

**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
TRANSITION WORK ADJUSTMENT TRAINING**

This agreement, consisting of twenty-one (21) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

«VENDOR»  
«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 Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services, O.A.C. 612: 10-7-164 to provide work adjustment training; and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services desires employment training for its individuals.

**NOW THEREFORE**, the parties agree as follows:

**I. Contract Period**

The Contract is effective from the latest date of signature of both parties or July 1, 2021, whichever is the latter, through June 30, 2022. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

## II. Contract Services

### A. Contractor's Obligations

1. The Contractor agrees to submit a proposal initially to start a program or as requested by DRS staff. A proposal should include a description of the referral process, staff qualifications, admission criteria, individualized assessment tools, individualized training plan forms, curriculum, progress assessment and reporting methods and tools, a plan for post-training services, and information about facilities and equipment to be utilized. Upon approval, a contract will be issued to the Contractor. **The Transition Work Adjustment Training program is designed to prepare high school age youth with the most significant disabilities or equally significant barriers for competitive integrated employment in the community by developing important work habits, attitudes and personal and social adjustment skills.** Services such as these are made possible by the Workforce Innovation and Opportunity Act (WIOA) of 2014.
2. DRS clients preauthorized to participate in WAT may do so for up to 18 consecutive months, as approved on an individual basis by the DRS counselor. If the client requires more time to make additional progress, the DRS counselor may authorize additional time. Summer months spent in WAT count in the total consecutive 18 months if provided. **The Contractor agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract and pertinent documents.**

#### **Students eligible to participate include those DRS transition students:**

- a. with documented disabilities (includes IEP, 504 Plan, or other documents), who:
    - o Have been determined eligible for DRS services; or
    - o Are on a trial work plan as determined by the DRS counselor;
  - b. with an approved DRS case;
  - c. with an individualized plan for employment (IPE) in place;
  - d. with WAT as a line of service on the IPE;
  - e. who have been provided by DRS written authorization as to their start date; and
  - f. who are at least 16 years of age.
3. There are rare cases where students NOT on an IPE may participate in WAT under a Trial Work Plan, as approved by the DRS counselor. In either case, no services may begin without prior written authorization from DRS.
  4. Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease participation upon

their last day of school/graduation. They may not continue to participate in WAT

beyond their last day of high school (unless in rare cases and only with DRS Counselor approval).

5. Work Adjustment Training provided under the provisions of the Contract must comply with the component parts as described:

## **B. Program Requirements**

### **1. Referral**

The Contractor agrees to provide Transition Work Adjustment Training to eligible individuals of the DRS who are referred to the Contractor by the DRS and pre-authorized in writing by the DRS Counselor. All services for DRS individuals will be pre-authorized in writing by the DRS Counselor as "Transition Work Adjustment Training". It is the Contractor's responsibility to market and educate others about its program.

### **2. Staff Qualifications**

The work adjustment training center will assure that all instructional staff and assistants are properly trained to perform their assigned functions. Minimum staff training and qualifications should include the following:

- a. complete DRS Employment Consultant Training within the first year of employment; or
- b. be a certified special education teacher; and
- c. have experience working with people with disabilities and knowledge of transition requirements under IDEA and the Pre-ETS of WIOA.

The instructional staff must also have access to technical assistance and receive update training as appropriate. The Contractor will document qualifications and ongoing training/professional development.

### **3. Admission Criteria**

The work adjustment training center shall provide specific admission criteria for individuals with the most significant disabilities or equally significant barriers expressing a desire to obtain competitive integrated employment in the community after completing work adjustment training. Admission criteria shall be made available in accordance with the DRS requirements. The Contractor shall make every effort to educate clients and parents about working toward competitive integrated community employment.

#### 4. Individualized Assessment

The work adjustment training center will assure that each individual is afforded, **on a monthly basis**, an individualized assessment of interpersonal and competitive work related skills. This will be documented on the DRS Monthly Progress Report form and any other assessments chosen by the Contractor. The individualized assessment shall be documented and must include:

- a. an assessment of the individual's interpersonal skills, including the ability to interact socially;
- b. capacity to understand verbal and written instructions;
- c. job skills, including the ability to meet both the physical and social aspects of competitive integrated employment;
- d. work speed and endurance;
- e. career interest and awareness;
- f. work behaviors, which include the ability to work independently; and
- g. physical capacities and psychomotor skills.

The Contractor will assist each client in developing a realistic vocational goal upon completion of one school year (i.e., 9 months) in the work adjustment training center program. This will include working with clients to identify strengths, interests, abilities, challenges, job matches and mismatches, and researching alternative jobs within various career fields. This vocational goal shall be shared with the DRS counselor upon development with the intent of aligning this goal with the IPE goal and jointly planning activities to reach the goal. The contractor shall share with the DRS concerns regarding client participation or lack of progress as soon as possible as well as a change in client's goal toward achieving competitive integrated employment.

#### 5. Individualized Training Plan (ITP)

- a. The work adjustment training center will assure that an individualized training plan be prepared for each individual served within 60 calendar days of admission. The goal of the individualized training plan shall be working towards independent competitive community integrated employment and will be based on input from the individual and his/her parent(s) or authorized representative. It should address areas of strength and needed services based on the individualized assessment, and provide the basis for periodic evaluation of progress towards competitive employment. ITPs for each client must be submitted to the DRS Counselor within 60 calendar days.
- b. This ITP shall be reviewed regularly (or at least every 3 months along with the DRS Progress Report) and shall also contain a detailed description of how each client will progress through work adjustment training and ultimately into a paid work experience through the Transition School-to

Work: Work Study contract, or other paid or unpaid work experience (e.g., job shadowing, on the job training). DRS counselors will work with the Contractor on an individual basis to determine when a client is ready to transition out of work adjustment training and into a work experience; however, the DRS counselor and the Contractor will be given the flexibility to allow for alternate plans for exceptional individual cases. The Contractor will also assist each DRS client with developing a transportation plan for employment upon completion of services (e.g., city bus, call-a-ride, taxi, walking, carpooling, parent driving, driving self, riding a bicycle, Uber). This may be included in the ITP or another document but must be in writing.

## 6. Curriculum

- a. The work adjustment training center will provide instruction and orientation to work practices which is tailored to individual needs and falls within the five core Pre-Employment Transition Services:
  - 1a. job Exploration Counseling;
  - 2a. work-based Learning Experiences;
  - 3a. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
  - 4a. workplace Readiness, including social and independent living skills; and
  - 5a. self-advocacy, including peer mentoring.

and that encompasses:

- 6a. career interest/awareness and Job seeking skills (e.g., utilize resources for finding jobs, stating job interests, recognizes purpose for work and need to develop skills);
- 7a. work Behaviors (e.g., attendance, punctuality, working independently or in groups, dressing appropriately, demonstrating safety and maturity, and following work rules, using breaks wisely, cell phones and other electronic devices in the workplace, e-mail etiquette);
- 8a. job Skills (e.g., switching tasks, remaining on task, obtaining supplies, and cleaning up work area);
- 9a. work speed and endurance (e.g., completing tasks with accuracy, increasing time on task, asks for additional work, and adjusts to change);
- 10a interpersonal/communication skills (e.g., ability to interact socially, cooperate, ask for help, use appropriate manners, respond to criticism; initiate, maintain, and end conversations; appropriate conversation topics for the workplace; forms of harassment and how to respond/get help; what is NOT harassment);

11a independent living skills (e.g., value of money, how to organize money,

banking, setting a budget, money/identify safety, preparing for meals, grocery shopping, light meal preparation, kitchen safety, accessing and using various transportation options, transportation safety, community safety, sorting laundry, using washing machines/dryers, community resources, personal needs/medical, home safety, emergencies); Safety training may include real life practice, class discussion and activities, role playing, watching safety videos, having guest speakers, etc. Sample transportation topics may include, but are not limited to:

- Specific equipment and documentation to keep in vehicle or on your person;
- Emergency procedures for specific transportation options;
- Communication between program and driver before, during, and after transport;
- Maintenance and inspection of vehicles and bicycles;
- Safety in and around vehicles;
- School zones, railroad crossings;
- Unloading and double-checking vehicles after unloading;
- Knowing your surroundings and people around you;
- Seatbelts, car seats, booster seats, helmets, and other safety devices;
- Waiting on the curb;
- Crossing the street;
- Waiting at bus stops;
- Rules for bicycles;
- Strangers; and
- Being street smart.

12a understanding verbal and written instructions (e.g., following directions, responding to directions in a timely manner, remembering steps, and asking for help); and

13a work related skills (e.g., dealing with work pressures, counting, measuring, telling/managing time, travel and transportation, including planning around work schedules to arrive on time, what to do when you will be late or not able to go to work).

- b. Contractor will integrate the use of technology for clients and ensure clients are accessing technology in meaningful ways that will help better prepare them for ways to use technology for employment purposes (e.g., resume development, online applications, job searches, e-mail, and interest inventories). If a client has a cell phone or other electronic device and can be taught how to use it for reminders, lists or steps, video modeling, the Contractor is encouraged to make use of such opportunities for independence.

- c. The curriculum must also include real work observation and include a variety of work experiences in the community (e.g., ability to transfer work skills, learn new job tasks, and demonstrate appropriate behavior). The Contractor will ensure that each client is afforded the opportunity to experience at least six (6) different types of jobs in various community settings (e.g., retail, hotel, restaurant, manufacturing, industry, customer service, medical) throughout each school year. This must include at least 6 separate experiences in the community. Situations in which students would be performing tasks of a volunteer nature may count as only one of the 6 experiences. The DRS counselor and the Contractor will be given the flexibility to allow for alternate plans for **exceptional individual cases**.

## **7. Progress Assessment And Reporting**

The work adjustment training center shall have established procedures for evaluating the individual's progress toward independent competitive integrated employment and skills identified in items 4 and 5 above and must report results periodically in accordance with the DRS requirements. Evaluation of progress of individuals will be required every 30 days, and an additional evaluation of level of independence every 90 days, with work adjustment training not to exceed an 18 month period unless approved by the DRS staff. All progress reports and time sheets must be submitted to the DRS Counselor by the 15<sup>th</sup> of the following month for timely payment to the Contractor for students participating in work adjustment training.

## **8. Post-Training Services**

The work adjustment training center shall provide post-training referral services for each individual in accordance with the individual's needs. Such services should include but not be limited to referrals for job placement assistance and/or continuing education.

## **9. Facilities And Equipment**

The work adjustment training center shall have adequate equipment and facilities to facilitate the training services provided by the center. The equipment and facilities used for training purposes shall meet or exceed all appropriate safety standards. Additionally, the facilities must meet the ADA requirements for accessibility. The Contractor shall ensure adequate staff to supervise students in the various facilities utilized for work adjustment training. Staff assigned to implement WAT program requirements must have appropriate training and qualifications (e.g., employment consultant training).

## 10. Reporting

The Contractor agrees to maintain all appropriate training standards and provide monthly attendance and progress reports for each authorized individual. These reports will be processed through the assigned DRS Counselor. The DRS staff will conduct ongoing annual evaluations through visits, reviewing paperwork, and onsite auditing to ensure compliance with the DRS guidelines. Should the DRS find areas of noncompliance, the Contractor will be required to submit a corrective action plan (CAP) within 30 days. The DRS will do a follow-up visit within two months to ensure all areas on noncompliance are corrected. Final reporting and recommendation regarding competitive employment abilities or obstacles will be completed by the Contractor on each individual at the conclusion of the work adjustment training period. This final report shall include each client's plans for future employment.

### C. Additional Contractor Requirements

The designated Teacher/Transition Coordinator(s) will:

1. be knowledgeable about the contents and requirements of the Contract, especially the Key Points documented in Appendix A;
2. obtain written preauthorization from the DRS counselor before initiating services for students;
3. complete the DRS Student Case Sheet (if requested) for each client prior to participation in DRS services to ensure eligibility and other essential dates of the case;
4. maintain an updated copy of the DRS Student Case Sheet (if requested) in each client's folder;
5. be a part of the decision making process for community work experiences and transitioning students out of the WAT program;
6. provide information regarding the program to school personnel, students, and parents;
7. provide job readiness instruction and assistance to the students as outlined above that fall within the following five core Pre-Employment Transition Services:
  - a. job exploration counseling;
  - b. work-based learning experiences;
  - c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
  - d. workplace readiness, including social and independent living skills;
  - e. self-advocacy, including peer mentoring;
8. assist with regular assessment of the students' progress;
9. work with the DRS Counselor to maintain a list of all authorized participating students at least one time per semester or updated as new students join or exit;
10. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the WAT services provided by DRS, including, but not limited to, present levels of performance, services, and



- annual education/training or employment goals on the IEP;
11. document such transition services or Pre-Employment transition services provided and completed by participating students on the progress report form or other documents developed by Contractor or required by DRS;
  12. provide monthly documentation to DRS counselor, such as progress reports and attendance reports;
  13. provide an ITP within 60 calendar days of admission to DRS counselor; and
  14. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

#### **D. DRS's Obligations**

The DRS Counselor will:

1. provide the Contractor written preauthorization prior to the initiation of services for each student approved for the WAT program;
2. provide to the Contractor a signed copy of each client's IPE within 30 days of beginning the WAT program;
3. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals;
4. provide payment to the Contractor for Transition Work Adjustment Training as set forth in Paragraph III. A, in a timely manner when provided with progress reports and timesheets for processing;
5. serve as a member of the transition team and help make decisions regarding experiences and transition out of the WAT program;
6. organize his or her work schedule in order to be available to confer with the Contractor, the students in the program, parents, employers and other partners in the process;
7. arrange and provide services as needed, including vocational evaluations, and counseling and guidance;
8. provide technical assistance to the Contractor;
9. make regular visits to the WAT program, either at the facility or in the community to observe activities and client progress;
10. work with the school staff/teachers to maintain a list of all authorized participating students, the vocational goal, experiences, skills learned, and areas for further development, at least one time per semester or updated as new students join or vocational goals change; and
11. ensure the Contractor is submitting accurate monthly time sheets and progress reports, including documentation of transition services or Pre-Employment Transition Services (as completed).

### III. Compensation

#### A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS agrees to pay the Contractor as per the amounts set forth below.

1. The DRS will pay a fixed rate to the Contractor up to \$375.00 per month for half day (3 hour) training periods, \$250.00 per month for 2 hour per day training periods, or \$125.00 per month for 1 hour per day training periods per individual client. The Contractor will be paid at the full amount for clients who participate in trainings for at least 61% of school days in each month. A school day is defined as a day in which school is in session and students are expected to be in attendance. Snow days do not count as school days. Participation of 60% or less must be prorated accordingly. For example, if a student was present 12 out of the 20 possible school days in a month (i.e., 60%) and was in the program daily for at least 2 hours (i.e., \$250), the Contractor would bill the DRS for \$150.00 (i.e., 60% of \$250). A school month begins effective the first day the student is authorized to attend. For example, if school starts August 1, but the student is not authorized to attend until August 15, the school days that month available to that student begin on August 15.
2. For all school months containing fewer than 10 school days, the DRS will pay to the Contractor on a prorated daily rate per individual client. The daily rates to be utilized are as follows.
  - Daily rate for clients participating for 3 hours at \$375.00 per month-- \$18.75 per day.
  - Daily rate for clients participating for 2 hours at \$250.00 per month-- \$12.50 per day.
  - Daily rate for clients participating for 1 hour at \$125.00 per month-- \$6.25 per day.
3. For example, if a student was present 9 out of the 9 school days for the month of December (100% of the days in the short month) and was in the program daily for at least 3 hours (which would be at the \$375.00 per month amount), the Contractor would bill the DRS at a daily rate of \$18.75 for each day (i.e., \$168.75, which is \$18.75 times 9 school days).
4. This daily rate is to account for the months in which a school incurs a long holiday or significant break of any kind in which the students would not be attending school the typical number of days in a month (i.e., an average of 20 school days), and to account for schools that go year-round.
5. A student is considered in attendance for the day if the student is present at least 50% of the time that day that they are designated to be in Work Adjustment Training. For example, if a student is enrolled in Work Adjustment Training for 3 hours per day, and they are present in the program for at least 1 ½ hours of the program that day, they are considered in attendance. If they are present less than that amount of time due to illness or other reason, they are considered not

in attendance. If they are enrolled in 2 hours, they would need to be present for at least 1 hour that day, and for 1 hour of enrollment, they would need to be present for at least a half an hour that day to be counted in attendance. Billing invoices must be adjusted if a student averages less time during the month than which he or she was originally authorized (e.g., a student who is authorized 3 hours a day who really ends up averaging about 2 hours a day over the month shall only be billed at 2 hours that month).

6. Time in WAT begins when instruction or employment readiness/practice begins and ends when said instruction/readiness ends. Breaks are not allowable billed time for DRS WAT programs. Travel time to get to the WAT facility does not count toward billable time.
7. There are no "free/excused" absences that may still be billed for by the Contractor. Daily student attendance must be counted.
8. The School Contractor providing WAT for its students and the Community Rehabilitation Provider (CRP) providing WAT services to students are responsible for providing transportation for DRS transition clients to and from community employment activities (unless other arrangements are made between the school and CRP) and may not seek reimbursement from the DRS for travel expenses. Schools are responsible for transporting their students to and from the CRP who is providing the WAT program for their students.
9. If an individual does not participate in training during any given month, payment will not be made for that month. Payment will be made upon submission of properly completed and approved progress reports and time sheets documenting 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 and accepted by the DRS pursuant to the Contract.
10. Contractor may use funds to develop, enhance, and implement the WAT program. All funds paid to Contractor by DRS must be put back into the program and used for implementing the program. Examples of ways in which funds may be spent include, but are not limited to:
  - a. WAT staff salaries and compensation package;
  - b. facility and maintenance costs;
  - c. substitutes to cover staff when at trainings;
  - d. training costs for WAT staff to attend the Annual Oklahoma Transition Institute (OTI), job coach training, and other training relevant to fulfilling the requirements of the WAT contract (and may include registration fees, hotel, per diem, mileage, and parking for WAT staff);
  - e. curriculum;
  - f. gas for transporting DRS clients to and from community businesses for the required minimum 6 community visits;
  - g. WAT vehicle maintenance, repairs, and depreciation;
  - h. program materials; and

- i. uniforms or protective clothing and equipment required by community business partners.
11. DRS funds shall NOT be used to purchase food without the written permission from the designated DRS contract monitor and solely for the purpose of teaching independent living skills. DRS will only authorize the use of funds for food in situations in which independent living skills are taught to DRS clients, and the clients have a role in planning the menu, preparing shopping lists, budgeting, shopping, preparing and cooking, serving, and cleaning after the skills instruction.
12. Upon request, Contractor will submit to DRS monitor an expenditure report or other proof of purchase/payment for expenditures of DRS funds.

## **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, timesheets, and progress reports documenting the provision of services to issue payment to the Contractor. Invoices/claims, time sheets and progress reports 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. DRS cannot make payment for services that are not preapproved in writing by the DRS Counselor.

All students who are placed in the Transition Work Adjustment Training program must be active VR/VS clients and have a trial work plan and/or an Individualized Plan of Employment (IPE) in place in order for the training facility to be paid a fixed rate.

## **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. 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.

## **D. Drug-Free Workplace**

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

## **E. Modification**

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

## **F. Cancellation**

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor,

cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

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

#### **G. Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

#### **H. Subcontracting**

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

#### **I. Compliance With State And Federal Laws**

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

#### **J. Travel**

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

## **K. Client Confidentiality**

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

## **L. Unallowable Costs**

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

## **M. Audit**

### **1. Federal Funds**

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

### **2. State Funds**

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

### **3. Auditor Approval and Audit Distribution**

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

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58<sup>th</sup> Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the

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

#### **N. Clean Air Act**

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

#### **O. Employment Relationship**

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

#### **P. Insurance**

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

#### **Q. Punitive Actions**

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



#### **R. Prior DRS Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

#### **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 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://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. 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

Kathy Lowry, CPPB, CPO  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Manager Contracts & Purchasing  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Person                          Telephone

\_\_\_\_\_  
Contractor's Email Address

## Appendix A

### Key Points of the DRS Transition Work Adjustment Training Contract

1. The contractor must obtain written preauthorization from the DRS counselor before initiating services for students.
2. Students may participate 1 hour per day (\$125 per month to Contractor), 2 hours per day (\$250 per month to Contractor), or 3 hours per day (\$375 per month to contractor).
3. Students may participate in WAT up to 18 total months, again as approved by the DRS Counselor.
4. The team must meet to determine when the student can transition out of WAT and into a less restrictive employment experience.
5. A minimum of 6 community employment experiences must be completed for each student.
6. DRS will reimburse the Contractor for the amount invoiced based on student attendance and prorated accordingly.
7. Documents required for payment:
  - a. The monthly timesheet; and
  - b. The progress report(s).
  - c. These documents should be sent to the DRS counselor on a monthly basis. Waiting until the end of the semester or the end of the year to submit them is not acceptable.
8. WAT Payment Process:
  - a. School sends individual student Progress Report and Time Sheet to DRS Counselor.
  - b. Counselor authorizes payment to Contractor.
  - c. Counselor enters payment amount.
  - d. State Office sends a check to the contractor.
  - e. The State of Oklahoma has forty-five (45) days from receipt of a proper timesheets and progress reports to make payment to the Contractor.

## Appendix B

### Resources to Assist in Program Implementation

#### **Free Resources**

1. Hired Hands and Associates  
<https://www.hired-hands.org/skills.htm>
2. Mountain State Center for Independent Living  
<http://www.mtstcil.org/skills/index.html>
3. Understood for Learning and Attention Issues  
<https://www.understood.org/en/school-learning/choosing-starting-school/leaving-high-school/5-key-skills-for-independent-living>
4. Autism Speaks (IL Skills)  
[https://www.autismspeaks.org/sites/default/files/docs/ttk2\\_independent\\_living.pdf](https://www.autismspeaks.org/sites/default/files/docs/ttk2_independent_living.pdf)
5. School On Wheels  
<http://www.schoolonwheels.org/pdfs/4010/RSHSLI.pdf>
6. United States Department of Labor (Soft Skills)  
<https://www.dol.gov/odep/topics/youth/softskills/>
7. Biz Kids (Money Management)  
<http://bizkids.com/>  
<http://bizkids.com/students>  
<http://moneytalks4teens.ucanr.edu/>  
<http://www.themint.org/teens/index.html>
8. CaseyLifeskills (Money, Home, and Food Management)  
[http://www.casey.org/media/CLS\\_ResourceGuides\\_subdocs\\_PAYAModule1.pdf](http://www.casey.org/media/CLS_ResourceGuides_subdocs_PAYAModule1.pdf)
9. CaseyLifeskills (Moving Out on Your Own)  
[http://www.casey.org/media/CLS\\_ResourceGuides\\_subdocs\\_imgettingready.pdf](http://www.casey.org/media/CLS_ResourceGuides_subdocs_imgettingready.pdf)
10. University of  
  - a. Self-Determination Assessments for Transition  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/self-determination-assessment-tools.html>
  - b. Self-Determination Curriculum  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/choicemaker-curriculum.html>
  - c. Transition Education Materials  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/transition-education-materials.html>
  - d. Self-Directed Employment  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/self-directed-employment.html>
  - e. Preference Indicators  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/transition-assessment---severe-disabilities.html>
  - f. Timeline of Transition Activities developed by the Oklahoma Transition Council

<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/timeline-of-transition-activities.html>

11. Minnesota Literacy Council (Employment Readiness)  
<http://mnliteracy.org/tools/employment-readiness-curriculum>
12. Applied Educational System  
<http://www.aeseducation.com/careercenter21/employability-skills-lesson-plans/>

### **Resources for Purchase**

13. Conover Company (Functional Skills)  
[https://www.conovercompany.com/downloads/fss\\_brochure.pdf](https://www.conovercompany.com/downloads/fss_brochure.pdf)
14. Impact Publications  
<http://www.impactpublications.com/lifeskillsforindependentlivingcdprogram.aspx>
15. University of Oklahoma Zarrow Center for Learning Enrichment Resources
  - a. Transition Assessments  
<https://tagg.ou.edu/tagg/>
16. Brigance Transition Skills  
<http://www.curriculumassociates.com/products/detail.aspx?title=BrigTSA>
17. Skills USA  
<http://www.skillsusa.org/programs/career-readiness-curriculum/>

### **Resources for Driving Readiness**

<https://www.nadtc.org/resources-publications/transportation-education-curriculum/>

[Montgomery College readiness checklist](#)

[Children's Hospital of Philadelphia readiness](#)

[Quizlet Driver Readiness flashcards](#)

[DriveWell Info and Resources for Drivers](#)









# Contract Review.OKDRS Work Adjustment.5.5.21

Final Audit Report

2021-05-06

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