

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

This agreement, consisting of twenty-seven (27) 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 – 189; and

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

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

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

I. Contract Period

The Contract is effective from the latest date of signature of both parties or November 01, 2025, whichever is the latter, through September 30, 2026.

The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

Optional Renewal Periods:

	October 01, 2026, through September 30, 2027
	October 01, 2027, through September 30, 2028

II. Contract Services

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

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

achieved for the individuals receiving 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 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. Disclosure is a voluntary act of an applicant or employee sharing confidential information about a disability or health condition with an employer or potential employer. The disclosure is voluntary but is often made to request a reasonable accommodation, which is a modification or adjustment to a job or work environment that allows a person with a disability to perform essential job functions. The decision to decide when, how, and to whom to disclose is entirely the individual's choice, and employers are limited in the ability to ask about disabilities before a job offer is made.**

3. **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.
4. **Employment Consultant (EC)** refers to a specialist who uses systematic instruction 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, transportation training, and other services needed to maintain the employment.
5. **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 on the referral form how Employment and Retention is the most appropriate support service rather than Supported Employment.
6. **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.
7. **ESS** means Employment Support Services Unit of the DRS.
8. **ESS TA** means DRS Employment Support Services Technical Assistant.
9. **Individualized Plan for Employment (IPE)** is a plan developed by the individual and DRS Counselor designed to achieve a specific employment outcome chosen by the individual, and is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice consistent with the general goal of competitive integrated employment. (Refer to 34 C.F.R. § 361.45 and . § 361.46 for more details)
10. **Integrated setting** means:
 - a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and
 - b. With respect to an employment outcome, means a setting:
 - i) Typically found in the community; and
 - ii) Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and 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.
11. **Job Accommodation** is an adjustment to a job or work environment that makes it possible for an individual with a disability to perform their job duties. Job accommodations may include specialized equipment, assistive technology, modifications to the work environment or

adjustments to work schedules or responsibilities. Not all people with disabilities (or others with the same disabilities) 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 the information posted on a bulletin board; and an employee with diabetes may need regularly scheduled breaks during the workday to monitor blood sugar and insulin levels.

12. Job Development and Replacement means services that assist individuals in preparing for, securing, and maintaining gainful, competitive employment in a new job after a job loss due to termination, resignation, business closure, etc. Employment shall be in competitive, integrated work settings, pay at least minimum wage, and based on the individual's skills, preferences, interests, capabilities, abilities, and talents. Services provided will assist individuals seeking **a new job** to develop or re-establish skills, positive attitudes, interpersonal skills, work behaviors, and functional capacities to achieve a successful employment outcome.

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

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

15. Team Meeting is a meeting between the individual, guardian, EC, DRS Counselor, and all other team members chosen by the individual and/or guardian. The individual, or with the support of a designee identified by the individual, will be encouraged to actively participate in the meeting.

16. Temp-to-Hire Placement is sometimes referred to as a probationary period and is used by an employer to evaluate the individual's readiness for permanent full or part-time employment. This must be the employer's usual hiring practice for the position.

B. Employment & Retention Overview

Employment and Retention (ER) includes short-term offsite support services or at the request of the individual and/or employer, limited onsite support services provided to primarily support an individual with a significant disability **(PG 2) (substantially limiting at least one (1) but not more than two (2) functional capacities)** who requires assistance maintaining competitive integrated employment.

Offsite support contacts may include meeting in-person at a preferred location, phone calls, text messages or virtual meetings through online platforms.

Support and training services include but are not limited to:

- a. assisting the individual with learning how to download and use the employee portal to access their earning statement and leave information,
- b. learning ways to work through difficult situations with supervisors or co-workers, and
- c. learning ways to request job accommodations to work schedule or work tasks to better perform the essential functions of the job, etc.
- d. learning how to build natural supports with supervisors and/or co-workers, and

- e. orientation and adjustment to the work environment, **(when onsite support is requested)**
- f. other

Process for Referring an Individual with a Most Significant Disability (PG1) for ER services

At the time of referral, the DRS Counselor **can refer an individual with a most significant disability (PG 1)** for Employment & Retention (ER) services but must justify the reason the individual is being referred for Employment & Retention (ER) services on the **ESS-C-301 Employment Services Referral**. **The DRS Counselor must explain in detail why the individual will benefit more from Employment & Retention (ER) services rather than Supported Employment (SE) services.**

During the delivery of the Supplemental Employment Services (SES) Tier 1 Assessment and/or Supplemental Employment Services (SES) Tier 2 Job Development & Placement Services, if the Contractor observes and documents that the individual will benefit from a higher level of support provided by Supported Employment (SE) services, the Contractor can submit an email justification to the DRS Counselor to request Supported Employment (SE) services for the individual.

For individuals working and receiving Employment & Retention (ER) support, if the individual begins to show performance, production, and/or behavior issues, and these issues are unable to be corrected with short-term on-site or off-site support, the Contractor can submit an email justification to the DRS Counselor to request Supported Employment (SE) services for the individual.

At any time during the delivery of services, the individual, Contractor, or DRS Counselor can request and schedule a Team Meeting to address progress or concerns.

ER is available to be used with other employment contracts or in certain cases can be used independently to meet the individual's employment needs.

Factors to Consider When Determining the Need for ER Services for Youth and Adults:

1. **The individual can benefit from short-term offsite support services (and/or onsite support services when requested by individual or employer) and job accommodations to maintain competitive integrated employment,**
2. **The individual requires a limited degree of support to problem solve, build self-advocacy skills, navigate workplace conflicts, and other areas requiring assistance.**
3. **The individual will not require extended services after completion of the ER Successful Employment (ER EM) milestone.**

Milestones in the ER contract include:

1. **Four (4) Weeks Job Support & Retention (ER R4): (First Four (4) Weeks On the Job)**
2. **Successful Employment (ER EM): (Additional Ninety (90) Calendar Days)**

NOTE: Before the individual starts work, the Individualized Plan for Employment (IPE) should include the service category, Employment & Retention Services (ER). ER will be used to provide support after the individual begins employment based on the individual's support needs.

Referral Process

Once an individual has **gained employment** using the SES Job Development & Placement (SES JDPL) Milestone in the Supplemental Employment Services (SES) contract, the individual is ready to receive **employment support** in the Employment & Retention (ER) R4 Milestone. An additional DRS-C-301 Employment Services Referral is **not required** when an individual transitions from the SES JDPL Milestone to the ER R4 Milestone for employment support.

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

1. Client Contact Information (from AWARE)
2. DRS-C-21 Eligibility Determination; and
3. DRS-C-29 Individualized Plan for Employment (IPE).

Example: Before working with an Employment Contractor, the individual obtains employment independently, and the Counselor and individual working together determine that short-term offsite support and training contacts (and/or onsite support and training contacts when requested by the individual or employer) are required to assist the individual with retaining competitive integrated employment.

When referral documents are received for individuals **beginning** in the **ER contract**, the Contractor will schedule an intake appointment with the individual and send an **ESS-C-801 Authorization Request Form** to the DRS Counselor and Rehabilitation Technician.

The DRS Counselor will then authorize for the requested milestone(s) within five (5) business days.

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

IMPORTANT NOTE: Since ER R4 begins on the first (1st) day of employment, SES JDPL and ER R4 are authorized at the same time **but on separate Authorizations for Purchase**.

Disclosure

Disclosure should be discussed by the Contractor with each individual regarding by their preferences about disclosure of a disability to employers. The **ESS-C-714 Plan for Approaching Employers – Disclosure** may be used to document the discussion. (This form and other tools and resources are located on the **ESS Tools & Resources** webpage <https://www.okdrs.gov/ESS/tools>)

Team Meetings

At any time during the delivery of services, the individual, Contractor, or DRS Counselor can request and schedule a Team Meeting to address progress or concerns impacting employment.

Team Meetings are **preferred and recommended** to be **in person with all members present** but can be conducted using other technology-assisted communication, such as conference calls, Zoom, Teams, Skype, or other virtual platforms/apps, to allow for real-time participation by all team members.

The individual must be physically present with either the DRS Counselor or Contractor when using other technology-assisted communication.

The Contractor will coordinate with the DRS Counselor, the individual and their chosen designee, when applicable, to schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting. The individual, or with the support of their designee, will be encouraged to actively participate in the meeting.

The Contractor or Counselor may contact the ESS TA if they encounter challenges while scheduling the Team Meeting.

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

Additional ER Guidelines

The Contractor must complete the **ESS-C-133 DRS Counselor Monthly Update Form(s)** when any ER milestone **extends beyond one (1) month**. Once completed, the monthly update form should be emailed as an attachment to the DRS Counselor.

The Contractor should contact (email/call) the Counselor any time during the ER provision of services to discuss issues that have developed and find possible solutions. Information addressed during the contact(s) should be documented on the DRS Monthly Update (use if service extends beyond one month) or the Service Report when the service is completed within a month.

The Contractor should refer the individual to the Counselor when the individual has questions about Social Security Benefits or situations that require assistance and/or approval from the Counselor such as needing AT for the employment opportunity, clothing, public or private transportation funds, etc.

If an individual loses their job before the completion of the **ER EM** milestone, the Contractor is required to replace the individual in another job at no cost to DRS. The Contractor will follow the individual's progress on the new job, provide support, and teach the individual how to advocate for reasonable job accommodations and access other available employee services to achieve a successful employment outcome.

Temporary Employment is not appropriate for this contract.

C. Rates

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

Before providing services, if the Authorization for Purchase has **NOT** been received, the Contractor should contact the DRS Counselor to request the **Authorization for Purchase** for requested milestones including travel, when applicable.

PLEASE NOTE: SES JDPL and ER R4 milestones will be requested for authorization at the same time because ER R4 begins on the first (1st) day of employment.

When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, mileage **must be requested on the ESS-C-801 Authorization Request Form**; and an **Authorization for Purchase for travel** at the **current state rate, (state rate may change each year)** must be received from the DRS Counselor **before** traveling to provide services.

Billing must include all **Required Case Documentation for Payment** for the milestones, 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.

ER Milestone Rates

1. **Four (4) Weeks Job Support & Retention (ER R4)\$1,361.80**
2. **Successful Employment (ER EM)\$1,815.00**

D. Employment and Retention Milestone Descriptions

1. Four Weeks Job Support & Retention Milestone (ER R4): (First Four (4) Weeks on the Job)

- a. **Milestone Description:** All milestones and travel must be pre-authorized before the Contractor begins providing services.

ER R4 begins the first (1st) day on the job and should be authorized at the same time as the **SES JDPL** milestone.

The Contractor will provide two (2) **or more** offsite support and training contacts (**and/or onsite support and training contacts when agreed to by the individual**) each work week during the first (1st) two (2) weeks.

During the second (2nd) two (2) week period of ER R4 the Contractor will provide one (1) **or more offsite (and/or onsite support and training contacts when agreed to by the individual)** each work week.

For individuals working two (2) days or less each week, offsite support and training contacts **(and/or onsite support and training contacts when agreed to by the individual)** will be provided each workday during the ER R4 Milestone.

The type and extent of support and training needs of the individual will determine the total time of each contact during the ER R4 Milestone.

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

The Contractor will provide or arrange for implementation of support and accommodations and document them on the **ESS-C-338 R4 Progress Report**.

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

- b. **ER R4 Outcome: The individual has maintained continuous, uninterrupted, paid employment for a minimum of four (4) consecutive weeks, beginning on the first day of work, during which the individual maintained assigned job duties and scheduled work hours, received documented and appropriate support services from the Contractor, and did not experience termination or resignation.**

Employment is considered stable upon fulfillment of the ER R4 milestone requirements, including all support contacts and documentation, and verification through an official paystub or signed employment verification form. Performance warnings or coaching do not constitute instability unless they result in job loss during the four-week period.

- 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 C. Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required only when ER R4 Service lasts more than one (1) month, email the form each month to DRS Counselor, submit separately required case documentation for payment)**
- iii) **ESS-C-225 Record of Hours Worked**
- iv) **ESS-C-237n Current Paystub/Earnings Statement**
OR
ESS-C-233 Employment Verification Form (only required when onsite support and training contacts are provided) (signed by Employer and Employee)
- v) **ESS-C-338 R4 Progress Report**
- vi) **ESS-C-801 Authorization Request Form**
- vii) **ESS-C-802 CRP Invoice**

If termination and/or re-placement occurs:

- viii) **ESS-C-181 Termination/Re-Placement Report (when notified of termination, email to DRS Counselor and Cc ESS TA)**
- ix) **ESS-C-181 Termination/Re-Placement Report (before or on start date of re-placement, update the above form with new job information (email to DRS Counselor and Cc ESS TA)**
- x) **ESS-C-161 Job Analysis (completed before the start of or during the first week of the new job, for re-placement, only when onsite support is requested by individual or employer)**

2. Successful Employment Milestone (ER EM): (Additional Ninety (90) Calendar Days)

- a. **Milestone Description:** All milestones and travel must be pre-authorized before the Contractor begins providing services.

The Contractor will provide two (2) **or more** offsite support and training contacts (**and/or onsite support and training contacts when agreed to by the individual**) each month during the first (1st) two (2) months.

During the final month of ER EM, the Contractor will provide one (1) **or more** offsite support and training contacts (**and/or onsite support and training contacts when agreed to by the individual**) to ensure job satisfaction and retention.

The type and extent of support and training needs of the individual will determine the total time of each contact during the ER EM Milestone.

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

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

Before or on the re-placement start date, the Contractor will submit the updated above **ESS-C-181 Termination/Re-Placement Report** to the **DRS Counselor** and Cc the **ESS TA**.

- b. **ER EM Outcome:** The individual has been employed in a competitive integrated job and has worked a minimum of ninety (90) **calendar** days beyond completion of the ER R4 Milestone. 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 C. Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (email first two monthly updates to DRS Counselor as an attachment, submit separately from required documentation for payment, the 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-802 CRP Invoice**

If termination and/or re-placement occurs:

- viii) **ESS-C-181 Termination/Re-Placement Report (when notified of termination, email to DRS Counselor and Cc ESS TA)**
- ix) **ESS-C-181 Termination/Re-Placement Report (before or on start date of re-placement, update the above form with new job information, email to DRS Counselor and Cc ESS TA)**
- x) **ESS-C-161 Job Analysis (completed before the start of or during the first week of the new job, for re-placement, only when onsite support is requested by individual or employer)**

E. Payment Guidelines for Temp-to-Hire Positions:

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

ER Milestones (See D. Milestone Descriptions above)

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

F. Minimum Contract Goals for ER

<u>All ER Contractors</u>	
Average wage at closure	\$11.12
Average hours worked per week at closure or IPE Weekly Work Goal met or exceeded at closure (if listed on IPE)	29.94
Placement to Closure Percentage	Closure + Placements (60% minimum goal)

G. Code of Professional Ethics

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

NOTE: See section II. L. Contract Suspension

H. Contractor Reporting Requirements

1. Required Contractor Reporting

- a. **General Reporting:** Contractors **should** report to the ESS TA when they are aware of a service being omitted or cancelled, when individuals change Contractors in the middle of the program, when the name of the Contractor's company is not included on the list of available Contractors in their area, or when **other technical assistance needs occur**.
- b. **Monthly updates to DRS Counselor:** Monthly updates are required when any service extends beyond one month. The EC is required to complete and email the **ESS-C-133 DRS Counselor Monthly Update Form(s)** to the DRS Counselor each month **when the milestone extends beyond one (1) month** summarizing the following:
 - i) Assessments performed,
 - ii) Applications and résumés submitted,
 - iii) Interviews scheduled or completed,
 - iv) Employer contacts,
 - v) Employer or employment consultant concerns regarding work skills (including soft skills) and/or behaviors,
 - vi) Explain how the EC is addressing any concerns, and/or
 - vii) Any additional support required throughout the provision of contract services,
 - viii) Other.

If no progress has occurred, please explain **why in detail** on the form.

The **ESS-C-133 DRS Counselor Monthly Update Form(s)** should be submitted separately from the other required service documentation for payment. The individual service reports will be considered the final monthly update for each service.

- c. **Mid-Year Reporting:** The Contractor must report their mid-year production numbers related to the minimum contract goals for ER on the Mid-Year **ESS-A-010 Contracts Production Report** and submit an updated copy of the **ESS-A-005 Contractor Staff and Training Form** with new previously unsubmitted training certificates of completion.
- d. **Annual Reporting:** The Contractor must report their annual production numbers related to the minimum contract goals for ER on the Annual **ESS-A-010 Contracts Production Report** by:

e. **Staff Reporting:** When any staff changes occur, Contractors must **notify their ESS TA promptly by email**. The form must include the following:

- i) Name
- ii) Date National Background Check completed (See **note** below)
- iii) Start Date
- iv) Termination Date
- v) Salary

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

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

- f. **Quality Assurance Review:** The Contractor is required to make their case records available for **quality assurance reviews** at any time at the request of the ESS Unit. ESS TAs are required to conduct Quality Assurance Reviews to evaluate contract compliance and identify training need(s) related to case documentation and/or contract requirements. DRS Counselor(s) may be included in the **quality assurance review** process.
- g. **Monthly Contractor Production Report:** The Contractor is required to complete and submit the **ESS-A-080 Monthly Contractor Production Report** to the **ESS TA by the 10th of each month**.
- h. **Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by the ESS Unit.

I. DRS Contracting Requirements

1. New Contractor Requirements

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

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

- i) Project Director's Certificate of Completion of the DRS Employment Consultant (EC) Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET);
- ii) Project Director's current résumé;
- iii) Evidence of financial solvency documenting liquid assets or lines of credit of:
 - (1) At least fifty thousand dollars (\$50,000) if serving Metro Areas, or;
 - (2) At least twenty-five thousand dollars (\$25,000) if serving only Rural Areas.
- b. **Developmental Disabilities Services (DDS) Vocational Services Providers** interested in contracting with DRS to provide employment services must verify the Project Director

was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months.

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

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

All required documentation must be received no later than **June 30th** to initiate contract(s) for the current fiscal year.

2. Existing Contractor Requirements

- a. Contractors are required to submit an **ESS-A-001 ESS CRP Renewal Form** by email to their ESS TA to provide or update information and request contract(s) for the current or next fiscal year.
- b. **If not planning to renew for the next fiscal year, notify your ESS TA in writing as soon as possible.**
- c. To cancel contract, see section V. Standard Terms, Subsection F. Cancellation of this contract.

3. General Contractor Requirements for All Contractors

Contractors may include a public, private non-profit or private for-profit entity.

Contractors must designate a Project Director and **employ a minimum number of staff to manage referrals and staff training requirements, provide required job support and training to individuals, and to process contract documentation.**

To utilize the ER contract, the Contractor must employ at least is one (1) full-time employee to ensure working individuals receive all appropriate support.

If the Project Director leaves and a new Project Director is hired, the new Project Director must complete the Employment Consultant (EC) training within six (6) months of the hire date. The Contractor can continue accepting referrals, if a current EC **or another employee of the Contractor has a certificate of completion for the EC training. The Project Director must also complete the remaining required training offered by OU-NCDET listed in the Contractor Staff Requirements section within twelve (12) months.**

Job Club Trainers must complete Job Club Train-the-Trainer Training offered by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET) before delivering Job Club sessions.

Contractors are required to 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**, with training certificates for all training completed, **when staff changes occur**, with the

mid-year **ESS-A-010 Contracts Production Report**, and when processing contracts each fiscal year.

When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the other Contractor.

Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a Ticket to Work cannot provide services to those individuals under this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

J. Contractor Staff Requirements

1. **Project Director:** A Project Director working under the Employment & Retention Contract must be **certified** by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), before initiation of the contract. **Project Directors must complete all additional required training through OU-NCDET.**

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 and to maintain contract compliance.

2. **Employment Consultant(s) (EC(s)):** The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars (\$20,000) annually.

Within six (6) months of their hire date, ECs must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.

3. All ECs and Project Directors providing services must also successfully complete the required training courses provided by OU-NCDET listed below within **twelve (12) months** of their hire date.
 - a. Social Security Work Incentives
 - b. Job Development/Marketing
 - c. Job Club Train-the-Trainer Training (**required for ECs to conduct Job Clubs**)
 - d. Introduction to Positive Behavior Supports in the Workplace (**online training is a prerequisite for the in-person Positive Behavior Supports in the Workplace course**)
 - e. Positive Behavior Supports in the Workplace
 - f. Instructional Supports
 - g. Supporting Individuals with Autism Spectrum Disorder
 - h. Blind Culture and Job Placement for Individuals with Vision Loss (**required by DRS Services to the Blind and Visually Impaired (SBVI)**)
 - i. Deafness and Employment (**required by DRS Vocational Rehabilitation (VR) Services**)

To access required online training click on the following link:

<http://ncdetcourses.com/>

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

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

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

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

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

- a. University of Arkansas Center for the Utilization of Rehabilitation Resources for Education Networking Training & Service (UA CURRENTS), <https://uacurrents.org/Training>
- b. On-line training provided by Virginia Commonwealth University Rehabilitation Research & Training Center (VCU RRTC), <https://vcurrtc.org/training/>
- c. Workforce Innovation Technical Assistance Center (WINTAC), <https://www.wintac.org/>
- d. Vocational Rehabilitation Technical Assistance Center for Quality Management (VRTAC-QM) <https://www.vrtac-qm.org/>
- e. Vocational Rehabilitation Technical Assistance Center for Quality Employment (VRTAC-QE), <https://tacqe.com/>
- f. The LEAD Center National Center on Leadership for Employment and Economic Advancement of People with Disabilities <https://leadcenter.org/>
- g. The National Association of People Supporting Employment First <https://apse.org/>,
- h. National Technical Assistance Center on Transition: The Collaborative (NTACT:C) <https://transitionta.org/>,
- i. Other DRS recognized sources, webinars, computer based training or in-service training approved by the ESS TA, or
- j. ESS staff may periodically email other pre-approved training opportunities.

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

K. Contract Compliance Requirements

1. Contractor Compliance Requirements

The ESS TA will review documentation and information below to determine if Contractor is meeting the contract requirements:

- a. Project Directors are required to attend **all** Project Director's Meetings (unless Contractor requested and received an excused absence from ESS TA before the meeting),
- b. Contractor staff (**Project Director/ECs**) obtain required training through OU-NCDET within set time frames stated in the contract (unless extensions are approved by ESS TA),
- c. Contractor staff (**Project Director/ECs**) are required to complete at least six (6) hours of continuing education each contract year,
- d. Contractors are required to complete and submit the Mid-Year Reporting with supporting documentation by the deadline,
- e. Contractors are required to complete and submit the Annual Reporting with supporting documentation by the deadline,
- f. Contractors will submit timely notification to ESS TA by email when staff changes occur. (Include: Name; Background Check Completion Date; Salary; Start Date, and Termination Date),
- g. Contractors will make required documentation for payment available to ESS TAs for Quality Assurance Reviews when requested. (The ESS TA will review a minimum of 10% of cases at Mid-Year and Annual Reporting),
- h. Contractors will submit **ESS-A-080 Monthly Contractor Production Report by the 10th of each month**,
- i. Contractors will email the Pre-Placement and Replacement Reports to the Counselor and ESS TA on or before the employment start date. Termination Reports will be submitted to the DRS Counselor and ESS TA as soon as notified of the job end date, and
- j. The Contractor will complete a National Background Checks before each new employee start date and renew every three (3) years.

2. ESS Unit Compliance Procedures:

- a. The ESS TA will review the submitted documentation and send a completed **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 determined necessary, the ESS TA will require the Contractor to **write** a plan of action outlining the steps to be implemented to achieve 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) At the time of the review, the ESS TA will contact the Contractor to discuss their progress in achieving contract compliance and determine if an updated plan of action is required.
- v) If the Contractor **fails** to follow through with their plan of action to achieve contract compliance, the Contractor must meet with the ESS TAs and develop a **six (6) month written Plan of Correction**.
 - 1) The ESS TAs will meet with the Contractor to review and discuss the progress in achieving the goals stated in the Plan of Correction at the end of **six (6) months**.
 - 2) If the goals were not met, then the ESS TAs will place the Contractor on probation. During probation, all new referrals will be suspended but the Contractor may continue working with the current individuals on their caseloads.
 - a) The Contractor is required to submit a **monthly progress report** to the ESS TAs while on probation.
 - b) When the Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.
- c. Once the Contractor is in compliance, the ESS TA will document this in writing, and no further action is required.

L. Contract Suspension

When a Contractor is alleged to have violated ethical standards according to the **Code of Professional Ethics for Certified Rehabilitation Counselors** identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payments of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation.

Depending on the severity of the allegation(s) (i.e., Involving the individual(s) welfare,), DRS will suspend new referrals and remove all individuals currently receiving services.

For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

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

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

M. Incentive Payments (send to ESS TA for payment)

Special Incentives

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

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

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

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

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

OR

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

OR

2. The Contractor may receive an incentive of five hundred dollars (\$500.00) per individual for a one (1) time payment, upon completion of the **ER EM Milestone: Successful Employment, before DRS case closure**, when the individual earns more than **\$21.13** per hour. This amount is based on the average hourly wage for Oklahoma at the time this contract was written.

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

- a. **ESS-A-020 Incentive Payment Request Form**, and,
- b. **All ER EM Milestone documentation, and,**
- c. **One** of the following:
 - i) A copy of the most current paystub/earnings statement including the individual's name, address, payroll period, date issued and check amount **or**,
 - ii) A wage verification letter on the employer's letterhead, which indicates a breakdown of monthly wages and hours worked. The verification letter should also include 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.

N. DRS's Obligations

1. The DRS counselor shall provide the Contractor written Authorization(s) for Purchase(s) for each DRS client referred to the Contractor. Contract services shall not be scheduled and/or initiated with the DRS client prior to the Contractor's receipt of written Authorization(s) for Purchase(s) from the DRS counselor.
2. The DRS shall provide payment for authorized contract services at the rates set forth in section II.

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the rates approved by the Oklahoma Commission for Rehabilitation Services and set forth in section II. Payment shall be made upon receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS counselor who authorized services for each DRS client. The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

C. Lapse Of Invoices/Claims

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

IV. Special Terms

A. Travel Restriction

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

B. National Background Checks

1. Purpose

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

2. Authority

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

3. Contract monitoring

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

V. Standard Terms

A. Equal Opportunity/Non-Discrimination

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

B. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Debarment And Suspension

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

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

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

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

G. Access To And Retention Of Records

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

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. _

H. Subcontracting

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

I. Compliance With State And Federal Laws

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

J. Travel

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

K. Client Confidentiality

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

L. Unallowable Costs

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

M. Audit

1. Federal Funds

Organizations that expend \$1,000,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in

accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution

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

The Contractor shall submit two copies of the annual audit report, management letter (if applicable) corrective action plan to all audit findings, and the auditor's latest external quality control review report to the DRS Contracts Unit at 3535 N.W. 58th Street, Suite 300, Oklahoma City, OK 73112 or Contracts@okdrs.gov within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the DRS has not received the prior year audit.

N. Clean Air Act

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

O. Employment Relationship

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

P. Insurance

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

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies,

etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS/State Employment

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

S. Legal Employment Status Verification System

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

T. Contract Jurisdiction

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

U. Severability

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

V. TikTok Ban

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

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

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

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

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

Y. Force Majeure

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

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

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

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

Z. Termination For Funding Insufficiency

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

AA. Prohibition On Certain Telecommunications And Video Surveillance

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

BB. Offender List Registration Declaration and Compliance with 57 O.S. § 589 and 70 O.S. § 6-101.48

This section applies to contractors who provide services to persons under eighteen (18) years of age or who provide services on the premises of the Oklahoma School for the Blind (OSB) or the Oklahoma School for the Deaf (OSD).

Offender List Registration Declaration

The Contractor's signing authority for the Contract hereby states under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct:

1. I am the Contractor OR I am the duly authorized representative of the Contractor; and
2. Neither the Contractor nor any employee of the Contractor, nor any subcontractor or employee of a subcontractor, who provides services to persons under the age of eighteen (18) years pursuant to the terms of this contract, or who works on the premises of OSB or OSD, is currently required to register under the provisions of the Oklahoma Sex Offenders Registration Act (57 O.S. §§ 581 *et seq.*) or the Mary Rippy Violent Crime Offenders Registration Act (57 O.S. §§ 591 *et seq.*).

Compliance with 57 O.S. § 589 and 70 O.S. § 6-101.48

As applicable, Contractor shall comply with all requirements provided for at 57 O.S. § 589 and 70 O.S. § 6-101.48.

VI. Signatures

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

Oklahoma Department of
Rehabilitation Services

Contractor

Signature

Date _____

Signature

Date _____

Print Name

Print Name

Title

Title

Contact Person

Telephone

Contractor's Email Address