individualized basis for the duration of the internship to meet the needs of the individual and employer.

In the first week of the internship, the Contractor will complete the **ESS-C-161 Job Analysis**, and this information 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, after the individual has been employed in the internship for one (1) month. The Contractor will be paid **two hundred and seventy-five dollars (\$275.00)** for the internship development and 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-five dollars (\$55.00) per hour** not to exceed a total of **three thousand three hundred dollars (\$3300.00)** for the duration of the internship.

The Contractor will contact the individual, DRS Counselor, and any other relevant team members to coordinate a Team Meeting **within the final month of the internship**. The Contractor will schedule the meeting with at least two (2) weeks' notice to allow time for all members to make arrangements 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:

- i) Discussion of **ESS-C-810 Employee Performance Report**;
- ii) Individual's thoughts about the Internship;
- iii) Individual's progress towards permanent employment with Internship employer;
- iv) Opportunities for permanent employment;
- v) Discuss reasons internship will not result in permanent employment with the Internship employer;
- vi) Additional employment services needed upon completion of Internship;
- vii) Accommodation needs;
- viii) Onsite and offsite support needs;
- ix) Training needs;
- x) Transportation;
- xi) Work clothing, and/or;

xii) 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.]

At the completion of the internship, if the individual obtains permanent competitive integrated employment with the same employer, the Contractor will be paid an **eight hundred and twenty-five dollars (\$825.00)**. **During the Team Meeting, the Team will determine if the individual needs continued support beginning with the SE R4 or ER R4 services, or if no additional support is needed. If the Team determines that continued supports are needed, the DRS Counselor will pre-authorize for the employment contract and service that best accommodates their needs based on the individual's functional capacities.**

The Contractor will submit the **ESS-C-801 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, **the DRS Counselor will pre-authorize for SES JDPL and SE R4 or ER R4 based on the individual's level of functional capacities and the service that best accommodates their needs.**

- b. **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**.
- c. **Complete and Submit All Required Case Documentation for Payment of First Month of Internship Service to the DRS Counselor:**
 - i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
 - ii) **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)**
 - iii) **ESS-C-157 Pre-Placement Information Form (submit prior or on start date of initial internship, email to DRS Counselor and Cc ESS TA)**
 - iv) **ESS-C-161 Job Analysis (completed during the first week of internship and required with first month's billing)**
 - v) **ESS-C-165 Internship Placement Report (required with first month's billing)**
 - vi) **ESS-C-169 Internship Time Log(s) (required with first month's billing)**
 - vii) **ESS-C-185 Job Accommodation Form (required with first month's billing)**
 - viii) **ESS-C-197n Internship Agreement Documentation**

- ix) **ESS-C-801 Authorization Request & Invoice (required with first month's billing)**
- d. **Complete and Submit All Required Case Documentation for Monthly Payment of Internship Supports to the DRS Counselor:**
 - i) **ESS-C-117 Travel Log and Invoice (when travel is authorized)**
 - i) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required with each month's billing)**
 - ii) **ESS-C-169 Internship Time Log (required with each month's billing)**
 - iii) **ESS-C-185 Job Accommodation Form (required with each month's billing, ONLY if updated)**
 - iv) **ESS-C-801 Authorization Request & Invoice (required with each month's billing)**
- e. **Complete and Submit All Required Case Documentation for Payment of Final Month of Internship Service to the DRS Counselor:**
 - i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
 - ii) **ESS-C-133 DRS Counselor Monthly Update Form(s)**
 - iii) **ESS-C-157 Pre-Placement Information Form (required when hired permanently by Internship Employer, email to DRS Counselor and Cc ESS TA)**
 - iv) **ESS-C-169 Internship Time Log (required with final month's billing)**
 - v) **ESS-C-173 Team Meeting Report (required with final month's billing)**
 - vi) **ESS-C-177 Placement Report (required with final month's billing if hired by the same employer)**
 - vii) **ESS-C-185 Job Accommodation Form (required with final month's billing, ONLY if updated)**
 - viii) **ESS-C-801 Authorization Request & Invoice (required with final month's billing)**
 - ix) **ESS-C-810 Employee Performance Report (required with final month's billing)**
- f. **Required Case Documentation for Internship Employer or Job Changes:**
 - i) **ESS-C-161 Job Analysis (completed before the first day of the new internship and required with first month's billing)**
 - ii) **ESS-C-181 Termination/Re-Placement Report, (when notified of termination, email to DRS Counselor and Cc ESS TA)**
 - iii) **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)**
 - iv) **ESS-C-185 Job Accommodation Form (for re-placement in a new internship)**
 - v) **ESS-C-197n Internship Agreement Documentation**

5. SES Job Development & Placement Service: (SES JDPL)

- a. **Service Description:** All services and travel must be pre-authorized before the service begins.

NOTE: Supported Employment R4 (Four (4) Weeks Job Support), Employment & Retention R4 (Four (4) Weeks Job Support), or Job Placement EM (Successful Employment) service depending on the individual's level of support needs, must be pre-authorized with the SES JDPL service since they begin on the first day of employment.

General Job Search and Job Development Requirements for All Tiers

The Contractor will conduct job search and development activities consistent with the individual's vocational goal, unique strengths, priorities, concerns, abilities, capabilities, interests, and informed choice. The Contractor will also consider the individual's weekly work goal, potential job tasks, and employment conditions identified in the Individualized Plan for Employment (IPE).

The role of the Contractor and/or EC is to assist the individual in becoming as independent as possible in the job search process.

Job search and development activities include but are not limited to:

1. Training individuals where and how to search for job listings,
2. Identifying and sharing employment opportunities related to the individual's IPE vocational goal,
3. Assisting with résumé and/or cover letter development,
4. Training and/or assisting the individual with completing job applications,
5. Preparing the individual for job interviews,
6. Training the individual on appropriate follow-up etiquette after job interviews, and
7. Other.

The Contractor and/or Employment Consultant (EC) can use different types of contacts including in-person meetings, virtual meetings, email, phone contacts, etc. to engage the individual in ongoing job search and development activities. The type of support provided should be based on the individual's needs and preference. The Contractor will provide the level of support and time needed to assist the individual with achieving a successful job placement.

The Contractor will document all job search and development activities on the ESS-C-133 DRS Counselor Monthly Update Form and submit to the DRS Counselor each month prior to placement.

Tier 1 Requirements (for individuals with the most significant disabilities meeting the highly challenged criteria)

The DRS Counselor or Contractor will use the Highly Challenged Criteria in *Section C*. to determine whether an individual needs this higher level of support. In Tier 1, the level of support provided to an individual considered highly challenged will be more intensive than for an individual in Tiers 2, 3, or 4. The Contractor will spend more time training, preparing, and supporting the individual with completing job search activities. Using in-person contact as the primary source of support will likely result in the best placement outcome for individuals in Tier 1.

Tier 2 Requirements (for individuals with the most significant disabilities NOT meeting the highly challenged criteria)

In Tier 2, the Contractor will provide individualized support and training to prepare the individual with completing job search activities. During the job search, support should be provided to assist the individual with gaining job search skills, developing soft skills related to job attainment, and to increase the individual's ability to independently seek employment. Using in-person contact as the primary source of support will likely result in the best placement outcome for individuals in Tier 2.

Tier 3 Requirements (for individuals with significant disabilities)

In Tier 3, the Contractor will provide individualized support to prepare the individual with completing job search activities. During the job search, different contact types should be used to assist the individual with increasing job search skills, soft skills related to job attainment, and the ability to independently seek employment.

Tier 4 Requirements (for individuals with disabilities not meeting the definition of most significant or significant)

In Tier 4, the Contractor will provide individualized guidance to help prepare the individual for job search activities. During the job search, different contact types should be used to assist the individual with achieving the best placement outcome.

If at any time during the job search the individual expresses a desire to discontinue pursuing employment, the Contractor will notify the DRS Counselor immediately by email and/or phone and encourage the individual to contact the DRS Counselor too.

If a successful placement has not occurred within the first six (6) months of the Job Development & Placement service the Contractor will collaborate with the DRS Counselor to schedule a Teams Meeting to discuss progress, issues, and strategies for future job development, and/or decide whether job search activities should continue. The team will include the individual, the DRS Counselor, the Contractor, and any other relevant team members identified by the individual. The meeting will be scheduled to allow enough time for all Team Members to participate.

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

- i) Individual's progress in job development;
- ii) Whether the individual wants to continue with pursuing competitive integrated employment;
- iii) Whether the needs of the individual are being met in the Job Development and Placement service;
- iv) Other.

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

NOTE: Support services for individuals obtaining employment under Tiers 1, 2, 3, and 4 begin the first (1st) day on the job. Refer to the SE R4, ER R4, or JP EM Service Descriptions in the Supported Employment, Employment & Retention, and Job Placement Contracts for training and support requirements.

Once the job begins, the Contractor will support the individual during onboarding and provide the level of support that meets the individual's needs.

The **ESS-C-161 Job Analysis (must be completed before the first (1st) day of work only when onsite support is provided)** and used with other information obtained to identify specific support and accommodations on the **ESS-C-185 Job Accommodation Form**.

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/>

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 **ESS-C-157 Pre-Placement Information Form (the breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the ESS-C-157 Pre-Placement Information Form)**.

If the individual loses their job before the completion of five (5) days on the job, **when notified of job 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: for re-placement, ESS-C-161 Job Analysis (completed before the first (1st) day of work, only when on-site support is provided); and ESS-C-185 Job Accommodation Form are submitted with next billing.]**

- b. **Outcome:** The individual has been employed in a **job of their choice** that meets the requirements of supplemental employment services 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 support and assisted the individual with negotiating job accommodations.
- c. **Complete and Submit All Required Case Documentation for Payment of SES JDPL Service to the DRS Counselor:**
 - i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See C. Service Rates)**
 - ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when SES JDPL service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
 - iii) **ESS-C-157 Pre-Placement Information Form (submit before or on the start date of the initial job only, email to DRS Counselor and Cc ESS TA)**
 - iv) **ESS-C-161 Job Analysis (completed before first (1st) day of work for initial placement, only when onsite support is provided)**

- v) **ESS-C-166** *Placement Report* (counts as final DRS Monthly Update for SES JDPL service)
- vi) **ESS-C-185** *Job Accommodation Form* (for initial placement)
- vii) **ESS-C-213n** O*NET median hourly wage documentation (**ONLY required when hired by the Contractor, for the region or city where the job is located, before or on the start date, email to the DRS Counselor and Cc ESS TA**)
- viii) **ESS-C-285n** *Résumé*, if requested for any job application/s (email to DRS Counselor prior to submitting job application)
- ix) **ESS-C-413** *Highly Challenged Criteria Form* with documentation (email to DRS Counselor, and email to **ESS TA** only if choosing “Other” on the form, if applicable)
- x) **ESS-C-801** *Authorization Request & Invoice*

If termination and/or re-placement occurs:

- xi) **ESS-C-181** *Termination/Re-Placement Report* (when notified of job termination, email to DRS Counselor and Cc ESS TA)
- xii) **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)
- xiii) **ESS-C-161** *Job Analysis* (completed before the first (1st) day of work for re-placement, **only** when onsite support is provided)
- xiv) **ESS-C-185** *Job Accommodation Form* (for re-placement)

F. 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>

- 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. K. Contract Suspension

G. Contractor Compliance Requirements

1. Required Contractor Reporting

- a. **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**.
- b. **Monthly updates to DRS Counselor:** Monthly updates are required when any service extends beyond one month. The EC is required to complete and email the **ESS-C-133 DRS Counselor Monthly Update Form(s)** to the DRS Counselor each month summarizing the following:
- i) Assessments performed,
 - ii) Applications and résumés submitted,
 - iii) Interviews scheduled or completed,
 - iv) Employer contacts,
 - v) Employer or employment consultant concerns regarding work skills (including soft skills) and/or behaviors,
 - vi) Explain how the EC is addressing any concerns, and/or
 - vii) Any additional support required throughout the provision of contract services,
 - viii) Other.

If no progress has occurred, please explain fully on the form.

The **ESS-C-133 DRS Counselor Monthly Update Form(s)** should be submitted separately from the other required service documentation for payment. The individual service reports will be considered the final monthly update for each service.

- c. **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.
- d. **Annual Reporting:** The Contractor must report their annual statistics for SES on the Annual **ESS-A-010 Contracts Production Report** by July 31st.
- e. **Staff Reporting:** When any staff changes occur, Contractors must **notify their ESS TA promptly by email**. The email will include the following:
- i) Name
 - ii) Date National Background Check completed (See **note** below)
 - iii) Start Date
 - iv) Termination Date
 - v) 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.

- f. **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.
- g. **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.**
- h. **Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by the ESS Unit.

H. Contractor Qualifications

1. DRS Contracting Requirements

- a. Businesses interested in contracting with DRS to provide employment services must verify the Project Director was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months.

To initiate the contracting process, the following documents must be submitted to the ESS Unit (ESSUnit@okdrs.gov) for review:

- i) Project Director's Certificate of Completion of the DRS Employment Consultant (EC) Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET);
 - ii) Project Director's current résumé;
 - iii) Evidence of financial solvency documenting liquid assets or lines of credit of:
 - (1) At least fifty thousand dollars (\$50,000) if serving Metro Areas, or;
 - (2) At least twenty-five thousand dollars (\$25,000) if serving only Rural Areas.
- b. **Developmental Disabilities Services (DDS) Vocational Services Providers** interested in contracting with DRS to provide employment services must verify the Project Director was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months.

To initiate the contracting process, the following documents must be submitted to the ESS Unit (ESSUnit@okdrs.gov) for review:

- i) Certificates of Completion of the **DDS Employment Training Specialist Orientation I and II**;
- ii) Project Director's current résumé;
- iii) Evidence of financial solvency documenting liquid assets or lines of credit of:
 - (1) At least fifty thousand dollars (\$50,000) if serving Metro Areas, or;
 - (2) At least twenty-five thousand dollars (\$25,000) if serving only Rural Areas.

All required documentation must be received no later than March 31st to initiate contract(s) for the current fiscal year.

2. 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.

I. 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:

- a. Social Security Work Incentives
- b. Job Development/Marketing
- c. Job Club Train-the-Trainer Training (**required if EC is conducting Job Clubs**)
- d. Introduction to Positive Behavior Supports in the Workplace (**online training - prerequisite for Positive Behavior Supports in the Workplace**)
- e. Positive Behavior Supports in the Workplace
- f. Instructional Supports
- g. Supporting Individuals with Autism Spectrum Disorder
- h. Blind Culture and Job Placement for Individuals with Vision Loss (**required by DRS Services to the Blind and Visually Impaired (SBVI)**)
- i. Deafness and Employment (**required by DRS Vocational Rehabilitation (VR) Services**)

To access required online training click on the following link:

<http://ncdetcourses.com>

For additional assistance call or email Vicki Farley at (405) 325-2745 or vfarley@ou.edu.

4. 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:**

- a. Employment services,
- b. Management/leadership,
- c. Behavior management,
- d. Time management,
- e. Conflict resolution,
- f. Specific disabilities,
- g. Effective Teaching and Learning (ETL),
- h. Assistive technology,
- i. Tech Tuesday virtual training, or
- j. Other as approved by ESS TA

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

- a. University of Arkansas Center for the Utilization of Rehabilitation Resources for Education Networking Training & Service (UA CURRENTS),

- b. On-line training provided by Virginia Commonwealth University Rehabilitation Research & Training Center (VCU RRTC),
- c. Workforce Innovation Technical Assistance Center (WINTAC),
- d. Vocational Rehabilitation Youth Technical Assistance Center (Y-TAC),
- e. Vocational Rehabilitation Technical Assistance Center for Quality Employment (VRTAC-QE),
- f. Other DRS-recognized sources, webinars, computer-based training, or in-service training approved by the ESS TA, or
- g. **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.

J. Contract Compliance

1. The ESS TA will review documentation and information below to determine if Contractor is following the contract:
 - a. Attendance at **all** Project Director Meetings
 - b. Obtaining required training within time frames stated in contract (unless extensions are approved by ESS TA)
 - c. Completion of at least 6 hours of continuing education each contract year – related to field, by project director and employment consultants
 - d. Mid-Year Reporting with supporting documentation **submitted by January 31st**
 - e. Annual Reporting with supporting documentation (if updated from time of contract renewal) **submitted by July 31st**
 - f. Timely notification to ESS TA by email when staff changes occur. (Include: Name; Background Check Completion Date; Salary; Start Date, and Termination Date)
 - g. Quality Assurance Reviews (average of case reviews completed at Mid-Year and Annual Reporting)
 - h. **ESS-A-080 Monthly Contractor Production Report submitted by the 10th of each month**
 - i. Pre-Placement Reports
 - j. Other contract requirements
2. Procedures:
 - a. The ESS TA will send an **ESS-A-035 Contract Compliance Review** to notify Contractor of their compliance status.
 - b. If a Contractor is found to be out-of-compliance, the ESS TA will determine if a plan of action is necessary.
 - i) When required, Contractor will write a plan of action outlining the steps to be implemented to meet contract compliance within the next six (6) months.

- ii) The plan of action will be submitted to the ESS TA within thirty (30) days of receiving the **ESS-A-035 Contract Compliance Review**.
- iii) The ESS TA will review contract compliance again in six (6) months.
- iv) Upon review, the ESS TA will contact Contractor to discuss their progress and determine if an updated plan of action is required.
- v) If Contractor **fails** to follow through with their plan of action, Contractor must meet with the ESS Unit and develop a six (6) month plan of correction.
 - 1) The 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.
 - a) Contractor is required to submit a monthly progress report while on probation.
 - b) When Contractor demonstrates progress toward contract compliance, probation will be lifted.
- c. Once Contractor is complying, the ESS TA will document this in writing and no further action is required.

K. 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.

L. DRS's Obligations

1. The DRS counselor shall provide the Contractor written Authorization(s) for Purchase(s) for each DRS client referred to the Contractor. Contract services shall not be scheduled and/or initiated with the DRS client prior to the Contractor's receipt of written Authorization(s) for Purchase(s) from the DRS counselor.
2. The DRS shall provide payment for authorized contract services at the rates set forth in section II.

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the rates approved by the Oklahoma Commission for Rehabilitation Services and set forth in section II. 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. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

C. Lapse Of Invoices/Claims

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

IV. Special Terms

A. Travel Restriction

Because this is a 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.

V. Standard Terms

A. Equal Opportunity/Non-Discrimination

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

B. Lobbying Activities

The Contractor certifies the following:

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

C. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance

is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

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

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

G. Access To And Retention Of Records

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

The Contractor 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, management letter (if applicable) corrective action plan to all audit findings, and the auditor's latest external quality control review report to the DRS Contracts Unit at 3535 N.W. 58th Street, Suite 300, Oklahoma City, OK 73112 or

Contracts@okdrs.gov 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 for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the 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.

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.

AA. Prohibition On Certain Telecommunications And Video Surveillance

The Contractor shall not obligate or expend funds received as payment under this contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by one of the prohibited companies as provided for at 2 C.F.R. § 200.216.

