

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
JOBS**

This agreement, consisting of seventeen (17) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**Contractor Business Name
Billing Address (Address on DRS file)
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 desires to purchase job placement services for DRS clients who require some assistance in finding competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice; 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 parties 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 the requirements for services to be delivered by the Contractor, the 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 job placement services, and the qualifications and performance expectations for the Contractor delivering services under the Contract.

A. Definitions for JOBS Contract:

JOB Services provided under the provisions of this contract must comply with the definitions as described below. 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 is:
 - a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that--
 - i) Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
 - ii) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 - iii) In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
 - iv) Is eligible for the level of benefits provided to other employees; and
 - b. Is at a location:
 - i) Typically found in the community; and
 - ii) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and
 - c. 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 Period** begins the first day of employment and includes the next fifty-nine (59) days for a total of sixty (60) calendar days. If the individual loses their job the work period stops and resumes once the individual is replaced in another job.
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. **ESS** means Employment Support Services Unit of the DRS.
5. **ESS TA** means DRS Employment Support Services Technical Assistant.
6. **Integrated setting** means:

- a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and
 - b. With respect to an employment outcome, means a setting:
 - i) Typically found in the community; and
 - ii) Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.
7. **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.
8. **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa, and surrounding areas.
9. **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.
10. **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.

B. JOBS Service Model

The JOBS contract is intended for job placement to assist individuals with meeting their financial needs, (i.e. housing, transportation, daily living expenses, etc.) while completing services on their Individualized Plan for Employment (IPE), and **prior** to pursuing placement in their **chosen IPE vocational goal**.

This contract is open to individuals in all priority groups **who do not need supports**, but may need accommodations. The **ESS-C-185 Job Accommodation Form** will be used to document accommodations identified by the individual, employment consultant and/or employer to assist in the successful performance of job duties and for job retention. Prior to the initiation of services, the Job Service and Travel (if traveling at least thirty-five (35) miles one-way), must be pre-authorized by the DRS Counselor. An **ESS-C-133 DRS Counselor Monthly Update Form** must be completed monthly and submitted to the DRS Counselor throughout the provision of the contract services.

An individual can utilize the job service twice during the life of their case. Each job service consists of an initial job placement and a re-placement, if necessary, within the sixty (60) day work period.

If the individual loses their job prior to the completion of the sixty (60) day work period, Contractor is only required to replace the individual in another job, one (1) additional time. Once Contractor replaces the individual in another job, the sixty (60) day work period will resume where the initial sixty (60) day work period ended. **(Ex. The individual worked for 30 calendar days during the initial placement; the sixty (60) day re-placement work period will resume on day thirty-one (31) and will last through the remainder of the sixty (60) calendar day work period)**

If Contractor places the individual twice prior to the end of the sixty (60) day work period, and the individual resigns or is terminated, Contractor will be paid. If an individual resigns or is terminated during the sixty (60) day work period, and opts out of re-placement, Contractor will be paid.

A change of Contractor prior to the completion of the sixty (60) day work period requires approval by the ESS TA and the DRS Counselor. If the individual changes Contractors prior to the completion of the sixty (60) day work period, their second and final job service will be initiated.

Once the individual is ready to pursue employment in their chosen IPE vocational goal, the individual can be moved to an employment contract appropriate for their priority group.

C. Payment Rate

The Job Service for this contract **can only be authorized twice during the life of a case.** Contractor will only provide services, if the service has been pre-authorized by the DRS Counselor and the **Authorization for Purchase** has been received by the contractor.

All required case documentation for payment will be submitted to the DRS Counselor each time the service is completed (if utilized more than once during the life of the case)

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

Billing must include all **Required Documentation for Payment** and should be typed or legibly written. Payment of the Job Service will constitute payment in full for all services delivered except for mileage reimbursement, if authorized.

JOBS Service Rate.....\$1,250.00

D. JOBS Service Description

1. JOBS Service:

- a. Service Description:** The Contractor will assist the individual with the job search process including application preparation, electronic résumé development, and job placement.

Prior to or on the placement start date, the Contractor will email the completed **ESS-C-157 Pre-Placement Information Form** to the DRS Counselor, and the 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 and prior to the first (1st) day of work, the **ESS-C-213n** O*NET median hourly wage documentation for the respective **region or city** must be emailed to the DRS Counselor and ESS TA along with the **ESS-C-157 Pre-Placement Information Form** (the breakdown of the hourly wage and hourly health and/or wellness benefit(s) must be documented in the comments box of the **ESS-C-157 Pre-Placement Information Form**).

The **ESS-C-185 Job Accommodation Form** will be used to document accommodations identified by the individual, Contractor and/or employer to assist in the successful performance of job duties and for job retention.

If the individual loses their job, Contractor will submit a completed **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, Contractor will submit the updated **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA. Once the individual has completed 60 calendar days on the job, Contractor will complete and submit the Required Case Documentation for Payment to the DRS Counselor.

- b. **Outcome:** The individual has been employed in a job of his/her choice and has completed sixty (60) calendar days of work. An individual can be placed in a family business if the job meets the definition of competitive integrated employment.
- c. **Complete and Submit All Required Case Documentation for Payment of JOBS Service:**
 - a. **ESS-C-117 Travel Log and Invoice (when travel is authorized. See C. Payment Rate)**
 - b. **ESS-C-133 DRS Counselor Monthly Update Form(s) (email the form each month to DRS Counselor, submit separately from service documentation)**
 - c. **ESS-C-157ESS-C-157 Pre-Placement Information Form (prior to or on the start date, email to DRS Counselor **and Cc** ESS TA)**
 - d. **ESS-C-185 Job Accommodation Form**
 - e. **ESS-C-213n ONLY when hired by the Contractor and prior to start date, O*NET median hourly wage documentation for the region or city where the job is located (email to DRS Counselor **and Cc** ESS TA)**
 - f. **ESS-C-285n Electronic Résumé (email to DRS Counselor)**
 - g. **ESS-C-389 JOBS 60 Day Completion Report (counts as the final monthly update)**

h. **ESS-C-393** *The JOBS Billing Form*

If termination and/or replacement occurs:

- i. **ESS-C-181** *Termination/Re-Placement Report* (**upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA**)
- j. **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**)
- k. **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, Contractor will be paid sixty (60) **calendar** days after the individual begins working in the temp-to-hire position.

F. Code of Professional Ethics

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

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

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

G. Required 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 Counselor:** Monthly updates are required beginning one month from the initial date of referral. When the service 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 documentation for payment.
3. **Mid-Year Reporting:** Contractor is required to report the number of individuals placed under this contract on the mid-year **ESS-A-010 Contracts Evaluation** and submit a current copy of the **ESS-A-005 Contractor Staff and Training Form** by January 31.

4. **Annual Reporting:** Contractor is required to report the number of individuals placed on the Annual **ESS-C-010 Contracts Evaluation** and submit a current copy of the **ESS-A-005 Contractor Staff and Training Form** 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 email will include the following:

- a. Name
- b. Date National Background Check completed (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:** 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 Contractor 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.

H. Contractor Qualifications

1. All Contractors

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director to supervise and provide job placement assistance services. 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.

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 ESS TA in writing.**

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 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.

SAMPLE

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.

I. Staff Qualifications

1. **JOBS Project Directors: Project Directors** working under the 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 ESS TA is required for an excused absence.
2. **Employment Consultant (EC):** The minimum salary paid to an EC providing services under this contract will 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, EC's 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 hire.** Required training listed below is provided by OU-NCDET:
 - a. Social Security Work Incentives
 - b. Job Development/Marketing
 - c. Job Club Train the Trainer Training (**required if EC is conducting Job Clubs**)
 - d. Introduction to Positive Behavior Supports in the Workplace (**online training - prerequisite for Positive Behavior Supports in the Workplace**)
 - e. Positive Behavior Supports in the Workplace
 - f. Instructional Supports

- g. 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.

J. 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.

K. 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 payment of public funds, 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 Contractor, pending the outcome of the investigation.

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

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the approved uniform 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.

SAMPLE

IV. Special Terms

A. Travel Restriction

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

B. National Background Checks

1. Purpose

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

2. Authority

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

3. Contract monitoring

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

V. Standard Terms

A. Equal Opportunity/Non-Discrimination

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

B. Lobbying Activities

The Contractor certifies the following:

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

C. Debarment And Suspension

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

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

1. **With Cause:** In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.
2. **Without Cause:** It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. Access To And Retention Of Records

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

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.

SAMPLE

VI. Signatures

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

Oklahoma Department of
Rehabilitation Services

Contractor

Signature Date

Kathy Lowry, CPPB, CPO
Print Name

Manager Contracts & Purchasing
Title

Signature Date

Print Name

Title

Contact Person Telephone

Contractor's Email Address

