

AGREEMENT FOR SERVICES 2016-2017

1. Modifications, Amendments, and Assignments

Modification: This Agreement shall be modified only by the written agreement of the parties with the approval of the Authorized Representative of the Division of Vocational Rehabilitation. No alteration or variation of the terms and conditions of the Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Provider shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Agreement without the prior written approval from DVR. A new DVR Service Agreement must be completed by the new service provider, including completion of all attachments, and DVR review for approval.

This Agreement may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Provider without the prior written approval from DVR.

2. Assurances/Non-Assurance

The Provider certifies that by signing this Agreement, assigned staff is qualified to provide the services as required in the technical specifications.

The DVR must be assured that entities completing Agreements with DVR meet performance outcomes and provide equitable and quality services to all DVR consumers. This assurance also applies to any entity the Provider subcontracts with. DVR will review performance outcomes and require appropriate action as needed.

The Provider will submit an annual performance outcome report to the DVR WDA director by April 30, 2017.

These elements could include but are not limited to: Consumer information, relevant dates of service, provider wait list expected duration, employer contacts, wages, benefits and hours, staff assigned, information on reasons for unsuccessful job search. Provider must provide all components of the service program(s) under this Agreement as required in the technical specifications.

Provider must list all Personnel with its agency in the online service agreement. Provider must make updates to personnel and subcontractors in the service provider system at the time changes occur throughout the year and immediately notify the contract specialist of any staff who leave the agency and are listed in the agreement.

The Provider will schedule a face to face interview with the DVR Workforce Development Director, Supervisor or Designee in the area of the State where Provider is located and/or where Provider will be providing services. This interview will include questions in regard to the Provider having a business agreement and relationship that can sustain measurable outcomes of high quality. This face-to-face interview shall be completed before this Agreement is reviewed and approved. Renewing service providers may be exempt from this requirement at the discretion of DVR management.

The Provider and Provider staff and subcontractors involved in providing consumer services and billing must also provide verification of review of the online technical specifications, undergo an annual criminal background check and complete the required trainings posted on the DVR website. This verification must include the names of staff, date of review and of criminal background check before being accepted as an authorized Provider or accepted as an authorized Provider staff for the DVR specified services under this Agreement.

3. Exclusions

A. Conflict of Interest-DVR will not approve or enter into a statewide service agreement with parties where a conflict of interest exists.

A conflict of interest arises when a situation has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest, professional interest, and/or public interest. Even the appearance of a conflict is not acceptable as it affects the integrity of the service being provided. Examples include, but are not limited to, a service provider helping a consumer obtain employment in a business owned

by a close family member of the provider; providing loans to the consumer; sharing funds/commingling funds with a consumer, an outcome that benefits the service provider, etc.

Organizations where a conflict of interest is known to exist include state agencies or organizations that may provide co-mingled funds and service obligations to the same consumer for the same or similar services during the same time. All state and federal laws apply. Those agencies or organizations cannot provide direct services with the use of DVR funds to a DVR consumer. This includes school district personnel and any agency or that receives state funds for long term support of an individual in employment.

Service provider personnel who are also school district employees are prohibited from providing DVR services to consumers who attend the individual school(s) where the service provider personnel is employed.

The Provider, staff or subcontractor entity cannot directly solicit DVR consumers for services. This is an unethical business practice and is subject to termination or suspension of the agreement for cause. A service provider should never take a position adverse to the consumer's rights or exercise of informed choice.

The Provider, staff, and others who work with administration of the DVR agreement, DVR consumers, reporting or billing must complete ethics training as outlined on the DVR website before being accepted as an authorized service provider for the DVR specified services under this Agreement. This training must be updated every five years. The required criteria for the ethics training can be found at:

http://dwd.wisconsin.gov/dvr/service_providers/required_trg.htm

Any new Provider staff hired or new subcontractors brought on during the contract year must also complete ethics training that meets the required criteria, prior to working with DVR consumers.

B. Substantially Related Criminal Conviction-Individual with a criminal conviction from the list of convictions listed in the Criminal Background Check Policy (http://dwd.wisconsin.gov/dvr/service_providers/criminal_background_policy.pdf) will not be allowed to become a DVR Service Provider. See # 4 below: Criminal Background Checks.

C. DVR Consumers-A current DVR consumer may not become a DVR service provider for the purposes of self-employment. They may be hired to work for an existing provider but full disclosure and consultation must be made to DVR by the provider and prior to the offer of employment. There should be discussion about how the issue of a current consumer performing work for a DVR service provider will be handled due to possible ethical boundary and role issues that may be at play.

4. Criminal Background Checks

A criminal background check shall be completed for the Provider, the Provider staff and subcontractors involved in providing consumer services and billing on an annual basis and prior to working with DVR consumers. The Provider is required to submit the findings to DVR when new personnel and/or subcontractors are added to service agreement and if a criminal conviction has occurred since last criminal background check for any personnel and/or subcontractors listed on the service agreement. The Provider will be responsible for completion and payment of this background check.

The resources to complete this background check are located at:

<http://www.doj.state.wi.us/dles/cib/crimback.asp>.

The Provider is to complete and sign the Certification of Criminal Background Check Form electronically. DVR may not allow individuals with substantially related convictions to work with DVR consumers. As described in the Criminal Background Check Policy, there is a possibility that a mitigation plan can be developed to allow interaction with DVR consumers:

http://dwd.wisconsin.gov/dvr/service_providers/criminal_background_policy.pdf

The Provider shall review the Wisconsin Sexual Offender List and certify on the Certification of Criminal Background Check Form that its employees and agents are not on the following list:

<http://offender.doc.state.wi.us/public/home/jsp>.

DVR reserves the right to request copies of criminal background checks for all personnel listed on service agreement for audit purposes.

5. Electronic Reports and Data Security

The Provider **shall** store any consumer information using the safeguards and standards described below. The Provider is responsible for ensuring that safeguards are in place in regard to any consumer information on Provider electronic equipment and in any hard copy files.

This includes the Provider insuring the use of full disk encryption protection with a strong password that is at least eight characters long, contains a combination of letters, numbers and symbols, and is changed every 60 days. All computers that contain any consumer information must use hardware or software firewall protection (Windows Firewall, Norton, McAfee, etc) and up-to-date virus protection systems. All computers must be updated with the latest security patches and fixes from the respective software service providers such as Microsoft. If the information is stored on a server, the server should not be Internet accessible and should be restricted to only those staff needing access to the information.

In the event that consumer data in the custody of the Provider is lost, stolen or otherwise compromised or put at risk of misuse, the Provider shall notify DVR in writing within 24 hours of the incident, including a copy of any law enforcement report. The Provider shall cooperate with DVR by providing notice of the data breach to affected consumers and taking other corrective steps specified by DVR, including but not limited to the purchase of credit risk counseling services for the affected consumers.

Immediately after the end of the retention period of three (3) years required by Paragraph 15, all personal information shall be shredded or otherwise destroyed in a manner which protects the confidentiality of the information.

6. Security Awareness Training Requirement

The Provider, staff, and others who work with administration of the DVR agreement, DVR consumers, reporting or billing must complete the Department of Workforce Development Online Information Technology (IT) Security Awareness Training basic and refresher modules before being accepted as an authorized service provider for the DVR specified services under this Agreement. If a new electronic security module is identified by DWD or DVR, the service provider and service provider staff must complete online courses as directed and in the timeframe as directed. Any new Provider staff hired during the contract year must also complete the basic and refresher modules of the Security Awareness Training prior to working with DVR consumers.

This Online Training can be accessed at: <http://workweb.dwd.state.wi.us/DWDTraining/>

Upon completion of the Training, the Provider shall submit the dates of completion in the provider personnel list for each provider and provider staff who have completed the training via the online service agreement. The training certificates will be retained by the provider for 3 years for audit purposes.

The DVR will notify the Provider when future modules are available and completion requirements.

7. Service Provider Portal Access

The provider is responsible for ensuring that safeguards are in place in regard to any consumer information accessed through the Service Provider Portal. Providers are to ensure the personnel and subcontractors listed on their agreement are kept up to date in the system. Providers must immediately notify the DVR Contract Specialist of any staff who leaves the agency to ensure their access to the system is discontinued.

Each personnel accessing the portal is to have their own login and password. These are not to be shared.

8. Consumer Progress Reports

Service Providers must submit reports to DVR. These reports must be provided via the URL web portal (electronically uploading one document at a time), faxing, or email. The preferred method for submitting statewide service reports to DVR is via the URL web portal. It is also expected that during the 2016-2017 contract period, all service providers will transition to using the required reporting template for all DVR statewide services or submit a reporting template of their own that closely follows DVR's format for review and approval.

DVR requires that all reporting meet the statewide technical specifications. Any deviation from the reporting requirements requires prior approval from the Bureau Director of Management Services.

To use the URL web portal a service provider must identify an individual or individuals who will be granted access to the application. The staff person must obtain an account, the same one that is needed for access to Job Center of Wisconsin, and register it with their personal information on the service provider website.

Faxing-Statewide service reports with the DVR specialized header can be faxed to 608-327-6014. Reports without a header can be faxed toll free to 1-888-693-3479.

Email-Reports can be emailed to DVRSCAN@dwd.wisconsin.gov.

If unable to use the URL web portal, fax, or email, reports can be mailed to: CSS Scanning Unit, PO Box 8927, Madison, WI 53708-8927.

Providers must include the DVR (IRIS) case number on all reports. The IRIS number can be retrieved from the purchase order, case notes or other referral information from DVR. If the IRIS number is not available, include the consumer's full first and last name. When transitioning to the use of the required reporting templates for all DVR statewide services that allow for automated attachment into the DVR case management system (IRIS), providers will be asked to include IRIS case number, consumer first and last name, report type, service provider 10 character abbreviation, month and year of report.

Information regarding options for submission of reports will be provided via training and also be made available on the DVR Service Provider website for those who may need additional information.

9. Payment for Services

The fees charged for the rehabilitation services programs shall be as established in the DVR Statewide Fee Schedule.

The Catalog of Federal Domestic Assistance (CFDA) number for fees under this Agreement is 84.126.

There are no assurances of a certain level of business usage. DVR staff and consumers will select the program and the Provider that best meets the needs of the consumer. Provider must accept all referrals made for all consumers authorized. The authorization/agreement and resulting services can only be severed in consultation and agreement with DVR. Any decision not to accept a referral or sever an agreement based on an authorization of service, requires DVR supervisory level approval.

The Provider, staff or sub-contract entity cannot directly solicit DVR consumers for services. This is an unethical business practice and is subject to termination or suspension of the agreement for cause.

All services in accordance with the technical specifications and the DVR Statewide Service Fee Schedule **require prior written authorization** by the DVR before services can be rendered and payment can be made. No payment for services will be made without an approved purchase order issued prior to the start date of the service.

Invoices should be sent to DVR as soon as the supply/service has been rendered and received including the submittal of reports as outlined in the technical specifications. Invoices should not be submitted prior to

completion of service or submittal of required reports. The preferred method for billing DVR is to send the invoice electronically to: dvrvendorinv@dwd.wisconsin.gov

A second option for submittal is via fax: 608-266-1133

To facilitate processing of the invoice, the provider should identify its business name on the subject line of the email transmission. This will enable more efficient processing for DVR and accuracy in the amount of the payment.

The Provider's invoice will include the following:

- Provider name and address; provider remit to address, if different than above
- Provider contact name with telephone number or email address
- Provider Federal Employee Identification Number
- **STAR Supplier ID number as listed on the PO**
- Name of DVR consumer(s)
- If invoice is for goods or services provided to multiple DVR consumers, please identify all consumers
- Description of services provided
- Dates of the service
- Invoice date
- Invoice number
- DVR purchase order number for each consumer
- Unit cost for each consumer
- Total amount charged per consumer
- Grand total amount of the invoice

If you do not receive payment after 30 days of sending the invoice and you have not received a letter of dispute, please contact the local office which authorized the service.

The DVR reserves the right to withhold payments for services for noncompliance with the terms of the Agreement **after** notifying the Provider in writing or email of its noncompliance. Payments will be released when Provider complies with the requirements of the Agreement. If Provider does not comply with Agreement terms, DVR will terminate the Agreement.

10. Undue Hardship Policy for Small Service Providers

The American with Disabilities Act, ADA provides a measure of protection from undue hardship to employers with 15 total employees or less. The Wisconsin Division of Vocational Rehabilitation (DVR) will apply this same standard to providers of contracted consumer direct services with regard to undue hardship. DVR will pay the costs associated with providing an accommodation for the consumer as part of authorized vocational rehabilitation services consistent with an approved Individualized Plan for Employment, if a contracted service provider has 15 employees or less.

Undue hardship means that an accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the business.

This would include the services of a qualified sign language interpreter during the provision of authorized contracted services. These costs will be paid directly to the provider of the service and will not be paid to the service provider of the contracted service. Any ongoing or hourly costs will be provided as case progress dictates.

11. State and Federal Rules and Regulations

The Provider agrees to meet State and Federal service standards and program policies as expressed by State and Federal law applicable to the services covered by this Agreement, and agrees to meet the requirements of the Rehabilitation Act of 1973 and Amendments and the Americans with Disabilities Act of 1990 and Amendments. The Provider agrees that all services provided under this Agreement meet conditions under

State and Federal civil rights compliance requirements, including the Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Public Accommodations and Amusements Law of 1965, Wisconsin Fair Employment Act, and any related provisions of Wisconsin Statutes and Wisconsin Administrative Code. Further, the Provider agrees to comply with all guidelines issued by the DVR to ensure implementation of these and other related State and Federal requirements.

12. Certifications Requirement

The Provider must review, complete, and sign the following: Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding Lobbying, Certification of Criminal Background Check, and Certification Regarding Drug-Free Workplace Requirements.

13. Assignment of Agreement to Subcontracted Agencies

The Provider retains responsibility for fulfillment of all terms and conditions of the Agreement with any subcontracted agency. **All subcontracted agencies must be identified in the Subcontractor Information section of the online agreement** including the dates of completion for all required trainings and annual criminal background check for each sub-contractor prior to providing services to DVR consumers. The Provider is required to submit the findings to DVR when new subcontractors are added to service agreement and if a criminal conviction occurred since last criminal background check for any subcontractors listed on the service agreement. The Provider will be responsible for completion and payment of this background check.

The following signature forms are also required: Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Certification Regarding Lobbying, and Certification Regarding Drug-Free Workplace Requirements, (Grants), and Certificate Regarding Criminal Background Check. All DVR purchase authorizations will be issued to and payments made to the Provider, not the subcontracted agency.

14. Minority Business Subcontracted Agencies

The State of Wisconsin has a goal of placing five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found at ss. (2), 16.74(4), 16.766 and 560.036(2) Wis.Stats. DVR is committed to the promotion of minority business in the State's purchasing program. If the Provider subcontracts with other entities, it is encouraged to have subcontracts with minority businesses.

15. Confidentiality

The Provider shall not release personal information or records regarding any consumer authorized for services by the DVR without the prior written consent of the consumer. In addition the provider shall safeguard all consumer personal information and records to prevent the inadvertent or unintentional disclosures. The applicable statutory references for confidential information at the time of this Agreement are 34 CFR § 361.38, Wis. Admn. Code § DWD 68.

The Provider acknowledges that in addition to confidential consumer information as described in 34 CFR §361.8 and Wis. Admn. Code § DWD 68, confidential and proprietary information will be exchanged and that disclosure of any such information to any third party other than as necessary to carry out the terms of this contract will cause irreparable harm and damage, and therefore, the provider agrees to keep, protect, and not disclose any confidential or proprietary information to any third party without prior written consent of DWD. Disclosure of confidential and proprietary information will be permitted if ordered by a court of competent jurisdiction.

"Proprietary information" includes the software, systems, procedures, business plans, business strategies, internal organization, designs, flow charts, plans, specifications, manuals, client or customer lists, customer data, cost and price data, marketing information, the terms of this Contract, any financial information and any other information received by either Party which would reasonably be considered as confidential or proprietary business information.

"Confidential information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed by one party to another hereunder in connection with the duties carried out pursuant to the contract, in any form or medium (and without regard to whether the information is owned by a party or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) other information designated in good faith and marked as confidential in writing by a party.

"Personally Identifiable Information" includes an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (1) the individual's Social Security number; (2) the individual's driver's license number or state identification number; (3) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (4) the individual's DNA profile; (5) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other unique physical characteristic protected by applicable state or federal law or (6) the individual's contact information such as phone number, address and/or dollar amount of benefits. Such information shall be limited to the information that DWD provides to Provider or Provider otherwise acquires from or on behalf of DWD for the purpose of Provider's use of such information in the performance of its Services pursuant to the Contract.

The Provider shall protect the confidential or proprietary information to the same extent or by the same means that it would protect its own confidential and proprietary information, and shall notify DWD in writing of any unauthorized disclosures, either intentional or unintentional, to any third parties, and shall do so immediately after discovering or determining such unauthorized disclosures. Similarly, the Provider shall take reasonable precautions and efforts to ensure that no such protected information is disseminated by it or its employees and subcontractors. . The obligations to protect confidential and proprietary information shall survive termination of the Contract.

Provider shall advise all Providers' agents, employees, successors, assigns, and subcontracted entities of the restrictions. The Provider shall defend and incur all costs, if any, for actions, which arise as a result of noncompliance by Provider, agents, employees, successors, assigns and sub-contracted entities regarding the restrictions herein.

16. Transporting of DVR Consumers

Transportation is not an included service component to the statewide service agreements. DVR statewide service providers may NOT provide transportation to DVR consumers. Some service providers may be receiving transportation funding from another source; a county, MCO or IRIS for a common consumer. If transportation is being provided by another entity to support transportation for a common consumer, that is acceptable. The transportation is happening as part of another agreement, not as part of the DVR service agreement.

17. Audit Requirements

DVR reserves the right to audit Provider performance. The Provider agrees to cooperate with DVR, and other State, Federal, and or DVR contracted program and fiscal auditors. Questions and comments on the State Single Audit Guidelines should be referred to:

DWD Bureau of Finance
P.O. Box 7946
Madison, WI 53707-7946
Finance@dwd.wisconsin.gov

18. Record Keeping and Record Retention

The DVR shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any Agreement resulting from this award held by the Provider. The Provider will retain all documents applicable to the Agreement for a period of three (3) years after final payment is made.

19. Indemnification

The Provider will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the provider, or of any of its contractors, in prosecuting work under this agreement.

20. Consent to Breach Not Waiver

The waiver by the State of any breach of any provision contained in the Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same of any other provision contained in the Agreement. Likewise, such a waiver shall not establish a course of performance between the parties contradictory to the terms of the Agreement.

21. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

22. Legal Relations

The Provider will at all times comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of the Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of the Agreement or in exercising any power or authority granted to the Provider thereby, there will be no personal liability upon the DVR, it being understood that in such matters the DVR acts as agent and representative of the State.

23. Accounting Requirements

For agreements of twenty-five thousand dollars (\$25,000) or more, the Provider shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with generally accepted accounting principles. Providers should have accounting firms send DVR audit reports via US Postal service or Email (*pdf format*) to the attention of the DVR Contract Specialist.

The Provider shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state, and local ordinances.

24. Reporting

The Provider shall comply with the fiscal and program reporting requirements of the DVR. Any required reports will be forwarded to the DVR. Failure to submit the required reports or requested statistical data by dates specified by the DVR shall result in the DVR withholding payment for services provided in accordance with this Agreement.

25. Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. Performance under the remaining terms of the Agreement shall continue.

26. Site Rules and Regulations

The Provider shall use its best efforts to assure that its employees and agents, while on the State's premises or in the presence of State employees, shall comply with the State's work rules and regulations applicable to the work site.

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises nor do both parties agree that no such releases or waivers shall be pleaded by them in any action or proceeding.

Provider is an independent business responsible for providing its own equipment, telephone, office supplies, etc. to provide services to DVR consumers. The Provider shall provide accessible confidential meeting space to serve DVR consumers and must receive verbal or written consent from the DVR consumer approving the space and location when conducting meetings or other business connected with a service agreement. Accessible space is space meeting ADA requirements. Confidential space is space that allows for conversations to be kept secret and not intended to be known publicly. DVR services must be provided in integrated settings. Work activity must be completed in integrated; community based settings and offers a commensurate wage of not less than minimum wage.

27. Amendment and Non-Compliance

The Agreement may be amended, by the DVR, by giving written notice to the Provider at least thirty (30) days prior to the effective date of such amendment.

The Agreement may be amended, by the provider by giving written notice to DVR at least thirty (30) days prior to the effective date of such amendment. This may include adding or removal of a service to the agreement. Removal of a service which involves an open purchase order requires the service provider to cooperate with the DVR and possibly other service providers to facilitate the transfer of the consumer.

Provider shall give written notice to the DVR of all instances of non-compliance with the terms of this Agreement. Instances of non-compliance shall be corrected promptly and reported timely by the Provider to the DVR. If the DVR becomes aware of non-compliance with this Agreement, either through notice from the Provider or through other means, appropriate procedures shall be instituted to protect the interests of the DVR.

If a service provider amends any language in this Agreement, delays in approvals from DWD/DVR will result in the provider not receiving any referrals until all parties sign the Agreement.

28. Termination of Service Agreements

1. **Without Cause:**
Upon ninety days (90) calendar days of written notice, either Party may terminate the service agreement without cause.

2. **With Cause - Substantial Noncompliance:**

The Division may terminate the service agreement immediately if the Division determines that the provider is in substantial non-compliance with the terms and conditions of the service agreement. This may include a situation which creates an emergency that requires the Division to obtain service from other providers or if a DVR consumer is at risk of harm.

The provider will be given written notice of alleged noncompliance and/or possible service agreement termination. Suspension of referrals may be enforced until an investigation and/or review can be completed by DVR management.

Substantial noncompliance exists for example, when the:

- Provider completes a DVR service without an approved purchase order issued prior to the start date of the service;
- Provider acts in a manner that causes harm to a DVR consumer;
- Any violation of the service agreement, related forms or attachments;
- Requiring additional payment for meeting with DVR consumers or staff in the provision of any statewide service;
- Provider is not able to provide services within required service period of receipt of the purchase order as detailed in the technical specifications;
- Provider cannot provide services in a confidential and accessible place of business;
- Provider's human resource capacity cannot accommodate the DVR referrals creating a waitlist that exceeds 30 days;
- Provider or their staff have solicited referrals directly to DVR consumers;
- Blanket provider marketing materials on vehicles parked at or near where DVR consumers may be visiting DVR offices;
- Provider has more than three incidents of late filing progress reports (as defined in the technical specifications);
- Provider or their staff cancels appointments two or more times with the same consumer;
- Provider availability is inconsistent **and does not meet consumer service needs in connecting to employment;**
- Paying a consumer for work outside of approved DVR services;
- Provider does not accept appropriate referrals

In the event of such termination, the Provider will be compensated for all work performed prior to such termination date and for all reasonable costs and liabilities to which the Provider has, out of necessity, obligated itself as a result of the Agreement, which are applicable to any period after such termination. The Provider shall use its best efforts to minimize the cost to the State.

29. Availability of Funds

It is understood and agreed by the parties hereto that all obligations of DVR, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall DVR be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, DVR shall notify the Provider of such reduction of funds available and DVR shall be entitled to reduce its commitment here under as it deems necessary.