

**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 Salvation Army, 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: 12/6/13

The Division of _____, by:
Original on File

Andrea Guest, Director

Date: 12/3/13

The Salvation Army, by:

Original on File

Authorized Representative
Name and Title: Thomas A. Schenk, Secretary

Date: 10/08/2013