

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

This agreement, consisting of forty-four (44) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (DRS) and

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

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

**RECITALS**

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

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

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

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

**WHEREAS**, the fees for services set forth herein have been approved 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 1, 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 supported employment and the qualifications and performance expectations for the Contractor 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 Supported Employment**

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

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

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

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

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

**3. Employment Consultant (EC)** refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer’s specifications and learn

the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

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

k. Other - Contractor must provide documentation to assigned ESS TA to support an additional employment limiting factor not listed above that would likely increase service costs and difficulty to serve.

9. **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 34 C.F.R. §361.45 and §361.46 for more details)

10. **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.

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

13. **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.

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

- a. Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment;
- b. Are identified based on a determination by the DRS of the individual's need as specified in an individualized plan for employment;

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

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

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

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

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

**16. Rural Contractor** is a contractor whose primary service areas are not covered by the Metro definition.

**17. Short-term Basis** refers to an individual with a most significant disability, whose supported employment in an integrated setting does not satisfy the criteria of competitive integrated employment, as defined in 34CFR361.5(c)(9) is considered to be working on a short-term basis toward competitive integrated employment so long as the individual can reasonably anticipate achieving competitive integrated employment:

- a. Within six (6) months of achieving a supported employment outcome; or,
- b. In limited circumstances, within a period not to exceed twelve (12) months from achievement of the supported employment outcome, if a longer period is necessary based on the needs of the individual, and the individual has demonstrated progress toward competitive earnings based on information contained in the case service record.

**18. Stabilization** means the time period when EC support is reduced to the long-term maintenance level where the individual retains employment, and personal satisfaction with the job, as well as employer satisfaction with the individual's job performance.

**19. Supported Employment (SE)**

a. means competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with the most significant disability, is working on a short term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests and informed choice of the individual including with ongoing support services for individuals with the most significant disabilities:

- i) For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and
- ii) Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated state unit, in order to perform this work.

b. For purposes of this part, an individual with a most significant disability, whose supported employment in an integrated setting does not satisfy the criteria of competitive integrated employment, as defined in paragraph (c)(9) of this section is considered to be working on a short-term basis toward competitive integrated employment so long as the individual can reasonably anticipate achieving competitive integrated employment -

- i) Within six months of achieving a supported employment outcome; or
- ii) In limited circumstances, within a period not to exceed 12 months from the achievement of the supported employment outcome, if a longer period is necessary based on the needs of the individual, and the individual has demonstrated progress toward competitive earnings based on information contained in the service record.

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

- a. Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;
- b. Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;
- c. Provided by the DRS for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and
- d. Following transition, as postemployment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

**21. Team Meeting** is a meeting between 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. (A Team Meeting is required during the Stabilization (ST) service, but additional team meetings can be conducted at any time, as needed.)

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

## **B. Overview of Supported Employment Services**

Supported Employment (SE) services are ongoing support services, job accommodations, and other appropriate services needed to support and maintain an individual with a **most significant disability (substantially limits three (3) or more functional capacities in terms of an employment outcome)**, including a youth with a most significant disability, in competitive integrated employment for a period generally not to exceed twenty-four (24) months after the individual’s first day of employment, unless under special circumstances the individual and the DRS Counselor jointly agree to extend the time to achieve the employment outcome identified in the IPE.\*

\*For specific information regarding Supported Employment provision timeline refer to Federal Regulation 361.5(c)(54)(iii) located at [https://www.ecfr.gov/current/title-34/part-361/section-361.5#p-361.5\(c\)\(54\)\(iii\)](https://www.ecfr.gov/current/title-34/part-361/section-361.5#p-361.5(c)(54)(iii))

SE Services are available to be used with other employment services contracts or in certain cases can be used independently to meet the individual’s employment needs.

**The following factors are considered when determining the need for SE Services for youth and adults:**

1. competitive integrated employment has not historically occurred, or competitive integrated employment has been interrupted or intermittent because of a significant disability or disabilities;
2. a significant degree of job site support is required to learn job tasks, gain work adjustment skills, and stabilize in employment, and;
3. intensive supported employment services are needed to perform their work because of the nature and severity of their disabilities; and

4. extended services provided by another source are needed to maintain employment after achieving a DRS employment outcome; and
5. youth twenty-four (24) years old or younger require extended services provided by DRS for a period not to exceed four (4) years.

**Services in the SE contract include:**

1. **Four (4) Weeks Job Support & Retention (SE R4): (First Four (4) Weeks on the Job)**
2. **Eight (8) Weeks Job Support & Retention (SE R8): (Eight (8) Weeks on the Job, Cumulative)**
3. **Job Stabilization (SE ST): (Twelve (12) Regular or Sixteen (16) Weeks Highly Challenged, Cumulative)**
4. **Onsite Support and Training (SE OST)**
5. **Successful Employment (SE EM): (Additional Ninety (90) Calendar Days)**
6. **Extended Services for Transition (SE EST)**
7. **Additional Placement Rates (SE APR)**

**NOTE: Before the individual starts work, the Individualized Plan for Employment (IPE) should include the service category, Supported Employment Services. SE will be used to provide support after the individual begins employment based on the individual's level of functional capacities.**

Once an individual has been placed in a job using the Job Development & Placement Service (JDPL) in the Supplemental Employment Services (SES) contract, the individual is ready to receive workplace support in the Supported Employment (SE) R4 Service. No additional **DRS-C-301 Employment Services Referral** is required when an individual is transitioning from the SES JDPL to SE R4 for workplace support.

When an individual is **not** transitioning from the **SES JDPL Service**, and is **beginning** employment services with the **SE contract**, the individual will select their DRS Contractor using informed choice, then the DRS Counselor will email the **DRS-C-301 Employment Services Referral** to the Contractor with the following documents:

**(Example: Before working with an Employment Contractor, the individual obtains employment independently, and the Counselor and individual working together determine workplace supports are required to assist the individual in retaining competitive integrated employment).**

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 SE 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 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: Since SE R4 begins the first day of employment, SES JDPL and SE R4 are authorized at the same time.**

### **Determining Level of Support Needs**

1. For individuals **transitioning** to the **SE R4 Service** from the **SES JDPL Service**, under the **highly challenged criteria**, the Contractor will continue to provide **intensive onsite support and training each work week based on the individual's support needs.**
2. For individuals **not transitioning** from the **SES JDPL Service**, and **beginning** services with the **SE R4 Service**, 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 needs.
3. During the provision of **SE services**, the **highly challenged criteria (See Section C. Highly Challenged Criteria)** can be used to recommend to the DRS Counselor an individual be moved from **regular** to **highly challenged** for more intensive support to better meet their employment needs.

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

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

**Team Meetings are preferred to be in person but can be conducted using other technology-assisted communication. (Such as: conference calls, Zoom, Teams, Skype, or other virtual platforms/apps, to allow for real-time participation by all team members.) 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, can choose to lead the meeting.**

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

**If an individual loses their job before the completion of nine (9) months of employment, the Contractor is required to replace the individual in another job at no cost to DRS and continue to provide the training and support necessary to get the individual to successful case closure. The Contractor will follow the individual's progress on the new job, provide training and support, and teach the individual how to advocate for reasonable job accommodations and access other available employee services to achieve a successful employment outcome.**

**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 for this contract.**

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

If the Counselor determines an individual meets the Highly Challenged Criteria during the provision of services, an **ESS-C-413 Highly Challenged Criteria Form** with 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 be considered for the Highly Challenged rates, an individual must meet two (2) or more of the following criteria:

1. Requires a personal care attendant at the job site.
2. Has exhibited an ongoing, documented pattern of explosive behavior, physical aggression, self-abuse, or destruction of property which would jeopardize 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**

The services for this contract can only be authorized once per case, per Contractor. 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**.

**PLEASE NOTE: SES JDPL, and SE R4 services will be requested for authorization at the same time because SE R4 begins on the first day of employment.**

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 service will constitute payment in full for all services delivered, except for mileage reimbursement, if authorized.

**1. Regular Rates:**

- a. **Four (4) Weeks Job Support & Retention (SE R4).....\$2,475.00**
- b. **Eight (8) Weeks Job Support & Retention (SE R8).....\$1,856.80**
- c. **Job Stabilization (SE ST).....\$2,337.50**
- d. **Onsite Support and Training (SE OST)..... \$ 220.00/mo.**
- e. **Successful Employment (SE EM) .....\$3,162.50**
- f. **Extended Services for Transition (SE EST)....\$55.00/mo. (\$2,640.00 max)**
- g. **Additional Placement Rates (SE APR).....Maximum Payment**
  - i) **2<sup>nd</sup> Placement.....\$990.00**
  - ii) **3<sup>rd</sup> Placement.....\$495.00**
  - iii) **4<sup>th</sup> Placement.....\$247.50**

**2. Highly Challenged Rates:**

- a. **Four (4) Weeks Job Support & Retention (SE R4).....\$2,062.80**
- b. **Eight (8) Weeks Job Support & Retention (SE R8).....\$2,062.80**
- c. **Job Stabilization (SE ST).....\$2,337.50**
- d. **Onsite Support and Training (SE OST)..... \$ 220.00/mo.**
- e. **Successful Employment (SE EM).....\$4,537.50**
- f. **Extended Services for Transition (SE EST)....\$55.00/mo. (\$2,640.00 max)**
- g. **Additional Placement Rates (SE APR).....Maximum Payment**
  - i) **2<sup>nd</sup> Placement.....\$990.00**
  - ii) **3<sup>rd</sup> Placement.....\$495.00**
  - iii) **4<sup>th</sup> Placement.....\$247.50**

## **E. Supported Employment Service Descriptions**

### **1. Four (4) Weeks Job Support & Retention Service (SE R4): (First Four (4) Weeks on the Job)**

- a. **Service Description:** All services and travel must be pre-authorized before the service begins. R4 begins the first (1<sup>st</sup>) day on the job.

The Contractor will support the individual to achieve a successful employment outcome in their IPE vocational goal. This includes, but is not limited to, learning their job duties and tasks, self-advocacy skills, and appropriate work-site behaviors. During the **SE R4 Service**, the Contractor will meet with the employer at least once to discuss the employer's satisfaction with the individual's job performance.

The Contractor will provide three (3) or more onsite support and training contacts each work week based on the individual's support needs. **For individuals receiving services under the highly challenged criteria, the Contractor will provide three (3) or more intensive onsite support and training contacts each work week based on the individual's support needs.** If the individual works three days or less per week, the onsite support and training contacts will be provided each workday of each week during the SE R4 Service.

**The type and extent of support and training needs of the individual will determine the total time spent onsite per contact each work week during the SE R4 Service.**

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

The **ESS-C-229 Natural Supports & Fading Plan** must be completed by the end of the **SE R4 Service**. This form will be submitted to the DRS Counselor for review/adjustment at the end of this service. The fading plan should be based on the individual's current level of natural supports, additional support needs and independence on the job. The role of the Employment Consultant is to assist the worker in becoming as independent as possible.

The Contractor will provide or arrange to implement supports as identified on the **ESS-C-229 Natural Supports & Fading Plan**. Any changes to specific supports and accommodations previously identified should be updated on the **ESS-C-185 Job Accommodation Form**.

If the individual loses their job, **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); ESS-C-185 Job Accommodation Form, and ESS-C-229 Natural Supports & Fading Plan are submitted with the next billing.]**

- b. **Outcome:** The individual has worked successfully for a minimum of four (4) weeks, beginning with the first (1<sup>st</sup>) day of employment, and has received all appropriate support services. Only weeks where the hours worked meet or exceed fifty percent (50%) of the weekly work goal are counted toward the minimum four (4) weeks.
- c. **Complete and Submit All Required Case Documentation for Payment of SE R4 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) (required only when SE R4 Service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required case documentation for payment)**
  - iii) **ESS-C-185 Job Accommodation Form (submit only if updated)**
  - iv) **ESS-C-225 Record of Hours Worked**
  - v) **ESS-C-229 Natural Supports & Fading Plan**
  - vi) **ESS-C-237n Current Pay Stub/Earnings Statement**
- OR**
- ESS-C-233 Employment Verification Form (signed by Employer and Employee)**
  - vii) **ESS-C-338 R4 Report (counts as final DRS Monthly Update for SE R4)**
  - viii) **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)**
  - ix) **ESS-C-801 Authorization Request & Invoice**

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

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

**2. Eight (8) Weeks Job Support & Retention Service (SE R8): (Eight (8) Weeks on the Job, Cumulative)**

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

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

The Contractor will provide onsite support and training each work week based on the individual's support needs as outlined in the ESS-C-229 Natural Supports & Fading Plan. For individuals receiving services under the highly challenged criteria, the Contractor will provide **intensive** onsite support and training each work week based on the individual's support needs. **The type and extent of support and training needs of the individual will determine the total time spent onsite each work week during the SE R8 Service.**

During the **SE R8 Service**, the Contractor will meet with the employer at least once to discuss the employer's satisfaction with the individual's job performance.

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

The ESS-C-229 Natural Supports & Fading Plan must be reviewed/updated by the end of the **SE R8 Service**. This form will be submitted to the DRS Counselor for review/adjustment at the end of the service. The fading plan should be based on the individual's current level of natural supports, additional support needs, independence on the job, and should include the plan to provide no onsite or offsite support for at least one week during the SE ST Service. The role of the Employment Consultant is to assist the worker in becoming as independent as possible.

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

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

- b. **Outcome:** The individual has worked successfully for a minimum of eight (8) weeks, beginning with the first (1<sup>st</sup>) day of employment, and has received all appropriate support services. Only weeks where the hours worked **meet or exceed seventy-five percent (75%)** of the weekly work goal are counted toward the minimum eight (8) weeks.
- c. **Complete and Submit All Required Case Documentation for Payment of SE R8 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) (required only when SE R8 lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required case documentation for payment)**
  - iii) **ESS-C-185 Job Accommodation Form (only if updated)**
  - iv) **ESS-C-225 Record of Hours Worked**
  - v) **ESS-C-229 Natural Supports & Fading Plan**
  - vi) **ESS-C-249 Employee Satisfaction Survey**
  - vii) **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)**

viii) **ESS-C-425 SE R8 Report (counts as final monthly update for SE R8)**

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

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

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

xi) **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)**

xii) **ESS-C-161 Job Analysis (completed before first (1st) day of work) (for re-placement)**

xiii) **ESS-C-185 Job Accommodation Form (for re-placement)**

xiv) **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)**

xv) **ESS-C-229 Natural Supports & Fading Plan (for re-placement)**

**3. Job Stabilization Service (SE ST): (Twelve (12) Weeks Regular Support or Sixteen (16) Weeks Highly Challenged Support, Cumulative)**

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

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

The Contractor will provide onsite and offsite support and training each **work week** based on the individual's support needs as outlined in the **ESS-C-229 Natural Supports & Fading Plan**. **For individuals receiving services under the highly challenged criteria, the Contractor will provide intensive onsite support and training each work week based on the individual's support needs.** The type and extent of support and training needed by the individual will determine the total number of contacts and the time spent onsite and offsite each work week during the **SE ST Service**.

During SE ST, the Contractor will meet with the employer at least once to discuss the employer's satisfaction with the individual's job performance.

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

The **ESS-C-229 Natural Supports & Fading Plan** must be reviewed/updated by the end of the **SE ST Service**. This form will be submitted to the DRS Counselor for review/adjustment at the end of the **SE ST Service**. The fading plan should be based on the individual's current level of natural supports, additional support needs and

independence on the job. The role of the Employment Consultant is to assist the worker in becoming as independent as possible.

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

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

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

- i) Individual's progress toward a successful employment outcome;
- ii) Individual's opinion about the job and possibility for advancement;
- iii) Discuss whether individual's current weekly work hours meet or exceed the IPE weekly work goal;
- iv) Extended Services identified and initiated;
- v) Review the Employment Verification Form, if completed at the time of the meeting;
- vi) Accommodation needs;
- vii) Review **ESS-C-229 Natural Supports & Fading Plan**
  - a) On-site/off-site support needs;
  - b) Training needs;
- viii) Transportation;
- ix) Need for additional Onsite Support and Training;
- x) Other

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

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

If the individual loses their job, **when notified of 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 above **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. **[NOTE: for re-placement, ESS-C-161 Job Analysis (completed before first (1st) day**

of work); **ESS-C-185 Job Accommodation Form**, and **ESS-C-229 Natural Supports & Fading Plan** are submitted with the next billing.]

During the Team Meeting, if it is determined the individual needs additional support to achieve job stabilization during or after the completion of **SE ST Service, the Onsite Support and Training Service (SE OST)** can be used to assist the individual with additional support to stabilize on the job and/or maintain employment before moving to the **SE EM Service**.

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

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

**Only weeks where the hours worked meet the weekly work goal identified in the IPE are counted toward the completion of this service.**

Job stabilization has been achieved when **the individual has completed one work week without EC support or has NOT required more than 20% of EC support during this service. In addition**, the employer is satisfied with the individual's job performance, and the individual is satisfied with the job.

- c. **Complete and Submit All Required Case Documentation for Payment of SE ST 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) (required only when SE ST lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required case documentation for payment)**
- iii) **ESS-C-173 Team Meeting Report**
- iv) **ESS-C-225 Record of Hours Worked**
- v) **ESS-C-229 Natural Supports & Fading Plan**
- vi) **ESS-C-233 Employment Verification Form (signed by employer and employee)**
- vii) **ESS-C-249 Employee Satisfaction Survey**
- viii) **ESS-C-253 Extended Services Statement**
- 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-430 Stabilization Report (report weeks nine through twelve (9-12) for Regular Support; report weeks nine through sixteen (9-16) for Highly Challenged) (counts as final DRS Monthly Update for SE ST)**
- xi) **ESS-C-801 Authorization Request & Invoice**

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

- xii) **ESS-C-181 *Termination/Re-Placement Report* (when notified of job termination email to DRS Counselor and Cc ESS TA)**
- xiii) **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)**
- xiv) **ESS-C-161 *Job Analysis* (completed before first (1st) day of work) (for re-placement)**
- xv) **ESS-C-185 *Job Accommodation Form* (for re-placement)**
- xvi) **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)**
- xvii) **ESS-C-229 *Natural Supports & Fading Plan* (for re-placement)**

**4. Onsite Support and Training Service (SE OST):**

Onsite Support and Training (OST) is intended to meet the provision of at least 24 months of supports as required by WIOA, unless under special circumstances the individual and the DRS Counselor jointly agree to extend the time to achieve the employment outcome identified in the IPE. This service is for individuals with the most significant disabilities/barriers who require additional supports to achieve job stabilization and/or a successful employment outcome. Individuals receiving Supported Employment services who need additional supports can utilize this service in the following situations:

**\*During or at the completion of Stabilization (SE ST Service); or**

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

**a. Service Description:**

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

Onsite Support and Training (SE OST) can be used if the individual faces job instability or insecurity. During the SE ST or SE EM Services, the team has identified the need for additional support to assist the individual with reestablishing and/or maintaining job stability and security. DRS Counselor will pre-authorize SE OST when the Team determines that the individual needs additional support on the job.

Based on the individual's support needs and whether they are SE Highly Challenged or SE Regular, SE OST can be provided for up to seventeen (17) months for Highly Challenged and eighteen (18) months for SE Regular to meet the WIOA requirement of up to twenty-four (24) months of Supported Employment. Under special circumstances, the individual and the DRS Counselor can jointly agree to extend the time beyond twenty-four (24) months if needed, to achieve the employment outcome identified in the IPE.\*

\*For specific information regarding Supported Employment provision timeline refer to Federal Regulation 361.5(c)(54)(iii) located at [https://www.ecfr.gov/current/title-34/part-361/section-361.5#p-361.5\(c\)\(54\)\(iii\)](https://www.ecfr.gov/current/title-34/part-361/section-361.5#p-361.5(c)(54)(iii))

The DRS Counselor can pre-authorize SE OST monthly or for up to four (4) months at a time.

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

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

During SE OST, the Contractor will continue to support the individual to achieve a successful employment outcome in their IPE vocational goal. This can **include but is not limited to** maintaining previously learned job duties and tasks, self-advocacy skills, appropriate work-site behaviors, and new job duties, if assigned.

If needed, the EC will assist the individual in relearning skills that are not being performed at the desired performance level and in learning how to solve problems when issues occur outside of work, which, if left unresolved, could lead to job loss. All onsite, offsite, and employer contacts will be documented in detail each month on the **ESS-C-225 Record of Hours Worked** form.

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

The Contractor, individual and DRS Counselor can determine if a team meeting is needed before the authorization of **any** additional months of SE OST

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

When a team meeting is scheduled, the team will include the individual, DRS Counselor, Contractor, Employer, and any other relevant team members. The Team Meeting will be scheduled 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, can choose to lead the meeting.**

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

- i) Individual's progress toward a successful employment outcome;
- ii) Review and discuss **ESS-C-249 Employee Satisfaction Survey**;
- iii) Review and discuss **ESS-C-810 Employee Performance Report (if available before the meeting)**;
- iv) Need for continued Onsite Supports and Training;
- v) Readiness to transfer to SE ST Service, SE EM Service, extended services and/or other IPE service(s) before DRS case closure;
- vi) Review **ESS-C-229 Natural Supports & Fading Plan**;
- vii) Review **ESS-C-253 Extended Services Statement** (if completed at time of meeting);
- viii) Review **ESS-C-185 Job Accommodation Form**;
- ix) Transportation, and;

x) Other.

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

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

If the individual loses their job, **when notified of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. **Before or on** the re-placement start date, the Contractor will submit the updated **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA.

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

**If the individual has completed at least nine (9) months on the job before termination, see 7. Additional Placement Rates (SE APR) below.**

- b. **Outcome:** Contractor has provided all needed SE OST Services, and the individual's employment is stable and/or secure.

At the completion of SE OST, the individual will transition to SE ST Service, SE EM Service, extended services and/or other IPE service(s) before DRS case closure.

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

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
- ii) **ESS-C-173 Team Meeting Report(s) (required with invoice, when Team Meeting is held)**
- iii) **ESS-C-185 Job Accommodation Form (required with invoice, when updated)**
- iv) **ESS-C-225 Record of Hours Worked (required with monthly invoice)**
- v) **ESS-C-229 Natural Supports & Fading Plan (required with invoice, when updated)**
- vi) **ESS-C-237n Current Pay Stub/Earnings Statement (required with final invoice)**
- vii) **ESS-C-241 Onsite Supports & Training Report (required with monthly invoice, in place of the ESS-C-133 DRS Counselor Monthly Update Form(s))**
- viii) **ESS-C-249 Employee Satisfaction Survey (required with invoice, when Team Meeting is held)**
- ix) **ESS-C-253 Extended Services Statement (required with final invoice)**
- x) **ESS-C-801 Authorization Request & Invoice (required with monthly invoice)**
- xi) **ESS-C-810 Employee Performance Report (signed by the employer, and required with invoice, when Team Meeting is held)**

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

- xii) **ESS-C-181 Termination/Re-Placement Report (when notified of termination, email to DRS Counselor and Cc ESS TA)**
- xiii) **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)**
- xiv) **ESS-C-161 Job Analysis (complete before first (1st) day of work for re-placement)**
- xv) **ESS-C-185 Job Accommodation Form (for re-placement)**
- xvi) **ESS-C-229 Natural Supports & Fading Plan (for re-placement)**

**5. Successful Employment Service (SE EM): (Additional Ninety (90) Calendar Days)**

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

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

The Contractor will provide onsite and/or offsite support and training each **work month** based on the individual's support needs as outlined on the **ESS-C-229 Natural Supports & Fading Plan**. **The type and extent of support and training needed by the individual will determine the total number of contacts and time spent onsite and/or offsite each work month during the SE EM Service.**

During the **SE EM Service**, the Contractor will contact the employer at least once each month to discuss the employer's satisfaction with the individual's job performance.

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

The **ESS-C-229 Natural Supports & Fading Plan** must be reviewed/updated and emailed to the DRS Counselor by the end of the second (2<sup>nd</sup>) month of the **SE EM Service**, recommending one of the following steps:

1. the individual is ready to transition to extended services (such as Natural Supports, DDS, etc.) and is ready for DRS case closure at the completion of the **SE EM Service**; or
2. the individual needs additional support in the **SE Onsite Support and Training Service (SE OST)** to be provided **before** or **after** completion of the **SE EM Service** based on the individual's support needs; or
3. the individual is a **transition-aged youth** and needs continued support in the **SE Extended Services for Transition Service (SE EST)** after completion of the SE EM Service and before DRS case closure for up to

**forty-eight (48) months or until age twenty-five (25) whichever occurs first.**

**A Team meeting can be scheduled to discuss the recommended steps above, if needed.**

The fading plan should be based on the individual's current level of natural supports, additional support needs and independence on the job. The role of the Employment Consultant is to assist the worker in becoming as independent as possible.

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

**If the individual requires additional support before or after the completion of this service, the team can discuss utilizing the Onsite Support and Training Service (SE OST). The Extended Services for Transition Service (SE EST) is available to Transition-Age Youth as a source of extended services, if needed, after a youth successfully completes the SE EM Service and before DRS case closure.**

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

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

- c. **Complete and Submit All Required Case Documentation for Payment of SE EM 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) (email first two monthly updates to DRS Counselor as an attachment, submit separately from required documentation for payment, ESS-C-266 Employment Outcome Report counts as final monthly update)**
- iii) **ESS-C-225 Record of Hours Worked**
- iv) **ESS-C-237n Current Pay Stub/Earnings Statement**
- v) **ESS-C-249 Employee Satisfaction Survey**
- vi) **ESS-C-266 Employment Outcome Report (counts as final DRS Monthly Update for SE EM)**
- vii) **ESS-C-801 Authorization Request & Invoice**

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

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

- ix) **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)**
- x) **ESS-C-161 Job Analysis (completed before first (1st) day of work) (for re-  
placement)**
- xi) **ESS-C-185 Job Accommodation Form (for re-placement)**
- xii) **ESS-C-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)**
- xiii) **ESS-C-229 Natural Supports & Fading Plan (for re-placement)**

## 6. **Extended Services for Transition (SE EST)**

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

### a. **Service Description:**

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

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

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

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

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

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

**SE EST can be billed monthly at a rate of \$125.00/mos. The ESS-C-801 Authorization Request & Invoice, ESS-C-225 Record of Hours Worked, and ESS-C-117 Travel Log (if applicable) must be completed and submitted to the DRS Counselor monthly for payment. Contractor will review and document any changes made in natural supports on the ESS-C-229 Natural Supports & Fading Plan and any changes in accommodations including job coaching supports on the ESS-C-185 Job Accommodation Form.**

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

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

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

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

- i) Individual's progress toward a successful employment outcome;
- ii) Review and discuss **ESS-C-249 Employee Satisfaction Survey**;
- iii) Review and discuss **ESS-C-810 Employee Performance Report**;
- iv) The individual's need for continued authorization of Extended Services for Transition (SE EST) (can be authorized every six (6) months for up to forty-eight (48) months or age twenty-five (25)), whichever comes first until completion;
- v) Readiness for DRS successful case closure (with other extended services in place);
- vi) Review **ESS-C-229 Natural Supports & Fading Plan**;
- vii) Review **ESS-C-253 Extended Services Statement** (a new source of extended services need to be identified and established in the final Team Meeting of EST such as: DDS, natural supports, or other extended services, except DRS);
- viii) Review **ESS-C-185 Job Accommodation Form**;
- ix) Transportation, and;
- x) Other.

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

**Before the completion of the SE EST Service (DRS), the Contractor will review the ESS-C-253 Extended Services Statement with the individual to identify and establish**

the new source of extended services available (ex. DDS, Natural Supports, or other sources, except DRS).

The Contractor will document the new source of extended services and list a contact person with contact information for the source on the *ESS-C-253 Extended Services Statement*. The new source of extended services established, will be used to assist the individual with maintaining long-term employment.

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

**Before or on** the re-placement start date, the Contractor will submit the updated *ESS-C-181 Termination/Re-Placement Report* to the DRS Counselor and ESS TA. **[NOTE: ESS-C-161 Job Analysis (complete before first (1st) day of work for re-placement), ESS-C-185 Job Accommodation Form (for re-placement), and ESS-C-229 Natural Supports & Fading Plan (for re-placement) are submitted with next billing.]**

**If individual has completed at least nine months on the job before termination, see 7. Additional Placement Rates (SE APR) below.**

- b. **Outcome:** The individual has worked successfully for up to a total of forty-eight (48) months or until turning age twenty-five (25), whichever occurs first. **The individual has received all appropriate support and training during SE EST and other available extended services (ex. DDS, Natural Supports, or other sources, except DRS) have been established.**
- c. **Complete and Submit All Required Case Documentation for Monthly Payment of SE EST 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)* (not required for months when team meetings are held)
  - iii) *ESS-C-173 Team Meeting Report(s)* (when team meetings are held)
  - iv) *ESS-C-185 Job Accommodation Form* (required when updated)
  - v) *ESS-C-225 Record of Hours Worked*
  - vi) *ESS-C-229 Natural Supports & Fading Plan* (required when updated)
  - vii) *ESS-C-237n Current Pay Stub/Earnings Statement* (required every six (6) months, and/or with final billing)
  - viii) *ESS-C-249 Employee Satisfaction Survey* (required at every team meeting)
  - ix) *ESS-C-801 Authorization Request & Invoice*
  - x) *ESS-C-810 Employee Performance Report* (signed by the employer, and required at every team meeting)

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

- xi) *ESS-C-181 Termination/Re-Placement Report* (when notified of 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 (complete before first (1st) day of work for re-placement)**
- xiv) **ESS-C-185 Job Accommodation Form (for re-placement)**
- xv) **ESS-C-229 Natural Supports & Fading Plan (for re-placement)**

## 7. **Additional Placement Rates (SE APR)**

### a. **Service Description:**

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

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

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

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

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

**Only** when the individual is hired by the Contractor, before or on the first (1<sup>st</sup>) day of work, the **ESS-C-213n O\*NET median hourly wage** documentation for the respective **region or city** must be emailed to the DRS Counselor and ESS TA along with the updated **ESS-C-181 Termination/Re-Placement Report** (*the breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the ESS-C-181 Termination/Re-Placement Report*).

- b. **Outcome:** Individual has been employed in a **new** job of his/her choice in competitive integrated setting and has completed five (5) working days on the job. An individual can be placed in a family business if the job meets the definition of competitive integrated employment. The Contractor has identified needed supports and assisted the individual with negotiating job accommodations.

**c. Complete and Submit All Required Case Documentation for Payment of the SE APR 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-161 *Job Analysis* (complete before first (1st) day of work for initial re-placement)**
- iv) **ESS-C-181 *Termination/Re-Placement Report* (required for each re-placement)**
- v) **ESS-C-185 *Job Accommodation Form* (required for each re-placement)**
- vi) **ESS-C-229 *Natural Supports & Fading Plan* (required for each re-placement)**
- vii) **ESS-C-801 *Authorization Request & Invoice***

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

- viii) **ESS-C-181 *Termination/Re-Placement Report* (when notified of termination, email to DRS Counselor and Cc ESS TA)**
- ix) **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)**
- x) **ESS-C-161 *Job Analysis* (complete before first (1st) day of work for re-placement)**
- xi) **ESS-C-185 *Job Accommodation Form* (for re-placement)**
- xii) **ESS-C-229 *Natural Supports & Fading Plan* (for re-placement)**

**F. Additional Employment Services**

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

These services are intended for an individual who has completed the **SE EM Service**, is no longer employed, and requires re-placement **in a similar job related to the vocational goal on the IPE** by the same Contractor, **before DRS case closure using post-employment services**. The Contractor's previous assessment, familiarity with the individual, and the individual's previous work experience should reduce the amount of work required to replace the individual.

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

- a. If extended services are not adequate to support re-placement, the Contractor must provide the DRS Counselor and Program Manager (PM) with a written report summarizing, but not limited to, the following information:
  - i) Individual or Employer-related reasons for job loss and what new employment support strategies will be used to ensure these problems do not re-occur.

- ii) The written report should be submitted to the DRS Counselor for approval. The final decision regarding authorization for Additional Employment Services will be made by the DRS Counselor and PM.

**b. The following services will be authorized:**

- 1. **Four (4) Weeks Job Support & Retention (SE R4)**
- 2. **Job Stabilization (SE ST)**
- 3. **Successful Employment (SE EM) (Additional Ninety (90) Calendar Days)**

The eight (8) Weeks Job Support Service is not utilized and will **not** be paid.

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

The Contractor will only provide Additional Employment Services if the DRS Counselor has pre-authorized the service(s) and the **Authorization for Purchase** has been received by the Contractor.

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

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

**Regular Rates:**

- 1. **Four (4) Weeks Job Support & Retention (SE R4).....\$2,475.00**
- 2. **Job Stabilization (SE ST) .....\$2,338.00**
- 3. **Successful Employment (SE EM) .....\$3,164.00**

**Highly Challenged Rates:**

- 1. **Four (4) Weeks Job Support & Retention (SE R4).....\$2,975.00**
- 2. **Job Stabilization (SE ST) .....\$2,838.00**
- 3. **Successful Employment (SE EM) .....\$4,538.00**

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

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

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

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

- 1. **SE R4 Service** will be paid to support the individual at the completion of first (1<sup>st</sup>) four (4) weeks in the temp-to-hire position, and when all requirements of the SE R4 Service have been met.

2. **SE R8 Service** will be paid to support the individual at the completion of eight (8) weeks in the temp-to-hire position, and when all requirements of the SE R8 Service have been met.
3. **SE ST Service** will be paid when the individual is hired as a **permanent employee**, and when all requirements of the SE ST Service have been met. (12 weeks or 16 weeks for individuals receiving supports under highly challenged criteria)
4. **SE EM Service** will be paid ninety (90) calendar days after completion of the SE ST Service as a permanent employee, and when all requirements of the SE EM Service have been met.

**H. Minimum Contract Goals for SE**

<b><u>All SE Contractors</u></b>	
Average Wage at closure	<b>\$10.60</b>
Average Hours per Week at closure (Individual's hours must meet or exceed IPE weekly work goal)	<b>25.66</b>

**I. Code of Professional Ethics**

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

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

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

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

**J. 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 related to the minimum contract goals for SE 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 31<sup>st</sup>.
- d. **Annual Reporting:** The Contractor must report their annual statistics related to the minimum contract goals for SE on the Annual **ESS-A-010 Contracts Production Report** by July 31<sup>st</sup>.
- 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 10<sup>th</sup> of each month**.

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

## **K. 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](mailto: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](mailto: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 31<sup>st</sup> 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 a Project Director and employ a minimum number of staff. To utilize the SE 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 contracts 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.

## **L. Staff Qualifications**

- 1. Project Director:** A Project Director working under the Supported Employment Contract must be **certified** by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), 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 **ESS-A-010** *Contracts Production Report* on January 31<sup>st</sup>. **Within six (6) months of their hire date, ECs must be certified by completing the DRS Employment Consultant Training course provided by OU-NCDET.**
- 3.** All ECs delivering services must also successfully complete the additional training courses described below within twelve (12) months of their hire date. The required training listed below is provided by OU-NCDET.
  - a. Social Security Work Incentives
  - b. Job Development/Marketing
  - c. Job Club Train-the-Trainer Training (**required if EC is conducting Job Clubs**)

- d. Introduction to Positive Behavior Supports in the Workplace (**online training - prerequisite** for Positive Behavior Supports in the Workplace)
- e. Positive Behavior Supports in the Workplace
- f. Instructional Supports
- g. 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](mailto: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 the ESS TA.**

#### **M. 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 31<sup>st</sup>**
  - e. Annual Reporting with supporting documentation (if updated from time of contract renewal) **submitted by July 31<sup>st</sup>**
  - 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 10<sup>th</sup> 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.

#### **N. 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 fifth (5<sup>th</sup>) calendar day from the date DRS mailed the notice, whichever occurs first.

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

##### **Special Incentives**

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

1. The Contractor may receive an incentive of five hundred dollars (\$500.00) per individual for a one (1) time payment upon completion of the **SE EM Service: Successful Employment, before DRS case closure**, for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), individuals with HIV/AIDS, individuals who are legally blind, individuals who are deaf with primary communication of sign language, or individuals who are deaf/blind.

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

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

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

**OR**

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

**OR**

2. The Contractor may receive an incentive of five hundred dollars (\$500.00) per individual for a one (1) time payment, **upon completion of the SE EM Service: Successful Employment, before successful closure by DRS Counselor**, when the individual earns more than **\$25.70** per hour. This amount is based on the average hourly wage for Oklahoma at the time this contract was written.

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

- a. **ESS-A-020 Incentive Payment Request Form, and,**
- b. **All SE EM Service documentation, and,**
- c. **One** of the following:
  - i) A copy of the most current paystub/earnings statement including the individual's name, address, payroll period, date issued and check amount **or,**
  - ii) A wage verification letter on the employer's letterhead which indicates a breakdown of monthly wages and hours worked. The verification letter should also include the name of a contact person and telephone number **or,**
  - iii) Most recent Payroll Report from the employer which documents the individual's name, social security number, paycheck date, and breakdown of monthly payments, including a contact person and telephone number of the employer.

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

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

#### **1. Purpose**

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

#### **2. Authority**

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

### **3. Contract monitoring**

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

## **V. Standard Terms**

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

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

### **B. Lobbying Activities**

**The Contractor certifies the following:**

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

### **C. Debarment And Suspension**

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

### **D. Drug-Free Workplace**

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

## **E. Modification**

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

## **F. Cancellation**

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

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

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

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

The Contractor 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. 58<sup>th</sup> Street, Suite 300, Oklahoma City, OK 73112 or [Contracts@okdrs.gov](mailto: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](http://www.dhs.gov/E-Verify).

#### **T. Contract Jurisdiction**

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

#### **U. Severability**

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

#### **V. TikTok Ban**

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

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

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

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

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

#### **Y. Force Majeure**

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

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

- to terminate the Contract in whole or in part; or

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

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

## **Z. Termination For Funding Insufficiency**

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

## **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.

**VI. Signatures**

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

Oklahoma Department of  
Rehabilitation Services

Contractor

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Signature      Date

Kathy Lowry, CPO  
Print Name

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

Manager/Compliance Officer  
Title

\_\_\_\_\_  
Title

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

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