
Payee I.D. Number

3024VRS282
Contract Number



TWC CUSTOMER SERVICES CONTRACT: Pre-Employment Transition Services (Pre-ETS)

I. PARTIES

This Pre-Employment Transition Services (Pre-ETS) Contract ("Contract") is entered into between the Texas Workforce Commission, 101 E. 15th Street, Austin, Texas 78778-0001, ("TWC"), and:

Legal Name of Contractor: Carrying Forces, LLC
DBA: Sowell's Staffing
Mailing Address: 9607 Sumter Court
City, State and Zip: Rosenberg, TX 77469
Telephone: (713) 269-7283
Contact Person: Jesse Sowell
E-mail address of Contact Person: sowellsstaffing@yahoo.com

Hereafter referred to as the "Contractor." The Contractor is a Limited Liability Company with filing number 805484892.

II. DEFINITIONS

CONFIDENTIAL INFORMATION: Any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of TWC that consists of or includes any or all of the following:

- a. Customer Information;
- b. Protected Health Information (PHI), in any form including without limitation, Electronic PHI or Unsecured PHI;

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- c. Sensitive Personal Information, as defined by Texas Business and Commerce Code, § 521.002(a)(2);
- d. Federal Tax Information;
- e. Personally Identifiable Information (PII) as defined by Texas Business and Commerce Code § 521.002(a)(1);
- f. Social Security Administration Data, including, without limitation, Medicaid information;
- g. All privileged work product; all information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health and Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552;
- h. PII as defined by 2 CFR 200.1;
- i. Information deemed confidential under The Rehabilitation Act of 1973, 29 U.S.C. Chapter 16, as amended, and implementing regulations 34 C.F.R. Parts 361 through 396.

CONFLICT OF INTEREST: A conflict of interest is a situation that creates a risk that professional judgment or actions will be unduly influenced by a personal interest or relationship and creates substantial conflicts with the proper discharge of duties required by a contract and the public interest. Each Contractor must comply with the Conflict of Interest requirements located in the VR-SFP Chapter 3: Basic Standards.

CONTRACTOR (or PROVIDER): A legal entity or individual who TWC is contracted with to provide goods and/or services for TWC Customers. Contractor can be used interchangeably with Provider, Service Provider, or Vendor.

CUSTOMER: An individual that has met the TWC eligibility criteria and been approved to receive TWC services.


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PRE-EMPLOYMENT TRANSITION SERVICES (PRE-ETS): Includes services provided to TWC Customers who are transitioning students aged 14 to 22 to help them prepare for work and independence after high school. Services included in a Pre-ETS contract must address at least one (1) of the required categories defined under the Workforce Innovation and Opportunity Act (WIOA): career exploration; work-based learning, counseling on post-secondary training opportunities; work readiness, including skills related to independent living and social skills; and self-advocacy. For more information on the required categories refer to VR-SFP Manual Chapter 15: Pre-Employment Transition Services.

STUDENT WITH A DISABILITY: An individual with a disability in a secondary, postsecondary, or other recognized education program who is aged 14-22.

VOCATIONAL REHABILITATION DIVISION (VRD): The TWC Vocational Rehabilitation Division administers the Vocational Rehabilitation Services Program, which is a joint state and federally funded program to assess, plan, develop, and provides VR services for eligible individuals with disabilities, consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice so that these individuals can prepare for and engage in competitive integrated employment and achieve economic self-sufficiency. In accordance with the Rehabilitation Act of 1973, as amended, VRD is the single designated state unit for the VR program.

VOCATIONAL REHABILITATION (VR) STANDARDS FOR PROVIDERS MANUAL (SFP or Standards):

The [VR-SFP Manual](#) focuses on the business practices, processes, and policies that must be followed for TWC and the contracted Provider to comply with federal and state laws and TWC rules and requirements. The [VR-SFP Manual](#) ensures TWC-VR Customers receive quality services. Each Provider should review the [VR-SFP Manual](#) and forms for changes every thirty (30) calendar

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days. Each Provider is expected to be familiar with and comply with the most recently published [VR-SFP Manual](#) and use the most recently published forms applicable to their contract.

III. PURPOSE AND SCOPE

The purpose of this Contract is for Contractor to provide the following Pre-Employment Transition Services to TWC VR Customers and potentially eligible customers who meet the definition of a Student with a Disability at accessible locations statewide.

The Contractor is approved by this Contract to provide the Pre-Employment Transition Services indicated:

- Counseling on Post-Secondary Training Opportunities
- Job Exploration Counseling
- Workplace Readiness
- Self-Advocacy
- Work-based Learning

Pre-Employment Transition Services shall be provided in accordance with the TWC VR-SFP and the Solicitation Posting #:3202300217 when authorized by a TWC Service Authorization (SA).

IV. CONTRACT PERIOD

This Contract is effective on the later of 07/01/2024 or on the date of last signature of both parties ("Effective Date") through 06/30/2026 ("Termination Date").

V. RENEWAL

If TWC-VR determines it its sole discretion that renewal is warranted, this Contract may be renewed in writing prior to contract expiration under the same general terms and conditions for up to two (2) two-year (2-year) renewal periods.

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VI. LEGAL AUTHORITY

Pursuant to its authority under [Texas Labor Code Chapter 352](#), [Texas Government Code § 2155.144](#), and Title 40 Part 20, Texas Administrative Code (TAC) §858.2, TWC is authorized to enter into this Contract.

VII. PAYMENT RATES AND TERMS

- A.** Contractors must comply with the following sections defined in the [VR-SFP Manual](#), Chapter 15 for the services being delivered:
1. Service Descriptions,
 2. Staff Qualifications,
 3. Process and Procedures, and
 4. Outcomes Required for Payment.
- B.** Payments made to Contractors will be based on the fee schedule listed in the [VR-SFP Manual](#) at the time services are provided.
- C.** Contractors must be in compliance with VR-SFP Manual Chapter 3: Basic Standards.
- D.** TWC will pay Contractor for each approved service, when authorized by a TWC SA, in accordance with the fee schedules payable for those services as provided in the [VR-SFP Manual](#), for the provision of each service by Contractor to a VR Customer. However, TWC shall not be liable for any payment pursuant to the resulting contracted services in which TWC expectations are not met or the services were not received, verified, and accepted by TWC in accordance with requirements, including specifications, deliverables, and outcomes in applicable sections of the [VR-SFP Manual](#).
- E.** In accordance with the Prompt Payment Act, Texas Government Code Chapter 2251, TWC will make payment on a correct, properly prepared and submitted invoice within 30 days of receipt. The invoice shall meet the state requirements, be performed in accordance with the SA and Contract, and comply with applicable VR Standards for the service(s) provided to Customers. If applicable, an invoice must be supported by other documentation required and be subject to TWC review and approval. Any

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invoices or other submitted documentation, including required reports that are incorrect or incomplete, shall be returned to the Contractor for correction before resubmission to TWC for payment. At a minimum, invoices must include the following:

1. Contractor complete legal name (DBA optional), email and phone number (if applicable), and correct remittance address, including city, state, and ZIP code;
2. Contractor contact name and department, of person designated to answer invoice questions, and telephone number, email address, or FAX number;
3. A valid contractor 14-digit Texas Identification number (TIN) issued by the Comptroller of Public Accounts;
4. Correct TWC SA number and contract number;
5. TWC office name and address, or TWC delivery address, as applicable, as indicated on the SA;
6. An itemized description of the goods or services provided/performed, in sufficient detail to identify the order or authorization, including the dates of service or period of service;
7. Quantity, unit cost, and total amount being billed, as documented on the original SA;
8. Other relevant information supporting and explaining the payment requested or identifying a successor organization to an original Contractor, if an assignment has been approved; and
9. Any other information required by applicable state and federal laws, rules, and regulations governing provision of services under this Contract and policies and standards issued by TWC.

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VIII. CONTRACTOR OBLIGATIONS

Contractor shall:

- A.** Provide Pre-Employment Transition services to Customers or potentially eligible Customers in accordance with the requirements listed in VR-SFP Manual, Chapter 15: Pre-Employment Transition Services and other chapters as may be incorporated through that chapter for relevant services when in receipt of a valid TWC SA. Contractor shall have available under direct supervision, either through employment or contract, the necessary staff, and organization to properly fulfill the services required under this Contract.
- B.** Submit documentation showing current credentials, certifications, and/or licensures as required to provide the services under this Contract in accordance with the VR Standards to TWC prior to execution of this Contract, within 30 days of any change to certifications, licenses, or credentials including changes in staff; upon Contract renewal; and upon request by TWC, if applicable.
- C.** Maintain current credentials, certifications and/or licensures as required to provide the services under this Contract and in accordance with the VR Standards.
- D.** Maintain compliance with applicable sections of the VR-SFP Manual, including Chapter 1: Introduction to Vocational Rehabilitation; Chapter 2, Obtaining a Contract for Goods or Services; and Chapter 3: Basic Standards. Contractor shall also maintain compliance with the requirements listed in Chapter 15: Pre-Employment Transition Services and any other applicable chapter as required for the particular service provided.
- E.** Provide proof of coverage in compliance with any applicable insurance requirements for services authorized by this Contract as outlined in the VR Standards.

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- F.** Perform services, deliver goods, and submit required reports of services rendered in accordance with the SA, TWC expectations, contractual requirements, and VR Standards, as applicable.
- G.** Accept TWC's final payment for services for Customers as fulfilling Contractor's claim for those services.
- H.** Not pursue the Customer, the Customer's parent or guardian, or any other individual for additional payments without prior written approval from TWC.
- I.** Regularly review the VR Standards in the VR-SFP Manual for services authorized by this Contract, pending revisions at least every (30) days, and comply with those revisions for all services provided after the effective date of the revisions. All references to the VR Standards and the VR-SFP Manual herein are references to the most recent standards in effect published by TWC on its website.

IX. TWC OBLIGATIONS

- A.** TWC is not obligated by this Contract to refer any Customers to Contractor. The TWC counselor will make individual Customer referrals for specific services.
- B.** TWC shall determine the need for services on an individual Customer basis. The TWC counselor and an identified Customer will jointly determine the need for services and select from among the available providers the provider that is best suited for meeting the Customer's needs.
- C.** TWC will not be liable to Contractor for any expenses paid or incurred by Contractor except as provided specifically by this Contract including any applicable VR Standards, as authorized by a TWC SA and provided to Contractor on behalf of a Customer.
- D.** TWC shall publish on its website the most current applicable VR Standard in the VR-SFPs and make them available to the public.
- E.** TWC shall publish on its website all proposed revisions to the VR-SFP at least thirty (30) days prior to their effective date and making them available

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to the public. A revision log of all amendments to the VR-SFP is available on TWC's website.

X. STANDARD TERMS AND CONDITIONS

Attachment 1—The Texas Workforce Commission (TWC) -VR - OE

Terms and Conditions (01/30/2024) in their entirety are incorporated into and made part of this Contract.

XI. The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective Parties named below.

SIGNATURES:

TEXAS WORKFORCE COMMISSION

CARRYNG FORCES, LLC

Cheryl Fuller

Jesse Sowells

Signature

Signature

Cheryl Fuller

Jesse Sowells

Print Name

Print Name

Director, Vocational Rehabilitation Division

Owner

Title

Title

6/5/2024

6/4/2024

Date

Date