

Dear Contractor,

In the past, we have delivered paper contracts and support documents to be physically signed. This year we are converting to an “eSign” system for this purpose. As a result, you are receiving this email with a new contract or contract renewal and support documents attached. **You’ll need to complete all the required fields and “eSign” where designated on the support documents and the contract or contract renewal. Once you’ve completed the required steps, all of the documents will automatically be electronically returned to us for our signatures.** All documents will be tracked electronically from that point.

If no changes to the contract or contract renewal are necessary, please proceed as follows:

- complete all support documents and eSign;
- review the entire contract or contract renewal and find the indicated signature block for your eSignature;
- 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.

If changes to the contract or contract renewal are necessary, please proceed as follows:

- download and print copies of the contract or contract renewal and supporting documents;
- mark through the language to be changed (Do not use whiteout or erase in any manner.)
- each change must be initialed by the same individual that signs the contract or contract renewal;
- email the signed and dated contract or contract renewal w/initialed changes and the completed and signed supporting documents to blewis@okdrs.gov.

We must receive all the required completed and signed documents before we can complete processing of your contract. Please complete and submit them as soon as possible.

If you have any questions, please contact Nichole Lewis at the Oklahoma Department of Rehabilitation Services (email: blewis@okdrs.gov; phone: 405-401-8726).

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
VOCATIONAL/TECHNICAL EDUCATIONAL SERVICES**

This agreement, consisting of nine (9) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

**MID-AMERICA TECHNOLOGY CENTER
PO BOX H
WAYNE, OK 73095-0201**

(“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 employment training for its clients; and

WHEREAS, the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Office of Management and Enterprise Services pursuant to 74 O.S. § 85.7(A)(6)(f); and

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2022, whichever is the latter, through June 30, 2023. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

A. Contractor’s Obligations

1. The Contractor agrees to provide pre-vocational training and classroom training in vocational-technical courses as pre-authorized by DRS counselors for eligible/qualified DRS clients. The primary objective of such training is to provide a

comprehensive course of instruction which would lead (upon successful completion) to employment in a related occupation.

2. Any tools, books, supplies, training kits, uniforms/smocks, etc. provided by the Contractor shall be the same quality, quantity, and be priced no greater than those issued to non-DRS students. Issuance of these items will be documented by the submission of a completed report form at the next billing cycle.
3. Upon receipt of any required release of information form from the DRS client, the Contractor shall cooperate to the fullest extent possible in seeing that a copy or notice of the DRS client's receipt of any similar benefits is provided to DRS for case documentation of Federal compliance and appropriate utilization of all Federal funds available.
4. Upon receipt of any required release of information form from the DRS client, the Contractor shall disclose to the DRS if the DRS client is in default on student loans. DRS clients who have defaulted on a student loan will not be assisted with post-secondary training until the DRS client has cleared the default or has made arrangement with the lender on the terms of payment.
5. The Contractor agrees that the DRS client may be billed for any remaining balance not covered by the DRS only if the Contractor and the DRS client have previously agreed to such payment in writing, setting forth the terms and conditions between the Contractor and the DRS client.

B. DRS's Obligations

1. The DRS counselor(s) will pre-authorize determined amounts, per DRS client and time period, to the Contractor prior to the initiation of training. However, receipt of any similar benefits, as set forth above, may alter/determine the final amount paid by the DRS during each twelve (12) month period. The Contract excludes the DRS client from any fiscal responsibility for late payment interest penalties related to that portion of the DRS client's tuition authorized by the DRS counselor.
2. Where the DRS authorizes prior to the determination of grants/similar benefits through the Contractor's financial aids office, the DRS's original participation in the DRS client's training costs may encompass two authorizations: (1) the DRS's authorization to the Contractor, which may specify tuition, fees, books, supplies, tools, etc., as appropriate per contractor and DRS client, and (2) the DRS's authorization to the DRS client for transportation or maintenance, reader services, medical supplies, etc.

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the tuition rates to be paid by the DRS for DRS clients shall be no greater than the published rates for non-DRS students for the period covered by the Contract. The Contractor agrees that rates charged DRS clients will not exceed those charged non-DRS students, as appropriate to age and residence.

The DRS shall pay only the remaining unpaid portion, if any, of the DRS-approved tuition costs and additional DRS-approved training costs (fees, tools, books, supplies, training kits, uniforms/smocks, etc.) per DRS client, after application of all funds received through similar benefits (Pell grant, JTPA, etc.) for each DRS client's training costs.

Payment shall be made upon receipt of the following for each DRS client:

1. a properly completed and approved attendance report documenting the amount of coursework completed and/or practical and technical instruction received for the billing period;
2. a proper invoice documenting the amount of coursework completed and/or practical and technical instruction received for the billing period, and/or a proper claim for reimbursement of travel expenses for the billing period pursuant to the contract for services;
3. each billing period shall be for no less than one (1) month, and no more than three (3) months

By law, the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS counselor who authorized services for each DRS client. The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse Of Invoices/Claims

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

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. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act

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

O. Employment Relationship

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

P. Insurance

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

Q. Punitive Actions

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

R. Prior DRS/State Employment

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

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the

