

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
JOB PLACEMENT (JP)**

This agreement, consisting of twenty-two (22) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (DRS) and

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

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

RECITALS

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

WHEREAS, the Oklahoma Department of Rehabilitation Services 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 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 July 1, 2024, whichever is the latter, through June 30, 2025. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

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

This section describes 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 this Contract.

The term “Services” as used in this contract includes services that come within the scope of “Milestones” as defined and provided for in Chapter 10 of Title 612 of the Oklahoma Administrative Code.

A. Definitions for Job Placement

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

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

1. 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; 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
 - iii)** Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

2. Employee's Work Week begins the first (1st) day of employment and includes the next six (6) days. This sequence remains constant throughout employment. If the individual is placed in another job, the work week begins the first (1st) day of the new employment.

3. Employment Consultant (EC) refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer's specifications and learn the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

4. Employment 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.

5. **ESS** means Employment Support Services Unit of the DRS.
6. **ESS TA** means DRS Employment Support Services Technical Assistant.
7. **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 §361.45 and §361.46 for more details)
8. **Integrated setting** means:
 - a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and
 - b. With respect to an employment outcome, means a setting:
 - i) Typically found in the community; and
 - ii) Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.
9. **Job Accommodation** is an adjustment to a job or work environment that makes it possible for an individual with a disability to perform their job duties. Accommodations may include specialized equipment, modifications to the work environment or adjustments to work schedules or responsibilities. Not all people with disabilities (or others 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 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.
10. **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa, and surrounding areas.
11. **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.
12. **Temp-to-Hire** is sometimes referred to as a probationary period and is utilized 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. Overview of Job Placement Services

Job Placement Services are employment services for **individuals with disabilities not meeting the definition of an individual with a most significant or significant barrier to**

employment, who do not need support on the job, but may need job accommodations. This contract is intended for individuals in full-time competitive integrated employment (as determined by the employer).

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

The following factors are considered when determining the need for JP Services for youth and adults:

1. Can benefit from job accommodations and minimal off-site support services to maintain competitive integrated employment,
2. Will not require extended services after completion of the JP EM service.

Services in the JP contract include:

1. Successful Employment (JP EM): (Ninety (90) Calendar Days)

NOTE: Before the individual starts work, the Individualized Plan for Employment (IPE) should include the service category, Job Placement Services. JP will be used to provide short-term off-site support and assistance with needed accommodations after the individual begins employment.

Once an individual has been placed in a job using the Job Development & Placement Service (JDPL) in the Supplemental Employment Services (SES) contract, the individual is ready to receive off-site support in the Job Placement (JP) EM Service. No additional DRS-C-301 Employment Services Referral is required when an individual is transitioning from the SES JDPL to JP EM for off-site support.

When an individual is **not** transitioning from the **SES JDPL Service**, and is **beginning** employment services with the **JP 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 chosen Contractor with the following documents:

(Example: Before working with an Employment Contractor, the individual obtains employment independently, and the Counselor and individual working together determine short-term off-site supports are needed to assist the individual in retaining competitive integrated employment).

1. DRS-C-21 Eligibility Determination; and
2. DRS-C-29 Individualized Plan for Employment (IPE).

When referral documents are received for individuals **beginning in JP services**, the Contractor will schedule an intake appointment with the individual and send an **ESS-C-801 Authorization Request & Invoice** to the DRS Counselor and Rehabilitation Technician. The DRS Counselor will then authorize the requested service within five (5) business days. Before providing services, the Contractor should contact the DRS Counselor to request the **Authorization for Purchase**

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

NOTE: Since JP EM begins the first day of employment, SES JDPL and JP EM are authorized at the same time.

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

Optional Team Meetings can be conducted anytime throughout the delivery of services as needed to address concerns related to a successful employment outcome.

Team Meetings are preferred to be in person 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 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 a designee identified by the individual, will lead the meeting.

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

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

Temporary Employment is not appropriate for this contract.

C. Service Rates

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

PLEASE NOTE: SES JDPL & JP EM services will be requested for authorization at the same time because JP EM begins on the first day of employment.

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

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

1. Successful Employment (JP EM) \$1,650.00

D. Job Placement Service Description

1. Successful Employment (JP EM): (Ninety (90) Calendar Days)

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

The Contractor will provide a minimum of two (2) offsite contacts each month during the first two months, and at least one (1) contact during the final month to ensure job satisfaction and job retention.

All contacts should be documented in detail on the ESS-C-225 Record of Hours Worked form.

The Contractor will record any changes to accommodations on the **ESS-C-185 Job Accommodation Form**.

If the individual loses their job, **when notified of termination**, the Contractor will submit the **ESS-C-181 Termination/Re-Placement Report**. **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. **Outcome:** The individual has been employed in a full-time, competitive integrated permanent job and has worked a minimum of ninety (90) days on the job. The Contractor has assisted the individual with negotiating accommodations, if needed, and the individual is satisfied with the job.

- c. **Complete and Submit All Required Case Documentation for Payment of JP EM Service:**

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See C. Service Rates.)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (email first two monthly updates to DRS Counselor as an attachment, submit separately from required documentation for payment, ESS-C-266 Employment Outcome Report counts as final monthly update)**
- iii) **ESS-C-225 Record of Hours Worked**
- iv) **ESS-C-237n Current Pay Stub/Earnings Statement**
- v) **ESS-C-249 Employee Satisfaction Survey**
- vi) **ESS-C-266 Employment Outcome Report (counts as final DRS Monthly Update for JP EM Service)**
- vii) **ESS-C-801 Authorization Request & Invoice**

If termination and/or replacement 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-185 Job Accommodation Form (for re-placement)**

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

When the individual is placed in a temp-to-hire position as described in the definition, the Contractor will be paid for the JP EM service as follows:

1. **JP EM Service** will be paid ninety (90) **calendar** days after the individual has been hired as a permanent employee and all the requirements of the JP EM Service have been met.

F. Minimum Contract Goals for JP

<u>All JP Contractors</u>	
Average wage at closure	\$14.00
Average hours worked per week at closure or IPE Weekly Work Goal met or exceeded at closure (if listed on IPE)	32.50

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 as listed below and outlined in **Code of Professional Ethics for Certified Rehabilitation Counselors**, Commission on Rehabilitation Counselor Certification (CRCC) 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 Compliance Requirements

1. Required Contractor Reporting

- a. **General Reporting:** Contractors **should** report to the ESS TA when they are aware of a service being omitted or cancelled, when individuals change Contractors in the middle of the program, 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 summarizing the following:

- i) Assessments performed,
- ii) Applications and résumés submitted,
- iii) Interviews scheduled or completed,
- iv) Employer contacts,
- v) Employer or employment consultant concerns regarding work skills (including soft skills) and/or behaviors,
- vi) Explain how the EC is addressing any concerns, and/or
- vii) Any additional support required throughout the provision of contract services,
- viii) Other.

If no progress has occurred, please explain fully on the form.

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

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

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

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

- f. **Quality Assurance Review:** The Contractor is required to make their case records available for **quality assurance reviews** at any time at the request of the ESS Unit. ESS TAs are required to conduct Quality Assurance Reviews to evaluate contract compliance and identify training need(s) related to case documentation and/or contract requirements. DRS Counselor(s) may be included in the **quality assurance review** process.

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

I. Contractor Qualifications

1. DRS Contracting Requirements

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

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

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

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

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

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

2. All Contractors

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director and employ a minimum number of staff. The minimum staff requirement to utilize this contract is one (1) Full-Time Employee.

If the Project Director leaves and a new Project Director is hired, the new Project Director must complete the Employment Consultant (EC) training within six (6) months of the hire date. The Contractor can continue accepting referrals, if a current EC has a certificate of completion for the EC training.

Job Club Trainers must complete Job Club Train-the-Trainer Training offered by University of Oklahoma before delivering Job Club sessions.

Contractors are required to submit an **ESS-A-001** *ESS Contractor Renewal Form* by email to their **ESS TA**, to provide or update information and request contract(s) for the current or next fiscal year. **If not planning to renew for the next fiscal year, notify ESS TA in writing as soon as possible.**

Contractors are required to complete the requested Contract(s), and Non-Collusion Certificate(s) (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.

Contractors must submit a completed/updated **ESS-A-005** *Contractor Staff and Training Form*, along with new training certificates for all training completed, **when staff changes occur**, with the Mid-Year **ESS-A-010** *Contracts Production Report*, and when processing contracts each fiscal year.

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

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

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

J. Staff Qualifications

1. **Project Director:** A Project Director working under the Job Placement Contract must be **certified** by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), before initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must also attend required Project Directors' meetings as scheduled by the ESS Unit. Advanced notice to the ESS TA is required for an excused absence.
2. **Employment Consultant(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. Contractors must utilize the **ESS-A-005** *Contractor Staff and Training Form* to indicate training received by each EC working under this contract at the start of the contract year, and with the mid-year ESS-A-010 Contracts Production Report on January 31st. **Within six (6) months of their hire date, ECs must be certified by completing the DRS Employment Consultant Training course provided by OU-NCDET.**
3. All ECs delivering services must also successfully complete the additional training courses described below within **twelve (12) months** of their hire date. The required training listed below is provided by OU-NCDET.
 - a. 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. 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 Project Directors and ECs 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,
- i. **Tech Tuesday virtual training**, or
- j. Other as approved by ESS TA

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

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

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

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

K. Contract Compliance

1. The ESS TA will review the documentation and information below to determine if Contractor is following the contract:
 - a. Attendance at **all** Project Director Meetings
 - b. Obtaining required training within the time frames stated in the 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 **submitted by January 31st**
 - e. Annual Reporting with supporting documentation (if updated from the time of contract renewal) **submitted by July 31st**
 - 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. **ESS-A-080 Monthly Contractor Production Report submitted by the 10th of each month**
 - 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, the 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 the Contractor **fails** to follow through with their plan of action, the Contractor must meet with the ESS Unit and develop a six (6) month plan of correction.
 - 1) The ESS Unit will review the plan of correction at the end of six (6) months.
 - 2) If no progress has been made at that time, the Contractor will be placed on probation, and all new referrals will be suspended.
 - a) The Contractor is required to submit a monthly progress report while on probation.
 - b) When the Contractor demonstrates progress toward contract compliance, probation will be lifted.
- c. Once Contractor is complying, the ESS TA will document this in writing and no further action is required.

L. Contract Suspension

When a Contractor is alleged to have violated ethical standards according to the **Code of Professional Ethics 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 the 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 the 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 **JP EM Service: 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 JP EM Service to the DRS Counselor:

- a. **ESS-A-020 Incentive Payment Request Form,**
- b. **All JP EM Service 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, **due upon successful closure by DRS Counselor**, when the individual earns more than **\$25.70** per hour. This amount is based on the average hourly wage for Oklahoma at the time this contract was written.

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

- a. **ESS-A-020 Incentive Payment Request Form**, and,
- b. **All JP EM Service 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) Most recent 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 \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds

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

3. Auditor Approval and Audit Distribution

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

The Contractor shall submit two copies of the annual audit report, management letter (if applicable) corrective action plan to all audit findings, and the auditor's latest external quality control review report

to the DRS Contracts Unit at 3535 N.W. 58th Street, Suite 300, Oklahoma City, OK 73112 or Contracts@okdrs.gov within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the DRS has not received the prior year audit.

N. Clean Air Act

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

O. Employment Relationship

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

P. Insurance

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

Q. Punitive Actions

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

R. Prior DRS/State Employment

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

S. Legal Employment Status Verification System

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

T. Contract Jurisdiction

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

U. Severability

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

V. TikTok Ban

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

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

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

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

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

Y. Force Majeure

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

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

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

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

Z. Termination For Funding Insufficiency

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

AA. Prohibition On Certain Telecommunications And Video Surveillance

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

