

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

This agreement, consisting of thirty-six (36) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

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

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

RECITALS

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

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

WHEREAS, the Oklahoma Department of Rehabilitation Services desires to purchase Customized Employment Services (CE) and/or other employment services which will result in integrated, competitive employment with supports for individuals with the most significant disabilities to employment; and

WHEREAS, the administrative rules of the Oklahoma Department of Rehabilitation Services authorize CE and/or other employment services for eligible individuals, O.A.C. 612:10-7-185 – 188; and

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

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

WHEREAS, the fees for services set forth herein have been approved by the Oklahoma Commission for Rehabilitation Services.

THEREFORE, the DRS and the Contractor agree as follows:

I. Contract Period

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

II. Contract Services

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

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving customized employment services, and the qualifications and performance expectations for the Contractor delivering services under this contract. Only Contractors who have completed Customized Employment (CE) Training approved by DRS, can provide the services outlined in this contract.

A. Definitions for Customized Employment Services and Other Employment Services

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

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

- 1) **Career Exploration** is a continual process that provides the opportunity for an individual to gather information about their likes and dislikes related to employment. In addition, this includes opportunities for the individual to learn about careers and identify and explore potentially satisfying occupations and develop effective strategies to achieve a successful employment outcome.
- 2) **Competitive, integrated employment** means work that:
 - a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:
 1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
 2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
 4. Is eligible for the level of benefits provided to other employees; and
 - b. Is at a location:
 1. Typically found in the community; and

2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and
 3. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- 3) **Customized Employment** means competitive integrated employment, for an individual with a significant disability, that is:
- a. Based on an individualized determination of the unique strengths, needs and interests of the Individual; designed to meet the specific abilities of the individual with a significant disability;
 - b. Designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer; and
 - c. Carried out through flexible strategies, such as:
 1. Job exploration by the individual; and
 2. Working with an employer to facilitate placement, including:
 - i. Customizing a job description based on current employer needs or on previously unidentified and unmet employer needs;
 - ii. Developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review), and determining a job location;
 - iii. Using a professional representative chosen by the individual, or if elected self-representation, to work with an employer to facilitate placement; and
 - iv. Providing services and supports at the job location.
- 4) **Discovery** is the first step in the customized employment process. The focus is on the individual and learning about his/her strengths, interests, talents, dreams, goals, and conditions for success. In Discovery, information is gathered through a series of interviews, activities, and observations. Information is collected from the individual, family, friends, teachers, neighbors and anyone who knows the individual well.
- 5) **Employee's Work Week** begins the first day of employment and includes the next six (6) days. This sequence remains constant throughout employment. If the individual is placed in another job, the work week begins the first day of the new employment
- 6) **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.
- 7) **Employment Outcome** means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment, as at 34 C.F.R. 361.5(c)(9), (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined at 34 C.F.R. 361.5(c)(53), that is consistent with

an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

- 8) **ESS** means Employment Support Services Unit of the DRS.
- 9) **ESS TA** means the DRS Employment Support Services Technical Assistant.
- 10) **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.
- 11) **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:
 1. Typically found in the community; and
 2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.
- 12) **Maintenance** means the period of time EC support is reduced to the long-term maintenance level where the individual retains employment, is satisfied with their job, and the employer is satisfied with the individual's job performance. Maintenance must include appropriate individualized supports.
- 13) **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa and surrounding areas.
- 14) **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.
- 15) **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

- e. based on:
 1. At a minimum, twice-monthly monitoring at the worksite of everyone in supported employment; or
 2. If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual;
- f. Consist of:
 1. Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described at 34 C.F.R. § 361.5(c)(5)(ii);
 2. The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;
 3. Job development and training;
 4. Social skills training;
 5. Regular observation or supervision of the individual;
 6. Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement;
 7. Facilitation of natural supports at the worksite;
 8. Any other service identified in the scope of vocational rehabilitation services for individuals, described in 34 C.F.R. § 361.48(b); or
 9. Any service like the foregoing services.

17) Rural Contractor is a Contractor whose primary service areas are not covered by the Metro definition.

18) 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 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.

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

20) Team Meeting is a meeting between EC, individual, DRS Counselor, and other relevant team members, as identified by the individual or guardian. Additional team meetings can be held at any time, as needed.

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

22) Vocational Themes are broad categories that characterize many types of jobs that represent the places, skills, and interests of an individual. By thinking in broad categories of job types, the purpose is to expand the job opportunities for individuals with disabilities who typically have been directed towards entry-level, stereotypical jobs. Some examples of themes might include art, culinary, construction, fashion, information technology, healthcare, recreation, customer service, and so forth. During discovery, vocational themes are identified and used to select individualized opportunities specific to the job seeker for observations including job shadowing and work experiences to determine the direction for employment planning and job development.

B. Overview of Customized Employment Services

Customized Employment Services include 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.

CE Services can be used independently or in certain cases with other employment services contracts to meet the individual's employment needs.

The following factors are considered when determining the need for CE 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 most significant disability or disabilities;
2. multiple services are required over an extended period;
3. will benefit from specialized job development, job negotiations, and nontraditional jobs that meet an employer's needs;
4. unable to perform all the essential functions of existing job descriptions;
5. requires substantial assistance with preparing for employment and completing the job search process;
6. requires significant job site support to learn job tasks, gain work adjustment skills and stabilize in employment, and;
7. requires extended services provided by another source to maintain employment after achieving a DRS employment outcome; and
8. youth twenty-four (24) years old or younger may require extended services provided by DRS for a period not to exceed four (4) years. (Available in the Supported Employment (SE) contract; must have SE as a service on the IPE)

Services in the CE contract include:

1. **Discovery (CE DV)**
2. **Team Meeting (CETM)**
3. **Visual Résumé (CE VR)**
4. **Job Development & Placement (CE JDPL)**
5. **Job Coaching (CE JC)**
6. **Maintenance (CE MT)**
7. **Employment Outcome (CE EO)**
8. **Additional Placement Rate (CE APR)**

NOTE: Before the individual begins receiving CE Services, the Individualized Plan for Employment (IPE) should include the service category, Customized Employment Services.

When an individual is ready to **begin** employment services in the **CE 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:

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 CE** services, the Contractor will schedule an intake appointment with the individual and send an **ESS-C-801 Authorization Request & Invoice** to the DRS Counselor and Rehabilitation Technician. The DRS Counselor will then authorize for the requested services within five (5) business days. Before providing services, the

Contractor should contact the DRS Counselor to request the **Authorization for Purchase** for requested services and travel, when applicable, if not received within five (5) business days. The Contractor **will only provide services** if the DRS Counselor has pre-authorized the service(s) and the **Authorization for Purchase** has been **received by the Contractor**.

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

In addition to the **required, in-person Team Meeting service**, other Team Meetings will be conducted throughout the delivery of CE services to discuss planning, progress, issues, and strategies. The team includes but is not limited to the individual, DRS Counselor, Contractor, and all other team members identified by the individual and DRS Counselor. **Other Team Meetings are preferred to be in-person, but in exceptional cases 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. The individual, or with the support of a designee identified by the individual, will lead the meeting. The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in 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 prior to the completion of six (6) 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. However, if an individual loses their job after the completion of at least six (6) months of employment, the Contractor is required to replace the individual in another job and will be reimbursed for one (1) additional placement before DRS case closure if needed, according to the Additional Placement Rate listed in the **Service Rates** section below. The details of the new placement must be documented on an **ESS-C-181 Termination/Re-Placement Report** and submitted for payment with the **ESS-C-801 Authorization Request & Invoice** after the individual has worked five (5) days on the new job.

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. Service Rates

The services for this contract can only be authorized at the maximum rate, 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: CE Job Development & Placement (CE JDPL), and CE Job Coaching (CE JC) services will be requested for authorization at the same time because (CE JC) 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**, 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) CE Rates

Maximum Payment

Discovery (25 - 35 hours)	\$55.00/hr. (\$1,925.00 max)
Team Meeting	\$275.00
Visual Résumé	\$330.00
Job Development & Placement (6 months)	\$550.00/mo. (\$3,300.00 max)
3 additional months with approval	\$330.00/mo. (\$990.00 max)
Job Coaching (2 months)	\$2,310.00/mo. (\$4,620.00 max)
Maintenance (1 month)	\$2,420.00
Employment Outcome (3 months)	\$4,620.00

2) Additional Placement Rate

Maximum Payment

2 nd Placement	\$990.00
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D. Customized Employment Service Descriptions

1) Discovery (CE DV): Person Centered Information Gathering and Profile Summary

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

Vocationally relevant information is collected through a series of interviews, activities, and observations to identify an individual's vocational themes. The activities will provide the individual and Contractor with opportunities to discover areas of interests, strengths, skills, educational and employment background, priorities, learning style, preferred work environment, and support needs.

Discovery activities can include, but are not limited to:

- i. Making a minimum of two (2) **home** visits for the purpose of gaining information about the individual's routines and activities, interests, and family supports unless the requirement for these visits is waived by the referring DRS counselor in response to a written justification;
- ii. Observing the neighborhood/area near the individual's home to identify potential employers, transportation options, mobility routes, safety concerns etc.;
- iii. Interviewing people who know the individual well (i.e., family, friends, personal assistant, HTS, etc.);
- iv. Observing the individual as they participate in typical life activities outside of their home;

- v. Participating in a familiar activity in which the individual is at his/her best and most competent;
- vi. Participating in work activities that could include but are not limited to: job shadowing; work-site tour; job sampling; informational interviews at businesses of interest to the individual, and other activities approved by DRS Counselor.
- vii. Conducting a review of existing records and other available documents for, but not limited to, the following areas: interests, health; school, recognition at work and/or school, work history, etc.
- viii. Creating a discovery profile based on discovery notes observations, and other collected materials such as examples of expressed interests, commendations, and citations or awards.

The Discovery will be completed in a **minimum of twenty-five (25) hours up to thirty-five (35) hours over a four (4) to six (6) week period**. In select cases, less than 25 hours may be needed to obtain all the required information for completion of the Discovery. Contractors must provide written documentation to justify their request to use less than the twenty-five (25) hour minimum to complete this service and obtain written approval from the DRS Counselor.

If Discovery activities cannot be completed in a **four (4) to six (6) weeks** period, the contractor will request written approval to extend the Discovery time-period. Discovery can be billed monthly at \$60.00 per hour for a maximum amount of \$2100.00. The information documented on the **ESS-C-109 CE Discovery Intake** and **ESS-C-113 CE Discovery Profile Report** will be discussed during the **required** Team Meeting service.

b) Outcome: The Contractor has completed discovery activities that utilize a person-centered approach to describe who the individual is, their vocational themes, and guides the planning process to develop a customized job. The Contractor will summarize the Discovery findings on the individual's Discovery documentation.

c) Complete and Submit All Required Case Documentation for Payment of Discovery:

- i) **ESS-C-105 CE Discovery Activity Log/Notes (required with each billing)**
- ii) **ESS-C-109 CE Discovery Intake (required with final service billing)**
- iii) **ESS-C-113 CE Discovery Profile Report (required with final service billing)**
- iv) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See C. Service Rates)**
- v) **ESS-C-125n Contractor's Written Justification for less than twenty-five (25) hours OR more than thirty-five (35) hours to complete (if applicable)**
- vi) **ESS-C-129n DRS Counselor Written Approval for less than twenty-five (25) hours (if applicable)**
- vii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when CE DV service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
- viii) **ESS-C-801 Authorization Request & Invoice (required with each billing)**

2) Team Meeting (CE TM):

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

This meeting must be conducted in person (Exceptions must be approved by DRS Programs Manager). The team includes but is not limited to the individual, DRS Counselor, Contractor, and all other team members identified by the individual and DRS Counselor. **The individual, or with the support of a designee identified by the individual, can choose to lead the meeting. The**

Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting.

During the Team Meeting the results of Discovery will be discussed in preparation for Job Development & Placement. This planning meeting will also be used to identify businesses in the community with job tasks matching the individual's vocational theme(s), interests, and skills, as well as meeting the business's needs.

On the ESS-C-201 CE Business Contact List, the Team will compile a list of at least five (5) businesses within the individual's community that reflect the individual's vocational goal; identify contacts team members have with the selected businesses and document the order and timeframe the individual would like the businesses contacted. The team will review the IPE to verify/modify the vocational and weekly work goals.

The Contractor will include these goals in future job negotiations. **The Team Meeting will be completed for a minimum of one (1) hour but should take as long as necessary to ensure the individuals needs are discussed and documented.** The Team Meeting service is the only Team Meeting in the CE contract that is billed and paid separately as a stand-alone service. **The results of the Team Meeting will be documented on the ESS-C-173 Team Meeting Report.**

b) Outcome: The Contractor has scheduled and conducted a Team Meeting with the individual, DRS Counselor and all other team members identified by the individual and DRS Counselor. The individual, or with the support of a designee identified by the individual, lead the meeting.

The meeting included a review of the results of the activities and findings documented in **Discovery and Career Exploration service (if completed under the Supplemental Employment Services contract).** **The Team developed a list of businesses for the ESS-C-201 CE Business Contact List** that align with the individual's vocational themes, interests, strengths, skills, educational and employment background, priorities, learning style, preferred work environment, and support needs to be used for job development.

c) Complete and Submit all Required Case Documentation for Payment of Team Meeting service:

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when CE TM service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
- iii) **ESS-C-173 Team Meeting Report**
- iv) **ESS-C-201 CE Business Contact List**
- v) **ESS-C-801 Authorization Request & Invoice (required with each billing)**

3) Visual Résumé (CE VR)/Job Development & Placement (CE JDPL):

a) Service Description for Visual Résumé: All services and travel must be pre-authorized before the service begins.

An **ESS-C-205n** Visual Résumé is developed as a marketing tool designed to show off who the individual is at their best. It consists of photographs, and written information highlighting the individual's skills, abilities, experiences, contributions, and tasks they can perform for the prospective employer. Formats that can be used for the **ESS-C-205n** Visual Résumé include but are not limited to a hard copy portfolio or an electronic Microsoft PowerPoint presentation, DVD, or video recording, etc. A recommended length for the **ESS-C-205n** Visual Résumé is eight (8) to ten (10) pages/slides/frames to maintain the prospective employer's attention. The completed **ESS-C-205n** Visual Résumé must be e-mailed to the DRS Counselor for approval before beginning job development. If the DRS Counselor

does not respond by e-mail within five (5) business days, the Contractor may proceed with Job Development & Placement. The **ESS-C-205n** Visual Résumé will be completed in three (3) to five (5) hours within a two (2) week period.

b) Outcome for Visual Résumé: The Contractor has created the **ESS-C-205n** Visual Résumé (approved by DRS Counselor) with the individual highlighting their contributions to businesses, as well as their areas of interest and skills. This visual résumé will be used in the job development process.

c) Complete and Submit All Required Case Documentation for Payment of Visual Résumé:

- i) **ESS-C-117** *Travel Log and Invoice* (when travel is authorized. See C. Service Rates)
- ii) **ESS-C-133** DRS Counselor ***Monthly*** Update Form(s) (required only when CE VR service lasts **more than one (1) month**, email the form each month to DRS Counselor, submit separately from required documentation for payment)
- iii) **ESS-C-205n** Visual Résumé (e-mail to DRS Counselor)
- iv) **ESS-C-206n** Copy of DRS Counselor response to the **ESS-C-205n** Visual Résumé e-mail (if received)
- v) **ESS-C-801** *Authorization Request & Invoice*

d) Service Description for Job Development & Placement (CE JDPL): All services and travel must be pre-authorized before the service begins.

Job development will begin with businesses identified in the **ESS-C-201** *Business Contact List*. Businesses targeted will reflect the jobseeker's priorities and vocational themes. Additional businesses will be identified as job development progresses using the social capital of the jobseeker, family members, friends, and networking within the community.

Job Development & Placement services can be billed at a total of **\$550.00 per month for six (6) months**. **The Contractor will provide a minimum of ten (10) hours per month of job development services.** If the Contractor assists the job seeker in obtaining a customized job before six (6) months, the Contractor will receive the remaining amount of the Job Development & Placement service payment up to \$3,300.

An additional three (3) months of Job Development & Placement can be provided, if approved during the team meeting. **The Contractor will provide a minimum of ten (10) hours per month of job development services at \$330 per month for a total up to \$990.**

The **ESS-C-801** *Authorization Request & Invoice*, **ESS-C-217** *CE Business Development Report* (includes detailed business contact information), the **ESS-C-173** *Team Meeting Report* (if applicable), and the **ESS-C-117** *Travel Log and Invoice* (if applicable) are required to be completed and submitted to the DRS Counselor **monthly** for payment **before placement occurs**.

The Contractor will work collaboratively with potential businesses to identify their unmet needs. Unmet needs will be identified through informational interviews, workplace tours, and observation. The Contractor will establish whether the business's unmet needs are compatible with the jobseeker's interests, conditions (e.g., demographics, wages, hours, benefits, transportation, distance from residence, etc.) and matches the jobseeker's vocational theme(s).

The Contractor will complete the **ESS-C-209** *CE Job Negotiation Form* to document the business's unmet needs, and the jobseeker's potential job tasks to assist with negotiating the job.

The Contractor will negotiate the customized job, provision of supports and the terms of employment (**ex. job duties, weekly work hours, wages, etc.**) that match the jobseeker's and business's needs. The **ESS-C-161** *Job Analysis* will be completed, and the results will be utilized for the employment proposal. An employment proposal, that establishes a job description customized for the individual, will

be submitted to the business. The proposal should also include the negotiated hours per week and wage that must be at least minimum wage and/or commensurate with other employees.

Once the job has been negotiated and terms of employment (**ex. job duties, weekly work hours, wages, etc.**) agreed upon, before the **first (1st) day of work**, the **ESS-C-157 Pre-Placement Information Form** will be completed and e-mailed to the DRS Counselor and ESS TA.

If a negotiated position has not been found by the end of the first **two (2) months** of job development, the Contractor will schedule and conduct a Team Meeting to discuss progress, issues, and strategies for future job development. **The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting before the end of the third (3rd) month.** (*Refer to Customized Employment Services Overview for Team Meeting Requirements.*) The team will include the jobseeker, the DRS Counselor, and any other relevant team members identified by the individual.

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

- i) Jobseeker's progress in job development;
- ii) Whether the jobseeker wants to continue with pursuing competitive integrated employment;
- iii) Whether the needs of the jobseeker are being met in job development;
- iv) Whether the jobseeker would benefit from the Career Exploration service (in the Supplemental Employment Services Contract (SES));
- v) Other.

If the team determines continued job development best meets the jobseeker's needs, then the DRS Counselor will authorize for the next **three (3) months** of Job Development & Placement service.

If a negotiated position has not been found by the end of **five (5) months** of job development, the Contractor will schedule and conduct a **second (2nd) Team Meeting** to discuss progress, issues, strategies for future job development. **The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting before the end of the sixth (6th) month.** (*Refer to Customized Employment Services Overview for Team Meeting Requirements.*)

The team will include the jobseeker, the DRS Counselor, and any other relevant team members identified by the jobseeker.

The **second (2nd) Team Meeting** discussion can include but is not limited to the following topics:

- i) Identify barriers related to progress in job development;
- ii) Whether the needs of the jobseeker are being met in job development;
- iii) Whether the jobseeker would benefit from the Career Exploration service (in the Supplemental Employment Services Contract (SES)) or other services;
- iv) Whether the jobseeker wants to continue with pursuing competitive integrated employment;
- v) Other.

After the team meeting discussion, if the team determines the jobseeker wants to continue pursuing competitive integrated employment, the Contractor will document the team's approval for the final **three (3) months** of job development on the **ESS-C-173 Team Meeting Report**. Then the DRS Counselor will authorize for the **final three (3) months** of the Job Development & Placement service.

If the employee loses their job before the completion of five (5) days on the job, the Contractor will submit a completed **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the worker is terminated. 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 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.]

e) Outcome for Job Development & Placement (CE JDPL): The Contractor has explained Customized Employment and outlined what the *business* can expect from the jobseeker and the Contractor during the job development process. The Contractor has developed a successful job match that meets the jobseeker's interests, abilities, resources, priorities, and the business's unmet needs. A job can be developed within an individual's family's business if the job meets the definition of competitive integrated employment.

f) Complete and Submit All Complete and Submit All Required Case Documentation for Payment of Job Development & Placement (CE JDPL):

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)* (required only when CE JDPL service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
- iii) **ESS-C-157 *Pre-Placement Information Form* (submit prior to or on the start date of the initial job only, email to DRS Counselor and Cc ESS TA)**
- iv) **ESS-C-161 *Job Analysis* (completed prior to first day of employment, and required with final billing)**
- v) **ESS-C-166 *Placement Report* (required with final billing)**
- vi) **ESS-C-173 *Team Meeting Report(s)* (if applicable, required with billing after each Team meeting)**
- vii) **ESS-C-185 *Job Accommodation Form***
- viii) **ESS-C-209 *CE Job Negotiation Form***
- ix) **ESS-C-213n ONLY when hired by the Contractor and prior to the start date, the O*NET median hourly wage documentation for the **region or city** where the job is located (e-mail to DRS Counselor **and Cc** ESS TA)**
- x) **ESS-C-217 *CE Business Development Report* (required with each billing)**
- xi) **ESS-C-801 *Authorization Request & Invoice* (required with each billing)**

If termination and/or replacement occurs:

- xii) **ESS-C-181 *Termination/Re-Placement Report* (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- xiii) **ESS-C-161 *Job Analysis* (after new job negotiation and before start date)**
- xiv) **ESS-C-181 *Termination/Re-Placement Report* (prior to or on start date of re-placement, update the above form with new job information; email to DRS Counselor and Cc ESS TA)**
- xv) **ESS-C-185 *Job Accommodation Form* (for re-placement)**

4) Job Coaching (CE JC): (8 weeks/2 months cumulative)

a) Service Description: All services and travel must be pre-authorized before the service begins. The Job Coaching service can be provided for up to eight (8) weeks/two (2) months cumulative. The DRS Counselor will authorize for the **first (1st) month** of the Job Coaching service and then the team will determine whether the **second (2nd) month** of the Job Coaching service best meets the individual's needs.

First (1st) Month of Job Coaching Service

The Contractor will provide onsite supports and training for the **full shift** of the employee's **first five (5) working days** to assist the employee to learn job duties, tasks, self-advocacy skills, and appropriate workplace behaviors.

Beginning the **sixth (6th) working day**, the employment consultant (EC), with the employee and employer, will develop an **ESS-C-229 Natural Supports & Fading Plan**. The **ESS-C-229 Natural Supports & Fading Plan** will be based on employer and EC observation, individual's support needs, level of independence and job performance. The plan will indicate the amount of time the EC will spend onsite during the remainder of the **first (1st) four weeks** of the Job Coaching service. The Contractor will provide and/or arrange for implementation of the support documented on the **ESS-C-229 Natural Supports & Fading Plan**.

During the **first (1st) month** of the Job Coaching service, the Contractor will meet with the employee's supervisor/employer at least once to discuss satisfaction with the employee'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-161 Job Analysis** will be used to identify specific support and accommodations to be documented on the **ESS-C-185 Job Accommodation Form**.

At the completion of **three (3) weeks** of the Job Coaching service, the Contractor will schedule and conduct a Team Meeting to discuss progress, issues, and strategies for continued successful employment. **The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting before the end of the Coaching service.** (Refer to Customized Employment Services Overview for Team Meeting Requirements.) The team will include the individual, the DRS Counselor, and any other relevant team members identified by the individual.

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

- i) Employee's job satisfaction;
- ii) Employee's job performance;
- iii) Whether the support needs of the employee are being met;
- iv) Whether the needs of the employer are being met (**employer's input**);
- v) **ESS-C-229 Natural Supports & Fading Plan (complete and/or review)**;
- vi) Determine whether the **second (2nd)** month of the Job Coaching service is needed to meet the employee's continued support needs; and/or
- vii) Other.

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

If the team determines **no further** Job Coaching services are required after the **first (1st) four weeks**, the employee will be moved to the **Maintenance service**.

If the employee loses their job before the end of the **first (1st) four weeks** of the **Job Coaching service**, the Contractor will submit a completed **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the employee is terminated. 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 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.]**

Second (2nd) Month of Job Coaching Service

When the team determines the **second (2nd) four weeks** of the Job Coaching service is required to meet the employee's support needs, the Contractor will continue to support the employee on the job for an **additional four (4) weeks**.

The Contractor will use the reviewed and/or updated **ESS-C-229 Natural Supports & Fading Plan** to continue to support the employee during the **second (2nd) four weeks** of the **Job Coaching service**. The plan will indicate the amount of time the EC will provide onsite and/or offsite support during the **second (2nd) four weeks** of the Job Coaching service. The Contractor will provide and/or arrange for implementation of support documented on the **ESS-C-229 Natural Supports & Fading Plan**.

During the **second (2nd) month** of the Job Coaching service, the Contractor will meet with the employee's supervisor/employer at least once to discuss satisfaction with the employee'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-161 Job Analysis** will be used to identify specific support and accommodations to be documented on the **ESS-C-185 Job Accommodation Form**.

If the employee loses their job before the end of the **second (2nd) four weeks** in the **Job Coaching service**, the Contractor will submit a completed **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the employee is terminated. 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 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.]

The employee will be moved to the **Maintenance service** at the end of the **(2nd) four weeks** of the Job Coaching service.

b) Outcome: The employee has worked successfully for a minimum of four (4) weeks and up to eight (8) weeks, beginning with the first (1st) day of employment and has received all appropriate onsite support and training. At the completion of this service, the employee will be moved to the Maintenance service.

c) Complete and Submit All Required Case Documentation for Payment for 1st Month of Job Coaching (CE JC):

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when CE JC 1st month service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
- iii) **ESS-C-161 Job Analysis (completed after job negotiation and before start date)**
- iv) **ESS-C-173 Team Meeting Report**
- v) **ESS-C-185 Job Accommodation Form**
- vi) **ESS-C-221 CE Job Coaching Report**
- vii) **ESS-C-225 Record of Hours Worked (weeks 1 – 4)**
- viii) **ESS-C-229 Natural Supports & Fading Plan (required)**

- ix) **ESS-C-233 Employment Verification (signed by the Employer and Employee)**
- x) **ESS-C-801 Authorization Request & Invoice (required with each billing)**

If termination and/or replacement occurs:

- xi) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- xii) **ESS-C-161 Job Analysis (after new job negotiation and before start date)**
- xiii) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of re-
placement, update the above form with new job information; email to DRS
Counselor and Cc ESS TA)**
- xiv) **ESS-C-185 Job Accommodation Form (for re-placement)**

d) Complete and Submit All Required Case Documentation for Payment 2nd Month of Job Coaching (CE JC):

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s)) (required only when CE JC 2nd
month service lasts more than one (1) month, email the form each month to DRS
Counselor, submit separately from required documentation for payment)**
- iii) **ESS-C-185 Job Accommodation Form (review and submit only if updated)**
- iv) **ESS-C-221 CE Job Coaching Report**
- v) **ESS-C-225 Record of Hours Worked (weeks 5 – 8)**
- vi) **ESS-C-229 Natural Supports & Fading Plan (review/update and submit)**
- vii) **ESS-C-237n Current Pay Stub/Earnings Statement**
- viii) **ESS-C-801 Authorization Request & Invoice (required with each billing)**

If termination and/or replacement occurs:

- ix) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of
termination, email to DRS Counselor and Cc ESS TA)**
- x) **ESS-C-161 Job Analysis (after new job negotiation and before start date)**
- xi) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of re-
placement, update the above form with new job information; email to DRS
Counselor and Cc ESS TA)**
- xii) **ESS-C-185 Job Accommodation Form (for re-placement)**

5) Maintenance (CE MT):

a) Service Description: During the **four (4) weeks** of the Maintenance service, the Contractor will provide onsite and offsite support and training each **work week** based on the employee's support needs as documented in the **ESS-C-229 Natural Supports & Fading Plan** that was **reviewed and/or updated** during the Job Coaching service.

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

At the completion of **three (3) weeks** of the Maintenance service, the Contractor will schedule and conduct a Team Meeting to discuss progress, issues, and strategies for continued successful employment. **The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting before the end of the Coaching service.** (Refer to Customized Employment Services Overview for Team Meeting Requirements.) The team will include the employee, the DRS Counselor, the employee's supervisor/employer, and any other relevant team members identified by the employee.

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

- i) Employee's job satisfaction;
- ii) Employee's job performance;
- iii) Review the employee's accommodation needs;
- iv) Whether the support needs of the employee are being met;
- v) Whether the needs of the employer are being met (**employer's input**);
- vi) Review and/or update (**if needed**) the **ESS-C-229 Natural Supports & Fading Plan**;
- vii) Determine whether the employee is ready to move to the Employment Outcome service;
- viii) Extended Services (**identified and initiated when employee is moving to the Employment Outcome service**);
- ix) Determine whether the employee needs additional support in the Onsite Support and Training service in the **Supported Employment (SE) Services** contract; or
- x) Other.

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

If the Team determines that the employee is ready, they will be moved to the **Employment Outcome (CE EO) service.**

If the team determines the employee is **not** stable on the job, and continued onsite support and training is required, the employee will be moved to the **Onsite Support and Training service in the Supported Employment (SE) contract** for additional support. (Supported Employment services must be listed as a service on the worker's IPE. An IPE amendment may need to be completed to add SE services.)

The Contractor will review the **ESS-C-253 Extended Services Statement** with the employee to identify and establish the source(s) of extended services (**ex. DDS, Natural Supports, or other sources identified by Team**) available to the employee 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 employee with maintaining long-term employment.

If the employee loses their job before the end of the **Maintenance service**, the Contractor will submit a completed **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the employee is terminated. 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 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 employee has successfully completed at least four (4) weeks of employment during this service and has received all appropriate onsite support and training.

The team meeting was conducted, led by the employee or with support of their designee if needed. The team discussed continued support needs, job stabilization, progress toward a successful employment outcome, and identified and initiated extended services for long-term employment support.

Maintenance is achieved when:

- i) **The employer is satisfied with the job;**
- ii) **The weekly work hours agreed upon by the employee, DRS Counselor, and employer have been met;**
- iii) **The performance goals established by the business have been met; and**
- iv) **The supervisor/employer is satisfied with the employee's performance, work behaviors, and socialization.**

At the completion of Maintenance, if the employee has met all the requirements, they will be moved to the **Employment Outcome Service**.

c) Complete and Submit All Required Case Documentation for Payment of Maintenance Service:

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)*) (required only when CE MT service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from required documentation for payment)**
- iii) **ESS-C-173 *Team Meeting Report***
- iv) **ESS-C-185 *Job Accommodation Form* (review and submit only if updated)**
- v) **ESS-C-225 *Record of Hours Worked* (weeks 9 -12)**
- vi) **ESS-C-229 *Natural Supports & Fading Plan* (review, update, and submit)**
- vii) **ESS-C-245 *CE Maintenance Report***
- viii) **ESS-C-249 *Employee Satisfaction Survey***
- ix) **ESS-C-253 *Extended Services Statement***
- x) **ESS-C-801 *Authorization Request & Invoice***
- xi) **ESS-C-810 *Employee Performance Report***

If termination and/or replacement occurs:

- xii) **ESS-C-181 *Termination/Re-Placement Report* (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- xiii) **ESS-C-161 *Job Analysis* (after new job negotiation and before start date)**
- xiv) **ESS-C-181 *Termination/Re-Placement Report* (prior to or on start date of re-placement, update the above form with new job information; email to DRS Counselor and Cc ESS TA)**
- xv) **ESS-C-185 *Job Accommodation Form* (for re-placement)**

6) Employment Outcome (CE EO): (additional ninety (90) calendar days beyond completion of maintenance)

a) Service Description: The Contractor will provide a minimum of one (1) onsite contact with the employee and one (1) onsite employer contact each month to ensure satisfaction and job retention. All onsite contacts will be provided as negotiated with the employer and based on the needs of the

employee. During the support visits, the EC must have a conversation with the employee, the supervisor, and the coworker(s) or natural supports.

If the reviewed and/or updated **ESS-C-229 Natural Supports & Fading Plan** submitted at the end of the Maintenance service identifies the need for more than the required minimum monthly onsite contacts in the Employment Outcome service, the EC will follow the **ESS-C-229 Natural Supports & Fading Plan**.

At any point during this service, if the employee's job is in jeopardy, the EC will schedule a Team Meeting with the employee, employer, DRS Counselor, and all other team members identified by the employee and DRS Counselor. **The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting.** (Refer to Customized Employment Services Overview for Team Meeting Requirements.)

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

- i) The employee's current job performance;
- ii) Reasons for job instability, and/or insecurity;
- iii) Identify and initiate solutions to help the employee secure their job;
- iv) Review the employee's accommodation needs;
- v) Whether the support needs of the employee are being met;
- vi) Whether the needs of the employer are being met (**employer's input**);
- vii) Review and/or update (**if needed**) the **ESS-C-229 Natural Supports & Fading Plan**;
- viii) Extended Services (**identified and initiated when the employee is moving to the Employment Outcome service**);
- ix) Determine whether the employee needs additional support in the Onsite Support and Training service in the **Supported Employment (SE) Services** contract; or
- x) Other.

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

If the team determines the employee is **not** stable on the job, and continued onsite support and training is required, the employee will be moved to the **Onsite Support and Training service in the Supported Employment (SE)** contract to assist the employee with reestablishing and/or maintaining job stability and security. (Supported Employment services must be listed as a service on the employee's IPE. An IPE amendment may need to be completed to add SE services.)

The **Extended Services for Transition service** in the **SE** contract is available for Transition-Aged Youth as a source of extended services, if needed, after the **Employment Outcome service** is completed.

If the employee loses their job, the Contractor will submit a completed **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the employee is terminated. 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 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 employee has worked in a competitive integrated job for a minimum of ninety (90) **calendar** days beyond completion of the **Maintenance service**. The Contractor has provided all appropriate training and support services, and extended services are in place.

A Successful Employment Outcome is achieved when:

- i) **The employee is satisfied with the job;**
- ii) **The weekly work hours agreed upon by the employee, DRS Counselor, and employer have been met;**
- iii) **The performance goals established by the business have been met; and**
- iv) **The supervisor/employer is satisfied with the employee's performance, work behaviors, and socialization.**

c) Complete and Submit All Required Case Documentation for Payment of Employment Outcome:

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See C. Service Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)* (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-173 *Team Meeting Report* (when team meeting is held)**
- iv) **ESS-C-185 *Job Accommodation Form* (review and submit only if updated)**
- v) **ESS-C-225 *Record of Hours Worked***
- vi) **ESS-C-229 *Natural Supports & Fading Plan* (review and submit only if updated)**
- vii) **ESS-C-237n *Current Pay Stub/Earnings Statement***
- viii) **ESS-C-249 *Employee Satisfaction Survey***
- ix) **ESS-C-266 *Employment Outcome Report***
- x) **ESS-C-801 *Authorization Request & Invoice***

If termination and/or replacement occurs:

- xi) **ESS-C-181 *Termination/Re-Placement Report* (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- xii) **ESS-C-161 *Job Analysis* (after new job negotiation and before start date)**
- xiii) **ESS-C-181 *Termination/Re-Placement Report* (prior to or on start date of replacement, update the above form with new job information; email to DRS Counselor and Cc ESS TA)**
- xiv) **ESS-C-185 *Job Accommodation Form* (for re-placement)**

E. 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 services as follows:

CE Services (see Service Descriptions above)

1. **Job Development & Placement Service** will be paid after the individual has completed five (5) **working** days in the temp-to-hire position.
2. **Job Coaching Service** will be paid monthly during the temp-to-hire position when all requirements of Job Coaching (CEJC) Service have been met.

3. **Maintenance Service** will be utilized to support the individual and will be paid when the individual has worked a minimum of four weeks as a permanent employee and all the requirements of the Maintenance (CEMT) Service have been met.
4. **Employment Outcome Service** will be paid after completion of ninety (90) **calendar days** as a **permanent** employee and all the requirements of the Employment Outcome (CEEO) Service have been met.

If the individual has not been hired as a permanent employee at the completion of six (6) months in a temp-to-hire position, **a Team Meeting is required to review progress and identify what is working and not working for the individual. The team will determine if continued support and training are appropriate for the individual in the temp-to-hire position for up to an additional six (6) months in preparation for permanent employment if an alternate placement or services should be explored.**

F. Minimum Contract Goals for Customized Employment

<u>All CE Contractors</u>	
Average wages at closure	Minimum wage or higher

G. Code of Professional Ethics

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

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

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

NOTE: See section II. L. Contract Suspension

H. 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, or the name of the Contractor's company is not included on the list of available Contractors in their area.

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 is required to report their mid-year statistics related to the minimum contract standards for CE on the Mid-Year **ESS-A-010 Contracts Production Report** and submit a current copy of the **ESS-A-005 Contractor Staff and Training Form** by January 31st.
- d. Annual Reporting:** The Contractor is required to report their annual statistics related to the minimum contract standards for CE on the Annual **ESS-A-010 Contracts Production Report** by July 31st.
- e. Staff Reporting:** When any staff changes occur, Contractors must **notify their ESS TA promptly by email**. The email will include the following:
- i) Name
 - ii) Date National Background Check completed (See **note** below)
 - iii) Start Date
 - iv) Termination Date
 - v) Salary

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

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

- f. Quality Assurance Review:** The Contractor is required to make their case records available for **quality assurance reviews** at any time at the request of the ESS Unit. ESS TAs are required to conduct Quality Assurance Reviews to evaluate contract compliance

and identify training need(s) related to case documentation and/or contract requirements. DRS Counselor(s) may be included in the **quality assurance review** process.

- g. Monthly Contractor Production Report:** The Contractor is required to complete and submit the **ESS-A-080 Monthly Contractor Production Report** to the **ESS TA by the 10th of each month.**
- h. Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by the ESS Unit.

I. Contractor Qualifications

1. DRS Contracting Requirements

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

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

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

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

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

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

2. All Contractors

Contractors may include a public, private non-profit, or private for-profit entity. Contractors must designate a Project Director and employ a minimum number of staff. To utilize the CE 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.

J. Staff Qualifications

- 1. Project Director:** A Project Director working under the Customized 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 (EC):** 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 31st. **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. Customized Employment
 - b. Social Security Work Incentives

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

To access required online training click on the following link:

<http://ncdetcourses.com>

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

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

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

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

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

- a. University of Arkansas Center for the Utilization of Rehabilitation Resources for Education Networking Training & Service (UA CURRENTS),
- b. On-line training provided by Virginia Commonwealth University Rehabilitation Research & Training Center (VCU RRTC),
- c. Workforce Innovation Technical Assistance Center (WINTAC),
- d. Vocational Rehabilitation Youth Technical Assistance Center (Y-TAC),

- e. Vocational Rehabilitation Technical Assistance Center for Quality Employment (VRTAC-QE),
- f. Other DRS-recognized sources, webinars, computer-based training, or in-service training approved by the ESS TA, or
- g. **ESS staff may periodically email other pre-approved training opportunities.**

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

K. Contract Compliance

1. The ESS TA will review documentation and information below to determine if Contractor is following the contract:
 - a. Attendance at Project Director Meetings
 - b. Obtaining required training within time frames stated in contract (unless extensions are approved by ESS TA)
 - c. Completion of at least 6 hours of continuing education each contract year – related to field, by project director and employment consultants
 - d. Mid-Year Reporting with supporting documentation
 - e. Annual Reporting with supporting documentation (if updated from time of contract renewal)
 - f. Timely notification to ESS TA by email when staff changes occur. (Include: Name; Background Check Completion Date; Salary; Start Date, and Termination Date)
 - g. Quality Assurance Reviews (average of case reviews completed at Mid-Year and Annual Reporting)
 - h. Monthly Contractor Production Report
 - i. Pre-Placement Reports
 - j. Other contract requirements
2. Procedures:
 - a. The ESS TA will send an **ESS-A-035 Contract Compliance Review** to notify Contractor of their compliance status.
 - b. If a Contractor is found to be out-of-compliance, the ESS TA will determine if a plan of action is necessary.
 - i. When required, Contractor will write a plan of action outlining the steps to be implemented to meet contract compliance within the next six (6) months.
 - ii. The plan of action will be submitted to the ESS TA within thirty (30) days of receiving the **ESS-A-035 Contract Compliance Review**.
 - iii. The ESS TA will review contract compliance again in six (6) months.
 - iv. Upon review, the ESS TA will contact Contractor to discuss their progress and determine if an updated plan of action is required.
 - v. If Contractor **fails** to follow through with their plan of action, Contractor must meet with the ESS Unit and develop a six (6) month plan of correction.
 - 1) The plan of correction will be reviewed by the ESS Unit at the end of six (6) months.
 - 2) If no progress has been made at that time, Contractor will be placed on probation, and all new referrals will be suspended.
 - a) Contractor is required to submit a monthly progress report while on probation.
 - b) When Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.

- c. Once Contractor is complying, the ESS TA will document this in writing and no further action is required.

L. Contract Suspension

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

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

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

M. 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) per individual for a one-time payment upon completion of the CE Employment Outcome Service: Employment Outcome, **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, deaf with primary communication of sign language, or deaf/blind.

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

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

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

OR

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

2. The Contractor may receive an incentive of five hundred dollars (\$500) per individual for a one-time payment, **due upon 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 Employment Outcome Service to the DRS Counselor**:

- a. **All CE Employment Outcome Service documentation, and;**
- b. **ESS-A-020 Incentive Payment Request Form**, and one of the following:
 - i) A wage verification letter on the business's letterhead which indicates a breakdown of monthly wages. The verification letter should also include a contact person and a telephone number or,
 - ii) A 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 or,
 - iii) A Copy of the most **ESS-C-237n** Current Pay Stub/Earnings Statement including the individual's name, address, payroll period, date issued and check amount.

N. 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. 58th Street, Suite 300, Oklahoma City, OK 73112 or Contracts@okdrs.gov within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the DRS has not received the prior year audit.

N. Clean Air Act

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

O. Employment Relationship

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

P. Insurance

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

Q. Punitive Actions

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

R. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at www.dhs.gov/E-Verify.

T. Contract Jurisdiction

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

U. Severability

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

V. TikTok Ban

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

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

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

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

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

Y. Force Majeure

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

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

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

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

Z. Termination For Funding Insufficiency

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

AA. Prohibition On Certain Telecommunications And Video Surveillance

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

