**DEPARTMENT OF LABOR**

**DIVISION OF VOCATIONAL REHABILITATION**

**PURCHASE OF SERVICE AGREEMENT**

**2015 SUMMERT PILOT PROGRAM**

This agreement is made, by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereinafter “DVR” and XYZ Associates hereinafter referred to as “Contractor”.

**I. PURPOSE**

The purpose of this agreement is for DVR to purchase and for Contractor to provide pre-employment transition services specified in this agreement to consumers referred by DVR.

**II. TERM**

The term of this agreement shall be from June 1, 2015 until September 30, 2015 for services identified in Attachment A, B and C. DVR shall have the option of renewal, with the Contractor’s consent, for up to one (1) additional year contingent on funding and satisfactory performance as determined by DVR. This contract may be amended by written agreement duly executed by authorized officials of both PARTIES. No alteration, variation, modification or waiver of the terms and provisions of this contract shall be valid unless made in writing and duly signed by the PARTIES. Every amendment shall specify the date on which its term and provision shall be effective.

**III. SPECIFIC SERVICE AND COMPENSATION**

The specific description of services and performance standards and rate of payment for such services are more particularly described in Attachment A, B and Attachment C of this agreement, which are hereby incorporated into and made a part of this agreement.

**IV. PERFORMANCE STANDARDS**

1. The Contractor represents that it is 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.
2. The Contractor represents that it will obtain certification or adhere to national or state standards (based upon DVR standard criteria), and will make diligent efforts to maintain such certification during the term of this agreement, unless a specific waiver is attached to this agreement.
3. The Contractor 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. The Contractor 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.
4. The Contractor’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.
5. The Contractor 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, including participation in training coordinated by DVR; 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 consumer satisfaction surveys.
6. The Contractor 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.
7. Client information is confidential and protected by Federal Regulation (34 CFR 361.49). Release of such information by Contractor shall be in accordance with the terms of the regulation. Contractor 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. DVR contracted services that generate reports on consumer performance, medical or psychological condition or behavior is considered confidential and written consent by DVR must be given for the release of such information to other agencies.

**V. ATTRIBUTION**

Contractor 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. Contractor further agrees to identify the role of DVR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DVR consumer.

**VI. RECORDS AND REPORTS**

1. DVR shall have the right to conduct an annual quality assurance review of program and services during the term of this agreement with or without giving notice of its intent to make such a review. The Contractor agrees to provide DVR with a copy of its annual report, accreditation evaluation, and financial audit. Contractor agrees to conduct consumer satisfaction surveys on services provided and report results annually to the DVR Contract Administrator at the conclusion of a contract year or period.
2. The Contractor shall provide written progress reports according to DVR documentation standards as prescribed in the Attachments during the contract 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 Contractor if reports are received as incomplete and/or not in a timely manner.
3. The Contractor shall invoice items requested for reimbursement in accordance with Attachment B with required supporting documentation (per Attachment A) to the attention of the DVR Contracts Administrator.

**VII. REFERRALS**

1. Every consumer referral for services shall be a written or email transmission. Where DVR is the referral source; DVR may submit additional documentation in accordance with Performance Standard E, F and G of this agreement as deemed necessary that the additional information will allow the Contractor to make timely and appropriate decisions in serving the consumer(s). Additional documentation submitted to the Contractor 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 referral meeting eligibility criteria as listed in Attachment A and C of this agreement.
2. If the Contractor cannot provide services to a consumer in a timely manner, the Contractor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referral source and DVR Contracts unit within 10 days of receipt of referral.

**VIII. STAFF PROFESSIONAL DEVELOPMENT**

The Contractor 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. The Contractor shall provide services using qualified staff, who shall receive at least 18 hours of in-service training annually. The Contractor shall require staff dedicated to this agreement to attend a minimum of 8 hours of DVR sponsored training programs through the term of this contract or as applicable and directed by DVR.

**IX. DISPUTE RESOLUTION**

1. The Contractor 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.
2. The Contractor 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 VR Counselor on the case.

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

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

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

**X. 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:

 Date:

Secretary of Labor

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

 Date:

Director

**XYZ Associates**, by:

 Date: \_\_\_\_\_\_\_

 President

**ATTACHMENT A**

**PRE- EMPLOYMENT TRANSITION SERVICES**

**SUMMER PILOT PROGRAM**

**I. OVERVIEW**

 **A. DESCRIPTION**

 The State of Delaware Department of Labor, Division of Vocational Rehabilitation (DVR), is seeking innovative short term programs to provide career exploration and personal development opportunities for transition students with disabilities during 2015 summer vacations from school. DVR requires Contractors to provide services focused on students with disabilities, age 14-21 years enrolled in school whether active with DVR or potentially eligible for DVR services.

**B. PURPOSE**

The purpose of the contract is for the Contractor to provide pre-employment transition services to eligible participants/students. Furthermore, the exposure and participation is designed to better equip via training, increase knowledge and more adequately prepare youth for adult living through vocational training and exposure to the world of work.

**C. GOALS AND OBJECTIVES**

The goal of Pilot Program is to develop several innovative programs combining best practices to provide opportunities for career exploration, employment preparation, and work experiences using such techniques as short-term internships, job shadowing, and hands-on learning activities for students with disabilities to increase the likelihood of successfully transitioning to competitive integrated employment. The application of evidence based findings to implement effective strategies to instruct, counsel, train and provide an environment to demonstrate skills are the objectives of the program. Through pre and post-tests participants knowledge and experience is assessed across required program activities to measure service impact and outcomes. Services delivered during the contract period (June 1, 2015 through September 30, 2015) shall capture each participant’s growth and the program outcomes as an aggregate in final Outcomes Measure Report.

**II. REFERRAL AND SERVICE CAPACITY**

The Contractor shall develop and administer the referral documents and forms of their own design. The Contractor shall solicit referrals from appropriate community based referral sources, e.g. schools, DVR, other state agencies serving youth enrolled in school, ages 14-21.

Capacity of youth served is dependent upon the contracted awarded proposal. See Attachment C-Contractor Program Description. DVR deems the cost effectiveness of the program to run at an 80% capacity as a condition of contract term. DVR reserves the right to cancel a contract where proposed capacity and actual participation is not meeting 80% within 72 hours of the start date of the program per Attachment C.

**III. DESCRIPTION OF SERVICES**

**1. Program Description and Service Components**

The Contractor’s program description shall describe in detail, explain and summarize what the program intends to accomplish and how it will be accomplished. Detail the nature of services and what services will be provided including a statement about transportation provided or at participant’s expense. The Contractor shall identify what materials will be provided and/or taught. Detail location where services will be provided, quantity, length and frequency of services delivered. The Contractor shall detail the number of youth to be served during the contract period and identify program capacity. An outline of the curriculum shall be required along with the development of a pre and post-test to measure outcomes, as it relates to the program goals and objectives. See Attachment C- Program Description for service deliverables.

The Contractor is required to provide community-based services the summer of 2015 during school vacation (4-8 weeks in length) for students with disabilities age 14-21 who are enrolled in school who eligible or potentially eligible for DVR services. The Contractor shall provide two or more of the following:

1. Career exploration activities. Examples of activities may include job shadowing; workplace site visits, interest and/or career inventories; exploration of relevant career fields and potential jobs; and learning about Delaware’s economy and career opportunities.

2. Work-based learning experiences. Examples of activities may include work opportunities; paid or unpaid internships; summer employment provided in an integrated environment.

3. Community-based workplace readiness training to develop interpersonal skills, leadership development, and independent living skills. Examples of activities may include ADA: managing disclosure and requesting accommodations; instruction in self-advocacy and transportation training.

4. College preparation and planning services- College readiness training to develop social and independent living skills to facilitate transition of students with disabilities into post- secondary education; resulting in an increased success rate and retention of freshmen students with disabilities ; and the improvement of students’ potential for successful post-secondary experiences.

**2. Structure and Operations**

1. Staffing and Credentials

The Contractor shall identify appropriate staff to execute the responsibilities of this contract. This selection process is the responsibility of the Contractor and should be made on the basis of experiential factors and demonstrated performance within the Contractor’s organization.

b. Linkages with Other Resources

The Contractor is encouraged to develop and identify linkages with other resources, employers, educators, services. The Contractor is free to form and maintain linkages with other public and private agencies engaged in relevant pursuits in an effort to enhance service delivery and supplement available program resources.

c. Client Service Documentation

The Contractor shall maintain written progress logs/notes per student capturing attendance, pre and post-test results, and summary of progress made throughout the program. Progress logs/notes shall have date of entry and signed by the author. Client data shall be the property of the State and available for review by DVR at any time throughout the program. Upon the conclusion of the contract period the aggregate Outcome Performance Report and client files shall be turned over the DVR Contracts Administrator for retention.

**IV. OUTCOME PERFORMANCE MEASURES**

The contract shall include an outcome performance measures report at the conclusion of the contract period. The contract shall include what data to be captured and reported on at the close of the contract period. Data from pre and post-test findings to be included in an outcomes performance measures report. The contract shall include data collection source (surveys, attendance logs, parents and/or community partner interviews). Statistical analysis of data collected to be interpreted and reported as to the impact of services on participants experience, new behavior or change in behavior from new knowledge, attitudes or skills.

*For Example:*

*Data for Outcome Performance Measures will be collected from multiple sources, which may include but is not limited to client and parent interviews and/or surveys.* ***The Year to Date reports the following outcome performance measures:***

1. *The Contractor shall enroll and maintain enrollment of 80% of students during the contract period.*
2. *Increased knowledge and skills demonstrated in pre- & post- test results in 80% of students served.*
3. *Track all youth who participated in experiential activities and report feedback. Analyze and interpret feedback to determine impact of programming on participants’ new behavior or changes in behavior, or attitude, or increased knowledge and/or new or improved skills from the experience.*

**ATTACHMENT B**

**PRE- EMPLOYMENT TRANSITION SERVICES**

**SUMMER PILOT PROGRAM**

 **BUDGET SUMMARY**

**I. CONSIDERATION**

The parties agree that DVR shall compensate the Contractor for the services provided under the terms of this agreement on a monthly basis or upon completion of the initial contract period as described in Attachment C- Contractor Program Description. Attachment A and C services are cost reimbursable services. **The total cost of this agreement shall not exceed the proposed budget amount of $XXX.00 over the contract period (June 1, 2015 to September 30, 2015) as delineated in Attachment B- Budget Form, Budget Narrative and Salary Detail as necessary; and contingent on funding and satisfactory performance.**

1. Expenditures for which reimbursement is sought must be presented by line item for the current month or cumulatively from the start of the Agreement. The Contractor will also submit monthly or cumulative statistical reports per Attachment A- Outcomes Performance Measures to accompany invoices. Monthly or cumulative invoices will not be processed until DVR is in receipt of the appropriate reports.

All invoices shall be submitted as follows:

 State of Delaware – Division of Vocational Rehabilitation

 Attn: Barbara Boese, DVR Contract Administrator

 4425 N. Market St.

 Wilmington, DE 19809

1. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by DVR shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor to the person identified as the recipient; that the claim does not exceed the Contractor’s usual charge for the same or equivalent services or items provided to persons not billed to DVR; that the claim is correctly coded in accordance with billing instructions prescribed by DVR; and that all information submitted in support of the claims is true, accurate, and complete, e.g. receipts for expenditures attached to monthly invoices for reimbursement.
2. The Contractor is obligated not to exceed the line item figures listed in Attachment B- Budget Form for lines 2-6 by more than 10% or $250, whichever is greater. Whenever the Contractor foresees that expenditures for line items 2-6 will be greater than this amount, a request to amend the Agreement must be submitted to and approved by DVR before reimbursement can be made. Reimbursement for costs not covered by the line item figures in Attachment B- Budget Form will not be made. DVR must approve administrative costs.
3. The Contractor shall not exceed the portion of the authorized maximum salary charged to the program for any individual staff identified in Attachment B- Salary Detail without prior authorization from DVR. The Contractor is obligated not to exceed the line item figures listed in Attachment B- Budget Form for lines 1 and 7 by any amount without prior authorization from DVR.
4. The Contractor shall make proper restitution to DVR for any payments received in excess of amounts due to the Contractor under DVR regulations or payment schedules whether such over payment is discovered by the Contractor or by DVR. DVR retains the right to offset reimbursement to be made to the organization subsequent to the identification of an overpayment.

F. Ownership to capital property items purchased with funds from this agreement shall be retained by the State for the exclusive use of the Contractor in accordance with Attachment B (Budget Summary, Section 6. Capital Outlay). These items will include but are not limited to furniture, appli­ances, and vehicles. All items purchased must be in compliance with policies on fire, health, and safety codes. The Contractor will submit an inventory list of all capital items charged to this Contract with the final invoice of the Contract period.

G. This Contract is scheduled to end as indicated on the signature page.  However, if DVR determines it to be in its best interest to release a Request for Contracts (RFP) for one or more of the services covered under this Contract prior to the scheduled end date of this Contract, the entire Contract or portions of the Contract covering the services being bid may be terminated prior to the end date of the Contract depending on the outcome of the bid process.  This Contractor is required to bid on any service covered by this Contract in order to continue contracting with the State of Delaware for said service if an RFP is released for that service.

H. The Contractor agrees if the Contractor voluntarily withdraws from providing any service covered under this Contract for any reason prior to the scheduled end date or if the Contractor anticipates not renewing this Contract the Contractor shall be required to cooperate fully with the DVR in the development and execution of an orderly plan for transitioning to other service providers all clients receiving services from the Contractor.  The Contractor agrees to continue providing services for up to 90 days as part of this transition period to ensure the continuity of appropriate client care during the transition to another service provider.   DVR agrees to continue compensating the Contractor at the established Contract rate during the transition period.

**ATTACHMENT C**

**CONTRACTOR PROGRAM DESCRIPTION**

**CUSTOMER SERVICE, HOSPITALITY AND CAREER ENHANCEMENT TRAINING**

**XYZ ASSOCIATES IN PARTNERSHIP WITH**

**ABC HOTEL & CASINO**

**EXECUTIVE SUMMARY:**

Customer Service and Career Enhancement training course, an interactive teaching that is designed to ensure success. As a student moves forward in life, they will set the stage and have a direct impact on their career, determining whether they want to pursue education or begin working. The proposed four-week training will provide youth with an idea of how the Customer Service/Hospitality industry works and establish if they are interested in this career path. XYZ will partner with ABC Hotel & Casino for the Summer Camp training and Job Shadowing experience. Students will come to ABC Hotel & Casino for their classroom training, as well as their Job Shadowing experiences, as we feel this will create an exciting experience for the youth and perhaps for some, actual employment at the end of the training.

With the leisure and hospitality industry continuing to be a focus for the State of Delaware, in 2010, XYZ developed a unique customized curriculum that goes beyond traditional customer service training. This training was created specifically for the state of Delaware, **under the direction of the Delaware Economic Development Office and a Task Force committee that included; XYZ Associates, ABC Hotel & Casino, Delaware Tourism Office, DNREC-Parks, Kent County Convention & Visitors Bureau, Southern Delaware Tourism, and Greater Wilmington Convention & Visitors Bureau,** the training is a one-of-a-kind in Delaware, fashioned for front-line hospitality/customer service providers.

The most important advantage of the training; there are very few industries where someone without a formal college education is able to have unlimited career advancement like in the hospitality industry. This enables an entry-level worker the opportunity of securing employment with the understanding that if they work hard and do all the right things, they can one day become a manager.

**The Goal for creating the training in Delaware:**  To develop a training program for those wishing to secure employment in the restaurant, hotel, retail, cultural, parks and recreation, casinos, attractions and sporting industries. Build customer service skills that could be used for a lifetime. Because a large portion of jobs in Delaware are service related, there was an enormous population that would benefit from training. I feel for that reason the youth will benefit tremendously from this training. My plan is to fine-tune the training to meet the needs of the youth, while creating a fun and interactive experience. New to the training will be the Job Shadowing experience.

**OVERALL OUTCOME**

Promoting an employment-related, career development experience, that provides the information, advice, and preparation needed to secure and retain a job either during or after he/she graduates from high school. With a competitive job market a young person’s ability to be viable in the workforce industry depends on being prepared and ready to work and this training will provide that experience for them.

**ABOUT THE TRAINING:**

A unique customized training program that goes beyond traditional customer service training; offering a curriculum designed to provide customer service training for potential front-line service providers in the hospitality industry. Participants will learn the importance and value of the customer and how it relates to the success of the business. The customer service portion of the training was developed by XYZ Associates for the hospitality industry and will be tweaked for the younger audience.

Both “soft skills” and job readiness training will be incorporated into this training curriculum to ensure participants will be able to obtain, as well as retain successful employment when ready. Each participant who completes the training will receive recognition in the form of a certificate of completion designating him or her as having successfully completed the training.

**LEARNING OBJECTIVES**

* Communicating effectively: speaking clearly, active listening, attitude, and body language.
* Motivating students to exceed expectations by focusing energy on activities that will produce results on the job, such as “sense of urgency” and learning to negotiate.
* Understanding the work environment and what the employer expects.
* Understanding the customer’s point of view; Establishing Empathy.
* Learning to take ownership of a situation; Accountability.
* Building a career path.
* Completing a job application, creating a resume, preparing for the interview, and landing a job!
* Job Shadowing Experiences.

**Course Content:**

* Pre-test assessment and post-test assessment
* First impressions and their importance.
* Creating memorable customer experiences, going above and beyond expectations.
* Understanding the customer’s point of view; Establishing Empathy.
* Learning to take ownership of a situation; Job Accountability.
* Communicating effectively; speaking clearly, active listening, attitude and body language.
* Guest Speakers from ABC Hotel & Casino Hotel & Casino staff. ( 8 to 10 total)
* Guest Speaker for Delaware Tourism Office.
* Guest Speaker from Workforce Director, Delaware Economic Development Office.
* Guest Speaker APEX Program (to discuss the importance of a clean criminal history).
* Tour of ABC Hotel & Casino Hotel & Casino
* Daily professional interaction with ABC Hotel & Casino employees.
* Job Shadowing experiences in various departments with ABC Hotel & Casino Hotel & Casino, with each youth having an opportunity to Job Shadow in more than one department.
* What if I don’t Get My Ticket to Hollywood…what will I do!
* Career Readiness

**ADDITIONAL COMPONENTS:**

**Recruitment:**

Outreach for targeted population to include, marketing to students in Kent County, Southern New Castle County, and Northern Sussex County. In addition to the schools, XYZ will reach out to the Murphey School, Delaware Youth Opportunity Initiative (a program for the foster-youth in Delaware) as well as other similar organizations.

**Recruitment Strategies:**

* Developing a flyer that can be distributed to the students.
* Meeting with the local high schools.
* Contacting Delaware Youth Opportunity Initiative (foster youth)
* Contacting Murphey School

**Interview /Enrollment:**

Meeting with each interested student and their parent (if requested) to determine interest in the program and enrolling. Students must show a motivation to want to be selected for the training and must have transportation to and from.

**Orientation:**

XYZ will provide an orientation session prior to the start of the training to be held at ABC Hotel & Casino Hotel & Casino, so both the students and their parents know where the children will be attending during the training.

**Basic Assessment:**

A basic assessment at the beginning of the training and again at the end of the training will be provided to measure the success of the training and skills learned.

**Total Students:** 15 Students

**Text/Materials*:*** Student will receive training manual.

**Training Site**: ABC Hotel & Casino Hotel & Casino

**Course Length:** 40 Hours

**Methods of Instruction:**

* Lecture, class discussions and group activities
* Quizzes and activities with feedback and discussion
* Presentations
* Problem-solving, case studies and role play
* Industry guest speakers
* Role Playing

**Integrating Learning and Working:**

* The training teaches by doing, with over 75% of the training being hands-on activities and role-play scenarios taken from real-life experiences in the industry.
* The students learn by doing and the activities are practical, realistic and fun.
* During the training students are visited by guest speakers that include direct-line workers; supervisors; managers and Human Resources professionals at ABC Hotel & Casino Hotel & Casino.
* Many of the guest speakers are former students of XYZ’s hospitality training.

**Training Schedule:**

**10:00 AM to 3:00 PM with lunch served everyday**

Tuesday, July 14, 2015 Thursday, July 16, 2015

 Tuesday, July 21, 2015 Thursday, July 23, 2015

 Tuesday, July 28, 2015 Thursday, July 30, 2015

 Tuesday, August 4, 2015 Thursday, August 6, 2015

**Overall Timeframe:** June 1, 2015 to September 1, 2015

**Staff:** Neva XYZ is the only staff member at XYZ Associates and will be handling the entire program.

**Linkages:**

* ABC Hotel & Casino Hotel & Casino

(XYZ is working directly with ABC Hotel & Casino Vice President of HR, as well as several other community partners.

* Delaware Youth Opportunity Initiative (DYOI) Foster-Youth
* Murphey School
* Delaware Youth & Family Center, Career Development & Education Liaison
* Delaware Economic Development Office
* APEX (expungement & pardon program)