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**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Anton Associates, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1 and 3 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 9/27/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/23/13

Anton Associates, by:

Original on File

Neva Anton-Wilkinson, President

Date: 9/9/2013

KB

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and APS Inc. hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 5 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will adhere to all applicable national and state performance and ethical standards of the Commission for Accreditation of Rehabilitation Facilities (CARF). DVR agrees that vendor shall not be required to obtain certification from CARF as a condition of this agreement.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.
- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and

those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.

- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the

additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/24/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

APS Inc., by:

Original on File

Brandi Emory, Vice President

Date: 09/25/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and The ARC of Delaware, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
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REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

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STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
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TERMINATION

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The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/23/13
10/10/13

The ARC of Delaware by:

Original on File

Susannah Eaton Ryan,
Director of Employment and Outreach

Date: 10/11/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter “DVR” and Autism Delaware, hereinafter referred to as “Vendor”.

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

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PERFORMANCE STANDARDS

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- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor’s facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

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RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

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STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
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Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

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TERMINATION

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The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/4/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Antism Delaware POWR Program by:

Original on File

Teresa Avery, Executive Director

Date: 9/30/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and ASEP, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

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SPECIFIC SERVICE AND COMPENSATION

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PERFORMANCE STANDARDS

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- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- ~~C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.~~

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ATTRIBUTION

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RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 9/29/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

ASEP by:

Original on File

R. R. Limmina, Executive Director

Date: 9/18/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Brain Injury Association of Delaware hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1 and 7 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

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Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

Date: 8/26/13

~~John J. Mahon, Jr.~~, Secretary of Labor

Original on File ion, by:

Date: 9/25/13

~~Andrea Guest, Director~~

Brain Injury Association of Delaware, by:

Original on File

Date: 9/23/13

~~Esther Curtis, Director~~

Elisabeth Forber, *BIAD*
Board
President

K13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Center for Disabilities Studies, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, 7, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days' notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

~~John J. McMahon, Jr.~~, Secretary of Labor

Date: 10/18/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/11/13

University of Delaware, by:

Original on File

Timothy Miller, Business Officer

Date: 10/9/13

Center for Disabilities Studies by:

Original on File

Beth Mineo, Director

Date: 10.9.13

40

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and the **Center for Relational Living**, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 1, of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- E. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

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TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 8/25/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/23/13

Center for Relational Living, by:

Original on File

Paula Maiorano, Executive Director

Date: 9/20/2013

VB

DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Choices for Community Living, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 4, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

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- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

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DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
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TERMINATION

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IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Choices for Community Living by:

Original on File

Steven Knight, Director

Date: 10/4/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Community Integrated Services, Inc., hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during the term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/4/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/13/13

Community Integrated Services, Inc. by:

Original on File

Sandi Hanley, DE Director

Date: 9/25/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and **Connections**, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 4, and 7 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 9/24/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

Connections, by:

Original on File

Catherine Devaney McKay
President and Chief Executive Officer

Date: 9/12/13

KB

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Delaware Elwyn, Inc., hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 4, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/4/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Delaware Elwyn, Inc. by:

Original on File

Dan Reardon, SVP/COO

Date: 09.27.13

V13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Day Spring Consulting, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 3, and 4 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
 - B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
 - C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.
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- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Day Spring Consulting, by:

Original on File

Felicia Collins-Dorman

Date: 9/27/2013

K13
51-0339759
27235

DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Delaware Mentor, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 9 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

~~John J. McMahon, Jr.~~, Secretary of ~~Labor~~

Date: 8/26/13

The Division of Vocational Rehabilitation, by:

Original on File

~~_____~~
Andrea Guest, Director

Date: 9/25/13

Delaware Mentor, by:

Original on File

Nancy Beil, Regional Operations Director

Date: 9/19/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter “DVR” and Easter Seals, hereinafter referred to as “Vendor”.

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 9 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor’s facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

~~John J. McMahon, Jr., Secretary of Labor~~

Date: 8/26/13

The Division of Vocational Rehabilitation by:

Original on File

~~Andrea Guest, Director~~

Date: 9/25/13

Easter Seals, by:

Original on File

~~John Miller, Interim President/CEO~~

Date: 9/19/13

K13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Educational Data Systems, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, and 4 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.**
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.**
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.**

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.**
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.**
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.**

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.**
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.**

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed**

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/4/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Educational Data Systems, Inc. by:

Original on File

Kevin Schmieders, CEO

Date: 10.9.13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and J. R. Fletcher Consulting, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 1 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 8/24/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

J. R. Fletcher Consulting, by:

Original on File

Jon Fletcher, Owner

Date: 9/20/13

K13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Kaleidoscope Family Solutions, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 1, 2, 4, and 9 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification. *waived Per DVR [Signature]*
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Kaleidoscope Family Solutions, by:

Original on File

Tara Colleen Macatee, Executive Director

Date: 9/25/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and KD Associates, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 3, and 4 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 9/24/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

KD Associates, by:

Original on File

Kevin Durnan, Owner

Date: 9/19/13

K13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Kent-Sussex Industries, Inc., hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 9 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 8/26/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

Kent-Sussex Industries, Inc., by:

Original on File

B. Craig Crouch, Chief Executive Officer

Date: _____

KB

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Ken's Krew, Inc., hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, and 4 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

~~John J. McMahon, Jr., Secretary of Labor~~

Date: 8/26/13

The Division of Vocational Rehabilitation, by:

Original on File

~~Andrea Guest, Director~~

Date: 9/25/13

Ken's Krew, Inc., by:

Original on File

~~Judith Goldberger, Financial Officer~~

SUZANNE GOLDBERGER CFO

Date: 9/11/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Positive Direction Employment Services, Inc., hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 1 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/13/12

Positive Direction Employment Services Inc., by:

Original on File

Domingo Reyes, President

Date: 10/1/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Schanzenbach Consulting & Associates, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 8 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

~~John J. McMahon, Jr., Secretary of Labor~~

Date: 8/26/13

The Division of Vocational Rehabilitation, by:

Original on File

~~Andrea Guest, Director~~

Date: 9/26/13

Schanzenbach Consulting & Associates, by:

Original on File

~~Debra Schanzenbach
Assistive Technology Consultant~~

Date: 9/25/13

K/B

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Service Source, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, 5, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.**
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.**
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.**

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.**
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.**
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.**

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.**
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.**

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed**

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Service Source, by:

Original on File

Dennis Dapolito, Chief Operating Officer

Date: 9/27/13

413

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and The Sierra Group, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 8 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: *9/24/13*

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: *9/25/13*

The Sierra Group by:

Original on File

Janet Fiore, CEO

Date: *Sept 16, 2013*

KB

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Specialisterne, USA hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 4, and 5 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it adhere to all applicable national and state performance and ethical standards including the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.
- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism;

that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.

- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be

interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall participate in sponsored in service training as requested by DVR. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during the term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 11/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 11/13/13

Specialisterne USA, by:

Original on File

Stephanie Diaconis, Administrator
For Thorkil Sonne, President

Date: 11/11/13

DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Thrive-Real Life Independence, LLC hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Values into Action, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, and 9 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- E. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 9/24/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

Values into Action, by:

Original on File

Rachel Knight, Managing Director

Date: 9/11/13

KB

DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Training for Results, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, and 4 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

~~John J. McMahon, Jr., Secretary of Labor~~

Date: 9/24/13

~~The Division of Vocational Rehabilitation, by:~~

Original on File

~~Andrea Guest, Director~~

Date: 9/25/13

Training for Results, by:

Original on File

~~Rachel Knight, Managing Director~~

Lind Welde, owner

Date: 9/15/13

KB

DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and VLS IT, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 5 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during client the term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 9/20/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/23/13

VLS IT, by:

Original on File

Vilbert Sahadatalli, President

Date: 9/20/2013

K13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Willa Road Enablement Services, LLC hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 4 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.
- C. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.

- D. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- E. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 8/26/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

Willa Road Enablement Services, I.I.C., by:

Original on File

Nicholas Fina, Ed.D, President

Date: 9-24-2013

Correspondence with Ed Tos with respect to certain provisions of this contract is attached in order to document two waivers of contract requirements.

XB

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and EmpowerAbility, LLC, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 8 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 8/26/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

EmpowerAbility, LLC, by:

Original on File

Deborah Young, Owner
Debra

—, M.Ed., OPR/L, SDEM, ATP, UAPS Date: 09-13-2013

KB

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and First State Employment Services, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 1 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

~~John J. McMahon, Jr.~~, Secretary of Labor

Date: 9/24/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

First State Employment Services, by:

Original on File

Clifton Gangloff, Owner

Date: 9-20-13

8/3

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Fischer Transition, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 5 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- E. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/24/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/18/13

Fischer Transition, by:

Original on File

Bruce Fisher, Executive Director

Date: 9/20/13

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**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Goodwill Industries, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, and 5 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

✓ John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Goodwill Industries, by:

Original on File

Colleen Marrone, President

Date: 9/30/13

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**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Food Bank of Delaware, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 4, and 5 of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 9/25/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/23/13

Food Bank of Delaware, by:

Original on File

Patricia Beebe, Executive Director

Date: _____

PB

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Hospitality School, hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachment 5 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed

upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.
- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

Step 1: The formal review procedure should begin with the referring DVR counselor on the case.

Step 2: If no satisfactory resolution is obtained in Step 1, the vendor shall seek resolution of the issue by contacting the District Administrator of the office, serving the client.

Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 8/26/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 9/25/13

Hospitality School, by:

Original on File

Richard C. Carter Jr., President and CEO

Date: 9/14/13

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT**

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Humanim, Inc., hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015. The cost of services may be revised on October 1, 2014 by agreement of the parties.

SPECIFIC SERVICE AND COMPENSATION

Vendor shall administer the Start on Success Program in Delaware, the specific performance standards, and rate of payment for such services are more particularly described in Attachment 9 of this agreement, which is hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
- C. Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability. Vendor's facility and program shall meet program accessibility

requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

- D. Vendor agrees that it will provide services identified in this agreement in a professional manner in accordance with the appropriate methods and standards in the community and those specifically set forth on the attachments to this agreement; that it will provide adequate training and development of staff in order to maintain the highest degree of professionalism; that it will develop and/or maintain an effective quality control policy that includes performance feedback in the nature of internal performance evaluations, external reviews, and client satisfaction surveys.
- E. Vendor agrees to use qualified personnel to provide vocational rehabilitation services under the terms of this agreement. If applicable, such personnel shall be licensed and certified by all applicable state and federal licensing and certification bodies.
- F. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by vendor shall be in accordance with the terms of the regulation. Vendor ensures that confidential information may not be disclosed directly or indirectly, other than in the administration of the vocational rehabilitation program, unless informed consent of the consumer has been received in writing. Vendor assessments or progress reports on client performance, medical or psychological condition or behavior is protected confidential information and may not be released to any third party without written consent by DVR.

ATTRIBUTION

Vendor agrees to acknowledge the sponsorship of DVR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DVR. Vendor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through vendor, when such individual is a DVR client.

RECORDS AND REPORTS

- A. DVR shall conduct an annual quality assurance review of program and services during the term of this agreement. Vendor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Vendor agrees to conduct client satisfaction surveys on services provided and report results annually to the DVR Vendor Specialist upon request.
- B. Vendor shall provide written progress reports according to DVR documentation standards on a monthly basis during the period of service. Final reports are required to complete the service and required prior to payments for services rendered. DVR reserves the right to withhold or decrease the amount paid to Vendor if reports are received as incomplete and/or not in a timely manner.

REFERRALS

- A. Every authorized client referral for services shall be made by written authorization (DVR-7) accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor may submit additional documentation in accordance with Performance Standard F of this agreement as deemed necessary that the additional information will allow the Vendor to make timely and appropriate decisions in serving DVR clients. Additional documentation submitted to the Vendor may only be interpreted and utilized by staff with the qualifications to do so. No payment shall be made for services under this purchase of service agreement in the absence of a written authorization (DVR-7).

- B. If the Vendor cannot provide services to a DVR client in a timely manner, the vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within 10 days of receipt of referral.

STAFF PROFESSIONAL DEVELOPMENT

Vendor agrees that it shall maintain a program of professional development within its organization, specifically focused on those employees who provide services under the terms of this purchase of service agreement. Vendor shall provide services using qualified staff, who shall receive at least 18 hours of in service training annually. Vendor staff shall attend and participate in DVR sponsored training programs as requested, during clientthe term of this contract.

DISPUTE RESOLUTION

- A. Vendor shall have the right to a review of a DVR challenge to pay for a service(s), or a DVR challenge to performance standards related to the provision of vocational rehabilitation services. A request for a review shall be based upon, and reference, the relevant facts, i.e. the standards, schedules and terms in question as set forth in this agreement.

- B. Vendor shall make informal attempts to resolve disputes between parties. If such efforts are unsuccessful, the formal dispute resolution procedure should be implemented. All requests for formal review, including an appropriate and timely response, shall be in writing. DVR reserves the option to schedule a meeting to discuss challenges to service related payments and standards.

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Step 3: If no satisfactory resolution of the issue is obtained at Step 2, the vendor shall contact the DVR Vendor Specialist, who will facilitate a response from the DVR Deputy Director.

Step 4: If no satisfactory resolution of the issue is obtained at Step 3, vendor shall contact the DVR Director. The DVR Director's decision about this matter will be final and binding.

TERMINATION

Either party may terminate this agreement for any reason at any time during the term of this agreement upon giving thirty (30) days notice of the intent to terminate in writing. Upon termination of this agreement after giving 30 days written notice of termination, all rights and duties under this agreement shall cease.

IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

John J. McMahon, Jr., Secretary of Labor

Date: 10/14/13

The Division of Vocational Rehabilitation, by:

Original on File

Andrea Guest, Director

Date: 10/10/13

Humanim, Inc., by:

Original on File

Henry Posko, President

Date: 10/8/13

KB

DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT

This agreement is made, effective the 1st day of October, 2013, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter "DVR" and Jill Jicha Communicaton Services., hereinafter referred to as "Vendor".

PURPOSE

The purpose of this agreement is for DVR to purchase and for Vendor to provide vocational rehabilitation services leading to employment for qualified individuals with disabilities referred to vendor by DVR.

TERM

The term of this agreement shall be from October 1, 2013 until September 30, 2015.

SPECIFIC SERVICE AND COMPENSATION

The specific vocational rehabilitation services, the performance standards, and rate of payment for such services are more particularly described in Attachments 1, 2, 3, 4, and 4B of this agreement, which are hereby incorporated into and made a part of this agreement.

PERFORMANCE STANDARDS

- A. Vendor shall at all times during the term of this agreement, be in compliance with all applicable federal laws, rules and regulations and licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.
- B. Vendor represents that it will obtain accreditation or certification from the Commission for Accreditation of Rehabilitation Facilities (CARF), and will adhere to all applicable national and state performance and ethical standards, and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement. Notwithstanding any waiver of certification requirements, vendor shall adhere to the performance standards applicable to CARF certification.
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TERMINATION

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IN WITNESS WHEREOF, of the intent of the parties to carry out the terms and conditions of this agreement, the parties have executed this agreement on the date below written.

The Department of Labor, by:

Original on File

 John J. McMahon, Jr., Secretary of Labor

Date: 8/24/13

The Division of Vocational Rehabilitation, by:

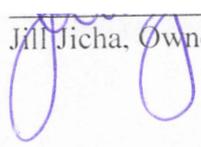
Original on File


Andrea Guest, Director

Date: 9/25/13

Jill Jicha Communication Services, by:

Original on File


Jill Jicha, Owner

Date: 9/15/13