

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
EMPLOYMENT & RETENTION (ER)**

This agreement, consisting of twenty-six (26) 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 administrative rules of the Oklahoma Department of Rehabilitation Services authorize Employment and Retention Services(ER) for eligible individuals, O.A.C. 612:10-7-186 – 188: and

WHEREAS, Employment and Retention (ER) services are intended for individuals with significant disabilities who require short-term support in preparing for, finding, obtaining and/or maintaining competitive employment; and

WHEREAS, the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Office of Management and Enterprise Services pursuant to 74 O.S. § 85.7(A)(6)(f); and

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to enter into this contract pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures.

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

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2022, whichever is the latter, through June 30, 2023. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected

to be achieved for the individuals receiving supported employment or employment and retention services and the qualifications and performance expectations for the Contractor delivering services under this Contract.

A. Definitions for Employment and Retention

Employment and Retention 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.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf>

1. Competitive, integrated employment means work that:

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

In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

4. **Employment and Retention (ER)** means short-term on-site and/or off-site support for individuals with significant disabilities, requiring assistance preparing for, obtaining, and maintaining employment. If Employment and Retention Services are used with an individual with a most significant disability, the DRS Counselor must justify in a case narrative how Employment and Retention is the most appropriate placement service rather than Supported Employment.
5. **Employment Outcome** means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment, as defined at 34 C.F.R. § 361.5(c)(9) (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined at 34 C.F.R. § 361.5(c)(53), that is consistent with an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
6. **ESS** means Employment Support Services Unit of the DRS.
7. **ESS TA** means DRS Employment Support Services Technical Assistant.
8. **Integrated setting** means:
 - a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and
 - b. With respect to an employment outcome, means a setting:
 - i) Typically found in the community; and
 - ii) Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors) 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.
9. **Job Accommodation** is an adjustment to a job or work environment that makes it possible for an individual with a disability to perform their job duties. Accommodations may include specialized equipment, modifications to the work environment or adjustments to work schedules or responsibilities. Not all people with disabilities (or even all people with the same disability) need the same accommodation. For example, a job applicant who is deaf may need a sign language interpreter during the job interview; an employee who is blind or who has low vision may need someone to read information posted on a bulletin board; and an employee with diabetes may need regularly scheduled breaks during the workday to monitor blood sugar and insulin levels.
10. **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa, and surrounding areas.

11. **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.
12. **Situational Assessment** is used to determine the best match between an individual, a type of job, and a work environment. Situational assessment (also known as job sampling, on-the-job assessment, or environmental assessment), is assessment using actual employment and community settings.
13. **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 usual hiring practice for the position.

B. Service Model (Overview of Contract Objectives)

Employment and Retention Milestones are for individuals with significant disabilities (**Priority Group 2**) who require short-term on-site and/or off-site support and require assistance preparing for, obtaining, and maintaining employment. **If Employment and Retention Services are used with an individual with a most significant disability (Priority Group 1), the DRS Counselor must justify in a case note why Employment and Retention is the most appropriate placement service rather than Supported Employment.**

Youth currently enrolled in high school can begin receiving services from the assessment and vocational preparation milestones under this contract during their final semester.

At the time of referral, the DRS Counselor will provide the Contractor with copies of the following documents:

1. DRS-C-301 Employment Services Referral;
2. DRS-C-21 Eligibility Determination Form,
3. DRS-C-29 Individualized Plan for Employment (IPE); and
4. DRS Personal Information report (AWARE).

The DRS Counselor, working with the individual and the Contractor, will designate the milestones to be used.

Once the intake appointment is scheduled, the Contractor will send an **ESS-C-274 ER Authorization Request and Billing Form** to the DRS Counselor. The DRS Counselor will authorize for the milestones within five (5) business days. **(PLEASE NOTE: Since R4 begins the first day of employment, PL and R4 when used or PL and EM when R4 is not used will be authorized at the same time.)**

Prior to the initiation of services, the ER milestones and travel if applicable, must be pre-authorized by the DRS Counselor. The Contractor should contact the DRS Counselor to request the **Authorization for Purchase**, if not received within five (5) business days.

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

If an individual loses their job before the completion of the EM milestone, the Contractor is required to re-place the individual in another job at no cost to DRS and continue to follow their

progress and provide the training, supports, and advocate for needed job accommodations to achieve a successful employment outcome.

Temporary Employment is not appropriate for any milestone contract.

C. Milestone Rates

The milestones for this contract can only be authorized once per case per Contractor. The Contractor will only provide services if the milestone(s) has been pre-authorized by the DRS Counselor and the **Authorization for Purchase** has been received by the Contractor.

PLEASE NOTE: R4 or EM (when R4 is not used) begins the first day of employment.

- 1. When R4 (optional) is used, then PL & R4 will be requested for authorization at the same time.**
- 2. If R4 is not used, then PL & EM will be requested for authorization at the same time.**

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** at the **current state rate** must be received from DRS Counselor, **prior** to travel.

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

1. AS Milestone: Assessment \$413
2. VP Milestone: Vocational Preparation (Optional) \$413
3. PL Milestone: Job Placement \$413
4. R4 Milestone: 4 Weeks Job Support (Optional) \$1,238
5. EM Milestone: Successful Employment \$1,650

D. Employment and Retention Milestone Descriptions

1. ER AS Milestone: Assessment

- a. **Service Description:** The **ESS-C-274 ER Authorization Request & Milestone Billing Form** must be submitted to the DRS Counselor once the intake appointment is scheduled.

An **ESS-C-278 Plan for Assessment** and an **ESS-C-285n Electronic Résumé** will be developed with the individual.

The Plan for Assessment will include one required situational assessment and a minimum of one other assessment from the list below:

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

The Plan for Assessment will use the individual's **IPE vocational goal** to identify an appropriate site for the required situational assessment. **The situational assessment(s) will be used to identify skills, areas of interest, desired work environments, and priorities for the individual.**

Justification must be documented on the Plan for Assessment when the required situational assessment is **NOT** related to the **IPE vocational goal**.

Prior to beginning the assessments, the **ESS-C-278 Plan for Assessment** will be emailed to the DRS Counselor for modification or approval.

The DRS Counselor has five (5) business days to respond from date of the Contractor's email. If the DRS Counselor does not respond within five (5) business days, then the Contractor can proceed with the assessments in the **ESS-C-278 Plan for Assessment**.

When the **required** situational assessment is **NOT** related to the individual's **IPE vocational goal**, the DRS Counselor's written approval must be obtained to proceed with the assessment.

The Contractor must have a copy of the DRS IPE prior to conducting the Situational Assessment(s) to comply with Department of Labor (DOL) 64c08.

A Job Analysis will be completed prior to the start of the situational assessment(s) to identify the critical components of the job. The situational assessment(s) will be completed in an integrated work setting for a minimum of two (2) hours. The **ESS-C-161 Job Analysis** and **ESS-C-139 Situational Assessment Report** will be used to complete the **ESS-C-297 Compatibility Analysis**.

The Contractor may choose to complete an in-house situational assessment in their facility if it is based on an actual job which matches the individual's vocational goal on the IPE. When an in-house situational assessment is completed, a copy of the **ESS-C-289n Job Description** and **ESS-C-161 Job Analysis** must be submitted with the Required Case Documentation for Payment of the milestone.

The **ESS-C-310 Assessment Milestone Report** will be completed in collaboration with the individual to summarize intake and assessment information.

- b. **Outcome:** The Contractor has provided sufficient information to the DRS Counselor to verify or modify the vocational goal, and to identify the supports the individual needs to become successfully employed as specified in the Individualized Plan for Employment (IPE).
- c. **Complete and Submit All Required Case Documentation for Payment of ER AS Milestone to the DRS Counselor:**
 - i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)**
 - ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when ER AS Milestone lasts more than one (1) month from date of referral, email the form each month to DRS Counselor, submit separately from milestone documentation)**
 - iii) **ESS-C-139 Situational Assessment Report**
 - iv) **ESS-C-161 Job Analysis**

- v) **ESS-C-274** *ER Authorization Request & Milestone Billing Form*
- vi) **ESS-C-278** *Plan for Assessment*
- vii) **ESS-C-285n** *Electronic Résumé (email to DRS Counselor)*
- viii) **ESS-C-289n** *Job Description (when in-house Situational Assessment is completed)*
- ix) **ESS-C-297** *Compatibility Analysis*
- x) **ESS-C-277** *ER Plan for Assessment*
- xi) **ESS-C-305n** *Customized Assessment(s) (if completed as one of the two required assessments)*
- xii) **ESS-C-310** *Assessment Milestone Report*
- xiii) **ESS-C-329** *Comprehensive Vocational Profile (if completed as one of the two required assessments)*

2. **ER VP Milestone: Vocational Preparation (Job Club) (Optional Service)**

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

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

- I) little or no competitive work experience, and/or;
- II) difficulty maintaining successful employment, and/or;
- III) multiple jobs over a short period of time, and/or;
- IV) Other, as determined by DRS Counselor.

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

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

Job Club training will be provided by an EC who has completed the Job Club Train-the-Trainer. The Contractor will maintain an **ESS-C-321** *Job Club Sign-In Sheet* for each individual's attendance that includes a list of the training goals achieved each day.

- b. **Outcome:** The individual has successfully completed all Job Club training goals including but not limited to:

- i) Work adjustment skills and ego strength building;
- ii) Substantial assistance in learning how to obtain and maintain employment;
- iii) Clarification of strengths, interests and career choice;
- iv) Short-term and long-term vocational goals.

- c. **Complete and Submit All Required Case Documentation for Payment of ER VP (Job Club) Milestone to the DRS Counselor:**

- i) **ESS-C-117** *Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)*
- ii) **ESS-C-133** *DRS Counselor Monthly Update Form(s) (required only when ER VP Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)*
- iii) **ESS-C-274** *ER Authorization Request & Milestone Billing Form*
- iv) **ESS-C-317n** *Copies of summary pages from vocational interest inventories*
- v) **ESS-C-321** *Job Club Sign-In Sheet*
- vi) **ESS-C-325** *Copy of Certificate of Completion issued to individual*

3. **ER PL Milestone: Job Placement**

- a. **Service Description:** The Contractor will prepare the individual and support them during the job placement process. **R4 begins the first (1st) day of ER Placement. (Refer to the R4 Milestone Service Description for the required number of contacts or support visits)**

The Contractor may perform a Job Analysis before the first (1st) day of employment to identify needed supports and/or accommodations if they are required by the individual to be successful in employment.

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

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

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

Only when the individual is hired by the Contractor, prior to or on the first (1st) day of work, the **ESS-C-213n**—O*NET median hourly wage documentation for the respective **region or city** must be e-mailed to the DRS Counselor and ESS TA along with the **ESS-C-157**—*Pre-Placement Information Form*. The breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the **ESS-C-157**—*Pre-Placement Information Form*.

The **ESS-C-329** *Comprehensive Vocational Profile*, **ESS-C-305n** *Customized Assessment*, **ESS-C-161** *Job Analysis*, and the **ESS-C-139** *Situational Assessment Report* will be used to identify specific supports and accommodations on the **ESS-C-185** *Job Accommodation Form*.

If the individual loses their job prior to the completion of five (5) days on the job, **upon notification of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **Prior to or on** the re-placement start date, the Contractor will submit the updated **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. [NOTE: for re-placement, an **ESS-C-185 Job Accommodation Form** is submitted with next billing.]

- b. **Outcome:** The individual has been employed in a job of his/her choice and **has completed five (5) working days on the job**. An individual can be placed in a family business as long as the job meets the definition of competitive integrated employment. The Contractor has identified needed supports and assisted the individual with negotiating job accommodations.
- c. **Complete and Submit All Required Case Documentation for Payment of ER PL Milestone to the DRS Counselor:**
- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)**
 - ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when SE PL Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)**
 - 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 before first (1st) day of work, only when onsite supports requested by individual) (for initial placement)**
 - v) **ESS-C-166 Placement Report (counts as final DRS Monthly Update for ER PL Milestone)**
 - vi) **ESS-C-185 Job Accommodation Form (for initial placement)**
 - vii) **ESS-C-213n Prior to or on start date, when hired by the Contractor, O*NET median hourly wage documentation for the **region or city** where the job is located. (email to the DRS Counselor and Cc ESS TA)**
 - viii) **ESS-C-274 ER Authorization Request & Milestone Billing Form**

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-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)**
- xi) **ESS-C-161 Job Analysis (completed before first (1st) day of work, for re-placement only when onsite supports requested by individual)**
- xii) **ESS-C-185 Job Accommodation Form (for re-placement)**

4. ER R4 Milestone: Four Weeks Job Support -Retention – (4) weeks (Optional)

- a. **Service Description:** The Contractor will provide a minimum of two (2) or more onsite and/or offsite supports and training each week during the first (1st) two (2) weeks and a minimum of one (1) or more onsite and/or offsite supports each week during the second (2nd) two (2) week period.

The Contractor will provide or arrange for implementation of supports and identify them on the **ESS-C-338 R4 Milestone Report**. Any changes to specific supports and accommodations previously identified should be updated on the **ESS-C-185 Job Accommodation Form**.

If the individual loses their job, **upon notification of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **Prior to or on** the re-
placement start date, the Contractor will submit the updated **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. **[NOTE: for re-
placement, an ESS-C-185 Job Accommodation Form is submitted with next billing.]**

- b. **Outcome:** The individual has worked successfully for a minimum of four (4) weeks, beginning with the first (1st) day of employment and has received all appropriate services.

c. **Complete and Submit All Required Case Documentation for Payment of ER R4 Milestone to the DRS Counselor:**

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)**
 - ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when ER R4 Milestone lasts more than one (1) month, email the form each month to DRS Counselor, submit separately from milestone documentation)**
 - iii) **ESS-C-185 Job Accommodation Form (submit only if new accommodations are implemented or changed during this milestone)**
 - iv) **ESS-C-225 Record of Hours Worked**
 - v) **ESS-C-237n Current Paystub/Earnings Statement**
- OR**
- vi) **ESS-C-274 ER Authorization Request & Milestone Billing Form**
 - vii) **ESS-C-338 R4 Milestone Report**

If termination and/or replacement occurs:

- viii) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- ix) **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)**
- x) **ESS-C-161 Job Analysis (completed before first (1st) day of work, for re-
placement only when onsite supports requested by individual)**
- xi) **ESS-C-185 Job Accommodation Form (for re-placement)**

5. ER EM Milestone: Successful Employment (additional ninety (90) calendar days)

- a. **Service Description:** The Contractor will provide a minimum of two (2) onsite and/or offsite supports each month during the first (1st) two (2) months, and a minimum of one (1) onsite and/or offsite support during the final month to ensure job satisfaction and retention.

If the individual loses their job, **upon notification of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **Prior to or on the re-placement start date**, the Contractor will submit the updated above **ESS-C-181 Termination/Re-Placement Report** to the **DRS Counselor** and Cc the **ESS TA**. **[NOTE: for re-placement, an ESS-C-185 Job Accommodation Form is submitted with next billing.]**

- b. **Outcome:** The individual has been employed in a permanent job and has worked a minimum of ninety (90) **calendar** days beyond completion of the R4 Milestone or ninety (90) **calendar days beginning with their first day on the job when the R4 Milestone is not used**. The Contractor has provided all appropriate training and support services. The individual is satisfied with the job.

c. Complete and Submit All **Required Case Documentation for Payment of ER EM Milestone to the DRS Counselor:**

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Milestone 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 milestone documentation, ESS-C-266 Employment Outcome Report counts as final monthly update)**
- iii) **ESS-C-225 Record of Hours Worked**
- iv) **ESS-C-237n Current Paystub/Earnings Statement**
- v) **ESS-C-249 Employee Satisfaction Survey**
- vi) **ESS-C-266 Employment Outcome Report (counts as final DRS Monthly Update for ER EM Milestone)**
- vii) **ESS-C-274 ER Authorization Request & Milestone Billing Form**

If termination and/or replacement occurs:

- viii) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- ix) **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)**
- x) **ESS-C-161 Job Analysis (completed before first (1st) day of work, for re-placement only when onsite supports requested by individual)**
- xi) **ESS-C-185 Job Accommodation Form (for re-placement)**

E. Requirements for adjusting Milestone Payments

To qualify for a rate adjustment, the individual’s case must be open and active (no closed cases). The Contractor will submit written justification for the rate adjustment request to the DRS Counselor for change from Employment and Retention (ER) services to Supported Employment (SE) services.

1. If the individual was originally determined eligible and placed in Priority Group 1 (PG1) and referred for ER services based on the evaluation of their support needs at the time:
 - a. The Contractor provides written justification to the DRS Counselor requesting the individual be reevaluated for possible change from ER services to SE services.
 - b. The DRS Counselor may reevaluate utilizing the documentation submitted by the Contractor and/or request further documentation to determine if eligibility criteria for SE is met.
 - c. If the DRS Counselor determines the SE criteria has been met, they can amend the individual’s IPE, add SE services and send the amended IPE and Authorization for Purchase to the Contractor.
2. If the individual was originally determined eligible and placed in Priority Group 2 (PG2) and referred for Employment and Retention services:
 - a. DRS Counselor reevaluates the individual’s Priority Group status or the Contractor provides written documentation justifying the individual has more support needs than originally identified, or other information is obtained.
 - b. If the DRS Counselor determines the individual meets PG1 criteria, they will update eligibility to PG1, amend IPE, and move individual to SE for continued services. (Determination of Eligibility, amended IPE and Authorization for Purchase will be emailed to the Contractor).

The DRS Counselor will authorize and pay the difference between ER and SE milestone rates for all previously paid ER milestones. Payment of the adjusted rates will be completed on a separate authorization. (This is not considered backdating as the milestones were originally pre-authorized and paid under the ER contract) The DRS Counselor will authorize the remaining SE milestones using the normal process through closure.

ER & SE Milestones	ER Milestone Amount	SE Milestone Amount	Payment Adjustment Amount
AS	\$413.00	\$625.00	\$212.00
VP	\$413.00	\$625.00	\$212.00
PL	\$413.00	\$1,688.00	\$1,275.00
R4	\$1,238.00	\$2,250.00	\$1,012.00

F. 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 milestones as follows:

ER Services (See Services Descriptions above)

1. **ER AS Milestone** will be paid prior to the temp-to-hire placement
2. **ER PL Milestone** will be paid after the individual has completed five (5) working days in the temp-to-hire position
3. **ER R4 Milestone** will be paid after the individual has completed the first four (4) weeks in the temp-to-hire position
4. **ER EM Milestone** will be paid ninety (90) calendar days after the individual has been hired as a permanent employee and all requirements of the EM Milestone have been met

G. Minimum Contract Goals for ER

<u>All ER Contractors</u>	
Average wage at closure	\$11.06
Average hours worked per week at closure or IPE Weekly Work Goal met or exceeded at closure (if listed on IPE)	30.92
Assessment to Placement Percentage* **	Placements <div style="text-align: center;">÷</div> Assessments (50% minimum goal)
Placement to Closure Percentage	Closures <div style="text-align: center;">÷</div> Placements (60% minimum goal)

*Number of placements divided by number of assessments

**If discovered during assessment the individual is not interested in pursuing competitive integrated employment, refer the individual back to the DRS Counselor. If the individual chooses not to continue with Employment and Retention, then the case will not be counted in the Assessment to Placement Ratio.

H. Code of Professional Ethics

All Contractors and all employees of the Contractors are required to abide by the six (6) principles of ethical behavior as listed below and outlined in the 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.

SAMPLE

I. Required Contractor Reporting

1. **General Reporting:** Contractors **should** report to the ESS TA when they are aware of a milestone being omitted or cancelled, when individuals change Contractors in the middle of the program, the name of the Contractor's company is not included on the list of available Contractors in their area or **other technical assistance needs**.
2. **Monthly updates to DRS Counselors:** Monthly updates are required beginning one month from the initial date of referral. When any milestone extends beyond one month, the EC will be required to complete and email the **ESS-C-133 DRS Counselor Monthly Update Form(s)** to the DRS Counselor each month summarizing the individual's current status including: activity, progress, problems or additional support needs throughout the provision of contract services. This is submitted separately from the other required milestone documentation for payment. The individual milestone reports will be considered the final monthly update for each milestone.
3. **Mid-Year Reporting:** The Contractor is required to report their mid-year statistics related to the minimum contract standards for ER on the Mid-Year **ESS-A-010 Contract Evaluation**, and submit a current copy of the **ESS-A-005 Contractor Staff and Training Form** by January 31.
4. **Annual Reporting:** The Contractor is required to report their annual statistics related to meeting the minimum contract standards for ER on the Annual **ESS-A-010 Contract Evaluation** by July 31.
5. **Staff Reporting:** When any staff changes occur, Contractors must **immediately update the ESS-A-005 Contractor Staff and Training Form and submit to their ESS TA by email**. The form must include the following:
 - a. Name
 - b. Date National Background Check (See **note** below)
 - c. Start Date
 - d. Termination Date
 - e. Salary

NOTE: For the National Background Check, only the completion date is reported. Do **NOT** send the actual report. Retain copy of 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.
6. **Quality Assurance Review:** The Contractor is required to make their case records available for **quality assurance review** at any time at the request of the ESS Unit. ESS TA's 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.
7. **Monthly Production Report:** The Contractor is required to complete and submit the **ESS-A-080 Monthly Contractor Production Report to ESS TA**.

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

J. Contractor Qualifications

1. All Contractors

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director and employ a minimum number of staff. The minimum staff requirement to utilize this contract is one (1) Full Time Employee (FTE). A Contractor may not accept referrals unless the Project Director has successfully completed DRS Employment Consultant Training and received a certificate. Job Club Trainers must complete Job Club Train the Trainer training offered by University of Oklahoma prior to 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 contract(s) for the current or next fiscal year. **If not renewing for the next fiscal year, notify your ESS TA in writing.**

Contractors are required to submit a completed Contract, and a Non-Collusion Certificate (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 Contract Evaluation**, 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 are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

To cancel contract, see section V. Standard Terms, Subsection F. Cancellation of this contract.

2. New Contractors

The new Contractor and/or Project Director verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The new Contractor and/or Project Director must submit copies of the following:

- a. CEO/Project Director's current résumé;
- b. Project Director's Certification of Completion of Employment Consultant Training;
- c. Twelve (12) month projected budget of monthly income and expenditures;
- d. Evidence of financial solvency documenting liquid assets or lines of credit:
 - i) At least fifty thousand dollars (\$50,000) serving Metro Areas, or;
 - ii) twenty-five thousand dollars (\$25,000) serving only Rural Areas, and;
- e. IRS W-9 form.

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

SAMPLE

K. Staff Qualifications

1. **Employment and Retention Project Directors:** Project Directors working under this 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), prior to 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. **EC:** The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars (\$20,000) per year. 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 Contract Evaluation on January 31. **Within six (6) months of their hire date, the EC must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.**
3. All EC's delivering services must also successfully complete the additional training courses described below within twelve (12) months of their hire date. The required training listed below is provided by OU-NCDET.
 - a. Social Security Work Incentives
 - b. Job Development/Marketing
 - c. Job Club Train the Trainer Training (**required if EC is conducting Job Clubs**)
 - d. Introduction to Positive Behavior Supports in the Workplace (**online training-prerequisite for *Positive Behavior Supports in the Workplace***)
 - e. Positive Behavior Supports in the Workplace
 - f. Instructional Supports
 - g. Blind Culture and Job Placement for Individuals with Vision Loss (**required by DRS Services to the Blind and Visually Impaired (SBVI)**)

To access required online training click on the following link:

<http://ncdetcourses.com/>

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

4. **In addition to the required training listed above, all Project Directors and EC's are required to complete six (6) clock hours of new continuing education each 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, or
- i. 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. Other DRS recognized sources, webinars, computer based training or in-service training approved by the ESS TA, or
- f. **ESS staff may periodically email other pre-approved training opportunities.**

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

L. Contract Compliance

1. The ESS TA will review documentation and information below to determine if Contractor is following the contract:
 - 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.

M. 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 fifth (5th) calendar day from the date DRS mailed the notice, whichever occurs first.

SAMPLE

N. 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 as described below:

1. The Contractor may receive an incentive of five hundred dollars (\$500) per individual for a one (1) time payment at closure, due upon successful closure by DRS Counselor, for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), individuals with HIV/AIDS, individuals who are legally blind, individuals who are deaf with primary communication of sign language, or individuals who are deaf/blind.

For payment, Contractors must submit the following information to their ESS TA:

- a. **ESS-A-020 Incentive Payment Form;**
- b. **Records of any felony conviction(s) (Oklahoma convictions only) available at:**

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

OR

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

OR

2. The Contractor may receive an incentive of five hundred dollars (\$500) per individual for a one (1) time payment, **due upon successful closure by DRS Counselor**, when the individual earns more than **\$21.93** 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 to their ESS TA the following:
 - a. **ESS-A-020 Incentive Payment Form**, and;
 - b. **One** of the following:
 - i) A copy of the most current paystub/earnings statement including the individual's name, address, payroll period, date issued and check amount **or**,
 - ii) A wage verification letter on the employer's letterhead, which indicates a breakdown of monthly wages. The verification letter should also include a contact person and a telephone number **or**,
 - iii) 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.

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the approved fixed rates for the services authorized by the Contract. Payment shall be

made upon receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS counselor who authorized services for each DRS client. The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse of Invoices/Claims

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

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.

SAMPLE

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 shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

H. Subcontracting

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. Client Confidentiality

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the

auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act

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

O. Employment Relationship

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

P. Insurance

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

Q. Punitive Actions

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

R. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no 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.

SAMPLE

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.

