





## MEMORANDUM

To: Mr. Chuck Perry

From: Daylene Thornton

Date: 3/10/2022

Re: RENEWAL Agreement with OK Department of Rehabilitation for Transition Work Study Program

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### **SUBJECT**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and the Oklahoma Department of Rehabilitation Services. Broken Arrow agrees that qualified Special Education high school students will be able to participate in the Transition Work Study Program, following the guidelines laid out in the agreement. The OKDRS agrees to reimburse the district for the cost of the work study program. The initial cost to the district is set at the federal minimum wage with a maximum of 15 hours per week, per student and will be paid using local Special Ed funds. Costs will be reimbursed by OKDRS. D. Thornton

### **SUMMARY**

The Transition Work Study Program provides qualifying Special Education students the opportunity to gain on the job training and knowledge in real work/jobs both inside and outside of the school district. Students will earn minimum wage while participating in the work study program. The skills the students learn will transfer to competitive, integrated employment in the community, post-graduation.

### **FUNDING**

Local Special Ed funds (no cost to the district – reimbursement)

### **ENCLOSURE/ATTACHMENTS**

Agreement

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2023 (July 1, 2022 – June 30, 2023).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the “eSign”, which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to [klowry@okdrs.gov](mailto:klowry@okdrs.gov).

**We must receive the completed contract and Vendor Information Form before we can process your contract.** Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the “EIN number” is your Federal ID Number.

**Services beginning July 1, 2022 or after may not be provided until the Award of Contract has been issued.**

If you have questions about signing the contract, please communicate with Jim Kettler and cc: Chris Compton at the Oklahoma Department of Rehabilitation Services. Their email addresses are [jkettler@okdrs.gov](mailto:jkettler@okdrs.gov) at (405) 523-4812 and [ccompton@okdrs.gov](mailto:ccompton@okdrs.gov) at (405) 605-9651. For SWS contract content and service questions, contact Renee Sansom Briscoe at [rsansom@okdrs.gov](mailto:rsansom@okdrs.gov) or (405) 951-3488.

If there are planned personnel changes that affect this contract, please also provide the new information to Jim, Chris, and Renee at the above email addresses.

Thank you for your help in this matter.





OKLAHOMA  
Rehabilitation Services



OKLAHOMA  
Education

The Workforce Innovation and Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skill Gains for Youth.

In order to document these Measurable Gains, Vocational Rehabilitation Counselors need to obtain copies of students' secondary transcripts with parent or student consent if student is 18.

The Oklahoma State Department of Education Special Education Services (OSDE-SES) and the Oklahoma Department of Rehabilitation Services (ODRS) are requesting that LEAs collaborate with their local VR counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards in order for them to meet compliance under the WIOA.

Here are some examples of effective procedures that VR Counselors have shared:

1. The VR Counselor obtains DRS signed releases from parents (see example) and provides the school with copies of them. Then the VR Counselor gets the students' transcripts from the counselor's office or special education teacher.
2. The VR Counselor obtains DRS signed releases from parents and provides the school with copies of them. The special education teacher sends students' transcripts to the VR Counselor at the end of each semester with the Student Work Student (SWS) time sheets.
3. The VR Counselor sends out the following letter to students each semester and encloses a self-addressed stamped envelope:

Dear [Client],

The first (second) semester of this school year is almost over and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation file the close of this semester. To do so, I need you to provide me with this semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or report card in the self-addressed stamped envelope that I've enclosed with this letter or email me at (insert counselor's email address). Please call me if you have any questions at all! Thank you so much!!!

Thanks for your support as we work to improve outcomes for students with disabilities.

A handwritten signature in cursive script that reads "Renee Sansom Briscoe".

Renee Sansom Briscoe  
Transition Coordinator  
405-212-7789  
[rsansom@okdrs.gov](mailto:rsansom@okdrs.gov)

A handwritten signature in cursive script that reads "Lori Chesnut".

Lori Chesnut  
Program Specialist  
405-521-4802  
[lori.chesnut@sde.ok.gov](mailto:lori.chesnut@sde.ok.gov)



**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
TRANSITION SCHOOL-TO-WORK: WORK STUDY**

This agreement, consisting of fourteen (14) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**Broken Arrow Public Schools  
601 S Main St  
Broken Arrow OK 74012**

("Contractor" or "School"), 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 at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

**WHEREAS**, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

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

## **I. Contract Period**

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

## **II. Contract Services**

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

- with documented disabilities (includes IEP, 504 Plan, or other documents), who:
  - have been determined eligible for DRS services; or
  - are on a trial work plan as determined by the DRS counselor;
- with an approved case;
- with an individualized plan for employment (IPE) in place;
- with SWS as a line of service on the IPE;
- who are at least 16 years of age; and
- who are attending high school.

DRS clients preauthorized to participate in Work Study may do so for **no more than 24 cumulative months**, as approved on an individual basis by the DRS counselor. The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the client requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students must be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one person designated to serve as the “teacher/transition coordinator”. Paraprofessionals could serve as Transition Coordinator or could also be assigned to help with the process and documentation. The Contractor agrees to provide designated staff time for performing the needed duties related to transition. 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.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School’s current contract, which expires June 30, is



renewed for the following fiscal year that begins July 1<sup>st</sup>.

The maximum number of hours worked per student that's reimbursable by the DRS cannot exceed 15 cumulative hours per week during the school year. The maximum number of hours worked may exceed 15 cumulative hours per week for summer work only when pre-approved by the DRS counselor. The student can work a maximum of 20 cumulative hours per week during the summer. The DRS will reimburse 100% of the wages paid by the school for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

<https://www.dol.gov/general/topic/youthlabor>

**The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.**

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The Contractor must ensure that students have access to a wide variety of work/job types and must also ensure the Contractor has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following.

- *Custodial/bus barn:* learning simple maintenance of School vehicles, detailing School vehicles.
- *Manager of sports teams:* scheduling, scorekeeping, ordering, inventory maintenance, hauling, moving.
- *Teacher's Aid/Assistant:* reading to groups of or individual children, cleaning, organizing, grading, designing bulletin boards.
  
- *Office Assistant:* Making ID badges, taking photos for badges, using a camera, laminating, answering phones, taking phone messages, greeting visitors and directing to locations, data entry, filing.
- *Information Technology Assistant:* use compressed air to clean computers and keyboards, replace batteries, replace mice, clean monitors, conduct virus scans, clean out old hard drives, organizing, inventory maintenance, stocking, ordering.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

The final 9 months of their Work Study must be outside the school/district and **in the community** (unless approved by the DRS counselor in special circumstances).



Students may not work in their family owned business unless approved by the DRS counselor. This includes farms and other businesses.

Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease work upon their last day of school/graduation. They may not continue to work through School Work Study or Work Site Learning beyond their last day of high school.

### **A. Work Study Program**

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working on campus.

2. Work Site Learning allows students with disabilities to **work in the community**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

### **B. Other Work Opportunities**

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community** with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and the **DRS does not reimburse the employers for the wages/salary(ies)**.

### **C. Contractor's/School's Obligations**

The designated teacher/transition coordinator(s) shall:

1. be knowledgeable about the contents and requirements of the Contract.
2. obtain written preauthorization from the DRS counselor before initiating services for students (i.e., not starting the student to work before DRS has approved in writing).
3. serve as a member of the IEP team and make decisions for job placement as a team.
4. provide information regarding the program to School personnel, students, and parents.
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or 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.
6. assist with job placement and regular follow-up on the students' progress.
  7. work with the DRS counselor to maintain a list of all authorized participating students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.
  8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP.
  9. document such transition services or Pre-Employment transition services provided and completed by participating students.
  10. provide such documentation to the DRS counselor at the end of each semester.
  11. submit by the 15<sup>th</sup> of the following month (or whenever payroll is run by the School for their payment cycle), at the same time, monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid for students participating in School Work Study or Work Site Learning. and
  12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

If claiming mileage reimbursement for teacher/transition coordinator travel to/from job sites of DRS clients, submit monthly itineraries and travel claims, which are each signed and verified by the school district superintendent.

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

The DRS counselor shall:

1. provide teacher/transition coordinators written preauthorization prior to initiation of services for each student approved to work.
2. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals.
3. serve as a member of the IEP team and make decisions for job placement as a team.
4. organize his or her work schedule in order to be available to confer with the School personnel, the students in the program, parents, employers and other partners in the process.
5. arrange and provide services as needed, including vocational evaluations, and counseling and guidance.
6. provide teacher/transition coordinators updated information (as available) as requested.
7. assist with job placement and regular follow-up on the students' progress.
8. work with the School staff/teachers to maintain a list of all authorized participating



- students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.
9. regularly monitor students at job sites.
  10. ensure the school/district is submitting monthly time sheets, progress reports, proof of payment to students, and documentation of transition services or Pre-Employment Transition Services (as completed).
  11. provide reimbursement for the wages of students participating in School Work Study and Work Site Learning. and
  12. provide mileage reimbursement at the state rate for teacher coordinator travel to/from job sites of DRS clients participating in School Work Study and Work Site Learning.

### **E. Student Wage**

1. The DRS and the Contractor agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The Contractor agrees to deduct state and federal income tax from wages paid to the student.** The Contractor is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the Contractor further agree that **IRS regulations provide that services performed by a student, who is employed by the School in which the student is enrolled, are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax) payroll deductions.** 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(b). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. Section 31.3121(b)(10)-2(c). **The DRS and the Contractor agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA.** The employee/student must be enrolled and regularly attending classes at the School at which the employee is employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than the School, as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the OESC. 40 O.S. §1-210 (15)(I). **At the end of the calendar year, students are to be provided with a W-2, Wage and Tax Statement, and not a 1099-Misc Form for Independent Contractors.**

3. For the School to be reimbursed for the student's wage, the student must have a trial work plan and/or an Individualized Plan of Employment (IPE) with the Oklahoma Department of Rehabilitation Services, and be participating in School Work Study or Work Site Learning.



**Additionally, the School must have received in writing preauthorization for students to begin working before payments will be issued.**

### **III. Compensation**

#### **A. Contract Amount**

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student’s check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

Payment shall be made upon receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims 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.

The DRS will cancel the Contract if procedures are not followed (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the contract). If a settlement/ratification agreement must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, “Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma.”

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CAN NOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142 school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the school district up to \$45.00 per DRS client who:

- \* is going to participate in School Work Study or Work Site Learning.
- \* is at least 18 years of age. and
- \* has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check (\$58.00) from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the \$45.00.

## **B. Payment**

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for work study hours that are not preapproved in writing by the DRS counselor.**

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.

All students who are placed in the Transition Work Study program must be active Vocational Rehabilitation (VR) or Services for the Blind and Visually Impaired (SBVI) clients and have a trial work plan and/or an IPE in place in order for the school/district to be reimbursed for wages paid through School Work Study or Work Site Learning, or for the student to participate in Employer Work Study.

## **C. Lapse Of Invoices/Claims**

Properly completed and approved invoices/pay stubs, timesheets and progress reports 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. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.



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

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

#### **E. Modification**

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

#### **F. Cancellation**

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

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

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

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

#### **H. Subcontracting**

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

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

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

## **J. Travel**

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

## **K. Client Confidentiality**

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

## **L. Unallowable Costs**

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

## **M. Audit**

### **1. Federal Funds**

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

### **2. State Funds**

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



shall include a supplementary schedule of awards listing all state and federal funds by funding source.

**3. Auditor Approval and Audit Distribution**

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

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 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/State Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract.

#### **S. Legal Employment Status Verification System**

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





**Signature:**

**Email:** contracts@okdrs.gov

STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
**WORK PLAN**

Broken Arrow Public Schools  
VENDOR

\_\_\_\_\_  
Contract Number

Esther Watkins has been appointed contract monitor for the above stated contract and assumes responsibility for the monitoring of all programmatic aspects of the contract, including the periodic and ongoing review of reports or other valid indications of performance. The contract monitor also assumes oversight responsibility for fiscal monitoring of said contract.

The contract monitor has been assigned the following duties:

1. monitoring services provided through the contract;
2. periodically reviewing interim reports or other indications of past contract performance;
3. monitoring contractor compliance to the requirements and specifications of the contract;
4. monitoring pre-authorization of contract services in AWARE;
5. monitoring the Oklahoma Department of Rehabilitation Services (DRS) authorizing authority's approvals for services provided through the contract;
6. monitoring the DRS authorizing authority's receiving, reviewing, approving, and submitting of invoices/claims for payment to DRS Finance – Accounts Payables (State Office);
7. If the contract number begins with 805, the contract monitor shall submit requests for additional funding to the DRS Contracts Section prior to the expenditure of funds.

All information pertinent to this contract (i.e., original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews and staff comments regarding service provision) shall be maintained in the central repository located in the DRS Contracts Section. Documentation shall be made available for review upon request by the Office of Management and Enterprise Services (OMES). Copies of invoices/claims shall be maintained in the DRS Finance Unit. Confidential DRS client information shall be maintained in the DRS client's case service file.

The services to be performed through the contract are necessary for DRS to carry out its policies, rules, and regulations regarding the provision of indicated and appropriate rehabilitation services in a timely manner leading to employment of eligible disabled individuals, per the Code of Federal Regulations (CFR), Section 261.42(a)(4).