

STATE OF DELAWARE
Division of Vocational Rehabilitation

REQUEST FOR PROPOSALS

**Supported Employment (SE) Services with and without American Sign Language (ASL) Communication;
Supplement to Existing Contract Providers**

ISSUED BY Department of Labor, Division of Vocational Rehabilitation

CONTRACT NUMBER: DOL/DVR-16005

I. Overview

The State of Delaware Department of Labor, Division of Vocational Rehabilitation (**DVR**), **seeks professional services to add /supplement the current existing Contractors under contract.** DVR is requesting proposals for vocational rehabilitation services for individuals with disabilities leading towards employment. There are a limited number of services identified in this RFP. It is our wish to expand service options and facilitate informed choice for eligible individuals in the selection of services and Contractors. It is the goal of this Request for Proposal to identify additional Contractor(s) and execute a contract(s). This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 01/20/16
Non-Mandatory Pre-bid Meeting	Date: 01/28/16 at 10:00 AM
Written Questions Due	Date: 01/31/16
Deadline for Receipt of Proposals	Date: 02/17/16 at 10:00 AM (Local Time)
Public Proposal Opening	Date: 02/17/16 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 02/24/16

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services and briefly describe demonstrated expertise in providing services. Furthermore the transmittal letter must attest to the fact that the offeror is in agreement with all assurances requested and identifies the order of attached required RFP documents via a table of contents.

NON-MANDATORY PREBID MEETING – A non- mandatory pre-bid meeting has been established for this Request for Proposal and shall be held at the DVR office, 4425 N. Market St., Wilmington, 19809 in the DOL 3rd Floor Conference Room (Blue Room).

II. Scope of Work (SOW)

Program Description

The goal of the services is to develop several innovative programs combining best practices to provide opportunities for hearing and/or deaf and hard of hearing individuals with significant disabilities to increase the likelihood of successful integrated employment with supports as needed. The Contractor shall provide supported employment services to individuals with significant disabilities who communicate using American Sign Language (ASL) and/or supported employment services to individuals who do not communicate using ASL. The Contractor shall provide job development; placement and retention services to DVR referred supported employment clients in order to achieve an employment outcome consistent with individualized client employment plan (IPE) and job placement agreement along with identified supports needed to be successful. Supported Employment Services include a community based work assessment services to determine an individual’s interests/career exploration, abilities both soft skills and specific skill sets, and support needs; job development and placement consistent with the IPE goals; and retention services using on-site supports to empower the individual to perform work responsibilities. Successful bidders must be an approved Contractor of the Division of Developmental Disabilities Services (DDDS) or have a pending DDDS application or agree to become a DDDS approved Contractor.

STATE OF DELAWARE
Division of Vocational Rehabilitation

Services delivered during the contract period shall capture each participant's growth and measure service impact; and program outcomes as an aggregate in final Outcomes Measure Report. DVR is seeking Community Accredited Rehabilitation Facilities (CARF) or Contractors with other comparable accreditation or service history of two (2) or more years in employment services, or DVR service providers and/or Division of Developmental Disabilities Services (DDDS) accredited or comparably accredited Contractors to provide required services.

A detailed description(s) of requested services are located in Appendix B of this document; including fee schedules and outcome milestones. Supported employment programing budget is prescribed by DVR and the rates/milestone payments are set as listed in Appendix B and is based upon available funds during the contract period. This document and any subsequent attachments provide necessary information to prepare and submit proposals for consideration. Please read this document carefully and follow the instructions as suggested.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of DVR. Minimum Requirements are as listed below

A. Minimum Requirements

1. Cover letter which briefly summarizes the proposing firm's interest in providing the required professional services and briefly identifies capabilities, expertise, and capacity and performance outcomes. Identifies the order of attached required RFP documents as listed on page 1 of this RFP (Appendix A).
2. Contractor shall provide responses to the Request for Proposal (RFP) scope of work and acceptance of the fee schedule (Appendix B) and clearly identify capabilities, expertise, and capacity along with performance outcomes.
3. Complete all appropriate attachments and forms as identified within the RFP (Appendixes C, D and E).

IV. Professional Services RFP Administrative Information

1. RFP Designated Contact

**Barbara Boese, DVR Contracts Administrator Barbara.Boese@state.de.us
Division of Vocational Rehabilitation
4425 N. Market Street, Wilmington, DE 19809 phone: 302.761.8275**

A. RFP Submissions

1. Proposal and Format

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. DVR reserves the right to reject any non-responsive or non-conforming proposals. Bidders who submit proposals:

- Are encouraged to be brief, clear, complete and realistic in the presentation of ideas.
- Are required to submit 2 typewritten, single-spaced, proposals with numbered pages stapled organized with a cover letter identifying the attached required documents of the RFP; and 1 electronic copy in PDF and Microsoft Word format on a USB memory stick .
- Bidders must meet the criteria set forth in the Request for Proposal. Please do not submit additional brochures, promotional materials or additional information that is not requested within the RFP.
- Shall submit a proposal to DVR signed by the responsible party.
- Shall submit a proposal delivered in a sealed package or envelope.

All properly sealed and marked proposals shall be delivered to the Division of Vocational Rehabilitation and no later than **10:00 AM on 02/17/16**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Barbara Boese, DVR Contracts Administrator
Division of Vocational Rehabilitation
4425 N. Market St.
P.O. Box 9969**

STATE OF DELAWARE
Division of Vocational Rehabilitation

Wilmington, DE 19809-0969

Bidders are directed to clearly print “DVR PROPOSAL ENCLOSED” on the outside of the bid submission package. Proposals must be received at the above address no later than **10:00 AM (Local Time) on 02/17/16**. Any proposal received after this date shall not be considered. The proposing Contractor bears the risk of delays in delivery.

2. Right to Reject Proposals

DVR reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware’s specifications or Contractor’s response), to sit and act as sole judge of the merit and qualifications of each proposal, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as DVR may deem necessary in the best interest of the State of Delaware.

3. Right to Award Multiple Source Contracting

DVR has determined that multiple source contracting is an objective of this RFP.

4. Award of Contract

The final award of a contract is subject to approval DVR. DVR has the sole right to select the successful Contractor(s) for award, as a result of this RFP. Notice in writing to a Contractor of the acceptance of its proposal by DVR and the subsequent full execution of a written contract will constitute a contract, and no Contractor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

5. Sub-Contracting

The Contractor selected shall be solely responsible for contractual performance and management of the Scope of Work for client services as described in Appendix B. This contract does not allow subcontracting assignments. The Contractor(s) assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required.

B. RFP Evaluation Process

DVR will evaluate proposals on a variety of quantitative criteria, and DVR reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Contractors. All assignments of points shall be at the sole discretion of DVR.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Contractor Expertise: Contractors demonstrated experience and capacity to provide services as describes. Established history in the community; collaborative partners; and positive performance and performance outcome measures demonstrated.	30
Program Description: Goal Statement- Define goals and objectives; use of research based literature; and relevant statistics identified in the proposal (overview, purpose and goal statement). Detailed nature of services (how, what and where services will be offered); and measurable outcomes (description of desired outcomes quantified).	30
The Bidder has identified qualified personnel and appropriate credentials/certifications, insurance and licensure necessary to provide the services identified in the proposal.	30
The Bidder's financial condition, management, and physical facilities (if applicable) are adequate to provide the services identified in the proposal. Documentation provided meets RFP requirements.	10
Total	100%

Contractors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a Contractor’s capabilities so the responding Contractor should be detailed in their proposal responses.

STATE OF DELAWARE
Division of Vocational Rehabilitation

C. Contract Terms and Conditions

The parties to the contract shall be independent contractors. Each party shall be responsible for compliance with required State of Delaware contract provisions, terms and conditions as set forth in the fully executed contract. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party.

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. General Information

- a. The term of the contract between the successful bidder and the State shall be for **2.50 years with two (2) optional extensions for a period of one (1) year for each extension.**
- b. The selected Contractor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Contractors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected Contractor or Contractors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Contractor's response to this RFP will be incorporated as part of any formal contract.
- d. The successful Contractor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract.
- e. If the Contractor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Contractor. Such Contractor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

3. Collusion or Fraud

By responding, the Contractor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Contractor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Contractor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Contractor's proposal preparation.

Advance knowledge of information which gives any particular Contractor advantages over any other interested Contractor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

4. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Contractors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Contractor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, brokerage or contingent fee.

STATE OF DELAWARE
Division of Vocational Rehabilitation

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

5. Solicitation of State Employees

Until contract award, Contractors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Contractor, its affiliates, actual or prospective contractors, or any person acting in concert with Contractor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a Contractor may result in rejection of the Contractor's proposal.

This paragraph does not prevent the employment by a Contractor of a State of Delaware employee who has initiated contact with the Contractor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Contractors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Contractor discovers that they have done so, they must terminate that employment immediately.

6. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the Contractor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Contractor. The Contractor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful Contractor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899; by telephone: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department, or on the web at <https://onestop.delaware.gov/osbrlpublic/> Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Contractor to applicable fines and/or interest penalties.

STATE OF DELAWARE
Division of Vocational Rehabilitation

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Division of Vocational Rehabilitation
4425 N. Market St.
P.O. Box 9969
Wilmington, DE 19809-0969
Attn: Barbara Boese

e. Indemnification/ General Indemnification

By submitting a proposal, the proposing Contractor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Contractor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

f. Insurance

- i.** Contractor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this contract.
- ii.** The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Contractor is an independent contractor and is not an employee of the State of Delaware.
- iii.** During the term of this contract, the Contractor shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
----	------------------------------	---

And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful Contractor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered. If the contractual service requires the transportation of departmental clients or staff, the Contractor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- iv.** The Contractor shall provide a Certificate of Insurance (COI) as proof that the Contractor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Contractor(s).

STATE OF DELAWARE
Division of Vocational Rehabilitation

g. Non-discrimination

In performing the services subject to this RFP the Contractor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Contractor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

h. Contract Documents

The RFP, the purchase order, the executed contract and the successful Contractor shall constitute the contract between the State of Delaware and the Contractor. These documents will constitute the entire agreement between the State of Delaware and the Contractor.

i. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Contractor consents to jurisdiction and venue in the State of Delaware. In submitting a proposal, Contractors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- i.** The laws of the State of Delaware;
- ii.** The applicable portion of the Federal Civil Rights Act of 1964;
- iii.** The Equal Employment Opportunity Act and the federal regulations issued thereunder;
- iv.** The proposal submitted must be independently arrived at, without collusion, under penalty of perjury; and
- v.** Programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act, and federal regulations issued thereunder.

If any Contractor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default. The selected Contractor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

j. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

k. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

l. Other General Conditions

- i. Status Reporting** – The selected Contractor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final acceptance.

STATE OF DELAWARE
Division of Vocational Rehabilitation

- ii. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- iii. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.
- iv. **Definitions.** To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Contractors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

D. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Appendix A- Minimum Response Requirements
- Appendix B- Scope of Work / Technical Requirements, Acceptance of Fee Schedule
- Appendix C- Proposal Summary Sheet
- Appendix D- Division of Vocational Rehabilitation Community Rehabilitation Program Assurance Form
- Appendix E- Division of Vocational Rehabilitation Contract Assurances Form

STATE OF DELAWARE
Division of Vocational Rehabilitation

APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS AND PROPOSAL FORMAT

Each Contractor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services (marked as Appendix A).
2. Appendix B- Program Description, Scope of Work / Technical Requirements, Acceptance of Fee Schedule.
3. Appendix C- Proposal Information Summary
4. Appendix D- DVR Community Rehabilitation Program Assurances Form
5. Appendix E-DVR Contractual Assurances Form

The items listed above provide the basis for evaluating each Contractor's proposal. **Failure to provide all appropriate information may deem the submitting Contractor as "non-responsive" and exclude the Contractor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Contractors shall provide proposal packages in the following format and order:

1. Cover letter which briefly summarizes the proposing firm's interest in providing the required professional services and identifies the order of attached required RFP documents as listed on page 1 of this RFP.
2. Two (2) complete paper copies of the Contractor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
3. One (1) electronic copy of the Contractor proposal in **PDF and Microsoft Word format provided on an USB** memory stick by the deadline for submission of the proposal.

***Note: The successful bidder shall be required to produce the following for a fully executed contract;**

- Delaware Business license;
- Proof of Insurance;
- Delaware professional license, accreditations, certification and/or credentials or provisional equivalent; and
- Agency organizational chart where there are two or more employees with contact information; and all agency personnel resumes providing service under this RFP.
- Marketing page as prescribed by DVR for the agency's CHOICES resource publication

STATE OF DELAWARE
Division of Vocational Rehabilitation
APPENDIX B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS
SUPPORTED EMPLOYMENT PROGRAM
(Supplemental Services RFP)

INSTRUCTIONS:

Utilizing statistical data, best practices findings and/or logic model theory, describe how you or your agency shall provide and document the goal(s) of the program (qualified and quantified), identify population for service including location (where services will be provided), service deliverables (what and how frequent) and program outcomes. Describe resources (inputs) to be utilized and linkages with other services (e.g. transportation, adaptive equipment, and partners in the community) and identify who in the agency will be responsible for service delivery.

Bidders are encouraged to use the outline provided below.

DESCRIPTION OF SERVICES

I. OVERVIEW

A. PURPOSE

DVR is seeking to expand Supported Employment contracted services statewide during an initial contract period of two and half (2.5) years with an option to extend services for two (2) additional years. DVR is seeking Contractors to provide opportunities for eligible individuals with significant disabilities who communicate using American Sign Language (ASL) and/or communicate without ASL leading to competitive integrated employment with supports as needed.

B. GOALS AND OBJECTIVES

The goal of the services is to develop several innovative programs combining best practices to provide opportunities for individuals with significant disabilities to increase the likelihood of successful integrated employment with supports as needed. The Contractor shall provide supported employment services to individuals with significant disabilities who communicate using ASL and/or individuals who do not communicate using ASL.

The Contractor shall provide community work based assessments, job development; placement, stabilization and retention services to DVR referred supported employment clients in order to achieve an employment outcome consistent with individualized client employment plan (IPE) and job placement agreement. Supported Employment Services include a community based work assessment services to determine an individual's interests/career exploration, abilities both soft skills and specific skill sets, and support needs; job development and placement consistent with the IPE goals; and retention services using on-site supports to empower the individual to perform work responsibilities. Successful bidders must be an approved Contractor of the Division of Developmental Disabilities Services (DDDS) or agree to become a DDDS approved Contractor or have a pending DDDS application.

DVR is seeking proposals from Contractors to provide community-based services to meet needs statewide and in particular in Kent County and Sussex County. The goal of services is integrated employment with supports as needed; and the supporting objectives of this RFP are to provide opportunities for consumers with significant disabilities who are hearing or hearing impaired:

STATE OF DELAWARE
Division of Vocational Rehabilitation

- To learn more about and explore their identified career choice and/or different career choices
- To discover more fully their own strengths and interests that they can apply to a career choice
- To refine and specify appropriate employment goal as stated on the IPE with multiple jobs within the identified career category.
- To acquire ancillary skills to retain employment, e.g. financial literacy skills, transportation skills and other independent living skills

Bidders are required to provide and develop programming for implementation. Bidders are required to define and encouraged to quantify their goals and objectives. State the goal(s) of the program with a broad statement of program intent. Objectives should be specific, measurable, and appropriate to the program. All the program activities are tied to the stated goal for outcome performance measures reporting at the conclusion of each contract year.

For Example- The goal of the program is to provide eligible hearing and hearing impaired individuals who live in Kent County with supported employment services based upon DVR assessment data, IPE and Job Placement Agreement through comprehensive service delivery by the Contractor. The program has the capacity to serve twenty (20) eligible individuals during the contract year. The objectives are to increase individual's knowledge about career opportunities in their home town as it relates to current labor market needs in the pursuit of their employment goal. The goal of the program is to successfully place 55% of referrals in employment consistent with their IPE and Job Placement Agreement.

C. DESCRIPTION OF SERVICES

1. Program Description

The proposal shall describe, explain and summarize what the program intends to accomplish and how it will be accomplished. Contractors interested in providing supported employment services must have prior, or plan to acquire approval from the Division of Developmental Disabilities Services (DDDS) in order to receive a contract for this service. Contractor requirements are as follows:

- a. Assessment: completed within 90 days of referral, utilizing applied behavioral analysis and/or customized employment assessment(s). The assessment time may be extended beyond 90 days with prior authorization from the DVR Counselor.

Outcome: To determine an employment goal and identify the supports needed to assist the individual to be successful. Considerations include but not limited to; determination of consumer's specific employment outcome to be pursued that is consistent with client's abilities and interest, and the individual's rehabilitation needs through assessment of the consumer's abilities and functional limitations.

Service Description: SE assessment will include two to three community based work assessments, as approved by the DVR Counselor. Each work experience shall be for a minimum of 4 hours unless the DVR Counselor approves a shorter assessment based on the individual's disability factors.

When applied behavioral analysis and/or customized employment assessment are utilized, it is expected that an additional 4 hours of assessment will be included in this

STATE OF DELAWARE
Division of Vocational Rehabilitation

process, totaling at least 12 hours of assessment. A customized employment assessment is defined as a comprehensive approach to vocational assessment that focuses on a job match by looking in greater detail at a customer's needs, strengths and interests in their local community.

All applied behavioral analyses and customized employment assessments must be completed in a community setting. Internships and volunteer experiences are considered valid assessment sites if they are equivalent to the job duties for paid employees at the same sites.

Payment shall be made when the DVR counselor has received a completed report submitted to the DVR counselor within 30 days of completion of assessment activities unless otherwise approved.

Required Documentation: DVR Community Based and Supported Employment Assessment Form; DVR Behavioral Assessment Form; and/or DVR Customized Employment Assessment Form, as indicated, shall be completed for clients as authorized.

- b. Placement: Should be completed within 90- 180 days. The Contractor shall provide job placement services to individuals so that person is employed at or above minimum wage, in an integrated setting, consistent with the supported employment assessment and is consistent with the individual's interests and abilities, and shall reflect his/her preference. The client has learned the job duties to the satisfaction of the employer, and has established a successful work and home routine to support employment. Onsite training/job coaching required has stabilized. If a consumer requires additional job coaching to learn new tasks and /or stabilize; job coaching service hours may be authorized by DVR in units of 1-20 hours

Outcome: Job placement has been made in accordance with the current signed Job Placement/ SE Agreement.

Service Description: All appropriate assessments have been performed and completed. The individual is employed in the community in an integrated setting, and the client is satisfied with the job and started work. Clients shall be offered jobs with a minimum of 20 hours per week unless the DVR Counselor approves a shorter work week, based upon the individual's disability, which requires a lesser number of hours weekly.

Required Documentation: The Contractor shall complete the DVR Job Placement - Coaching and Supported Employment Progress Form when initiating placement services with the client. The DVR Job Placement/ Coaching/Supported Employment Progress Form are to be submitted to the VR counselor at least monthly during job development and placement. Upon placement, documentation and verification shall be submitted to the VR counselor within 72 hours via email and more substantially documented in the monthly report inclusive of written verification of employment.

- c. Stabilization: The client has been successfully employed for a minimum of 90 days. Client has learned the job duties to the satisfaction of the employer, and has established a successful work and home routine to support employment. The case is opened in DDDS

STATE OF DELAWARE
Division of Vocational Rehabilitation

for follow along at this point for service and payment. DVR case remains open without additional payment until 150 days of employment are achieved.

Outcome: Consumer has been employed *90 days* in stabilization and meets all required criteria and the case becomes active with DDDS for follow along and payment of services.

Service Description: Stabilization shall provide employment with a gradual withdrawal of intensive support. *(The consumer requires assistance approximately 20% of the time of his/her working hours on the job. The actual percentage may vary but the individual can demonstrate reasonable work performance at an acceptable level of assistance for four weeks. When this is achieved, the consumer is considered to have achieved stabilization and the Contractor to request case be opened in DDDS for follow along supports.)* Consumer must be employed for a minimum of 90 days at transfer.

Required Documentation: DVR Job Placement - Coaching and Supported Employment Progress Form (<http://dvr.delawareworks.com/vendors/forms.php>).

d. Successful Closure Monitoring: 150 days

Outcome: 150 days of consecutive employment; employment is stable; client is able to satisfactorily perform job duties; job coach is required only 20% of time client is on the job; client meets Placement Agreement criteria.

Service Description: Case meets all criteria for successful closure and the service provider has submitted all required documentation. Consumer must have worked at least 60 days after stabilization has been achieved; client has received adequate training and support after placement, as identified in the Placement Agreement.

Required Documentation: DVR Job Placement - Coaching and Supported Employment Progress Form completed and submitted monthly- at 30, 60, 90 and 150 days.

In the event that placement is made where that vendor becomes the employer of the consumer referred for placement, DVR shall pay vendor fifty percent of the placement and successful closure rates if and when the DVR consumer has achieved ninety days of successful employment on the job. The vendor as the employer of the customer shall be defined as employment where the vendor assumes responsibilities for wages, benefits (if applicable) and place of employment for the customer. Payment shall be made for services provided under the purchase of service agreement when the authorization signed by the DVR counselor, is returned, signed and dated by the Contractor within five (5) working days after service is completed. All required documentation of service and reports must be included with the authorization for the Contractor to receive payment.

2. Service Components and Requirements

General elements applicable to all vocational rehabilitation services:

STATE OF DELAWARE
Division of Vocational Rehabilitation

- a. Contractor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry and with the standards of the Commission on Accreditation of Rehabilitation Facilities.
- b. Contractor will collect program performance data, including outcome measures, and shall conduct consumer satisfaction surveys, and will provide information to DVR as requested more particularly described in Section D, below.
- c. Contractor will use qualified personnel who meet appropriate certification and professional standards.
- d. Contractor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with Vocational Rehabilitation Counselor (VR counselor) to discuss any substantive issues that arise during the time customer is served.
- e. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.
- f. Contractors are subject to periodic quality assurance reviews (QAR) conducted by Vocational Rehabilitation to assure that quality standards are met.
- g. Direct service staff is required to attend DVR sponsored in-service training program each contract year.
- h. 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.
- i. Contractor will not deny referrals from DVR on the basis of national origin, race, sexual orientation, gender, disability, age, or socioeconomic status.
- j. Contractor may only deny services to a DVR customer based on a goal, an objective or individualized assessment.
- k. Contractor shall submit a formalized report with an appropriate statement related to their inability to serve the individual to the DVR counselor of that consumer within two weeks of receipt of referral.

3. Structure and Operations

Proposals shall include the following:

- a. **Staffing and Credentials**
The bidder 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 bidder 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. **Payment and Fee Schedule**
Contractors shall provide Supported Employment Services in accordance with the description of **services provided to DVR in response to the request for proposals**. Payment of up to **Eight Thousand Five Hundred Dollars (\$8,500.00)** will be made for identified milestones, as requested and completed, for a client who is successful in

STATE OF DELAWARE
Division of Vocational Rehabilitation

achieving the benchmark identified for that milestone. **Job Coaching services in units of 1-20 hours as pre-authorized shall be at fifty-five dollars (\$55.00 hourly) for hearing consumers and sixty dollars (\$60.00 hourly) for deaf and hearing impaired consumers** Payment will be as follows:

I.	Assessment	\$2740.00
II.	Placement	\$2815.00
III.	Stabilization/Closure	\$2945.00

Payment of a milestone shall constitute payment in full for services delivered during the assessment, placement and closure phases of the program. If the services are not completed within the timeframe indicated in this contract, the VR counselor may request a reduction in payment of the milestone to the DVR Contracts Administrator, which will then be reviewed with the Contractor prior to approval. Each milestone shall be paid only once per case. *[Example: If a consumer stops participating (i.e., loses job, quits, or changes his/her mind) at any given point in the milestone process and the case remains open with the same service provider, payment for services will resume at the point the consumer stopped participating.]*

Replacement services that occur within one year of closure, which are initiated by and/or provided to a consumer, shall be paid at 70% of the total milestone rate. *[Explanation: Consumer requests re-placement services within a 12 month period after closure and the same provider must be providing services.]*

D. OUTCOME PERFORMANCE MEASURES

The proposal shall include an outcome performance measures report at the conclusion of the contract year. The proposal shall include what data to be captured and reported on at the close of the contract year. The proposal shall include data collection sources, e.g. 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 participant experience, e.g. new behavior or change in behavior, new knowledge, attitudes or skills. Participant names, outcomes and impact to be recorded in a raw data spreadsheet as an Appendix to the annual Outcomes Performance Measures Report to be submitted annually within 30 days of September 30 each year. The annual report shall be submitted to the DVR Contracts Administrator

For Example:

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

- 1. The Contractor shall identify number of referrals received in the contract year (October 1-September 30) for services and identify the number and percent of participants served and shall further identify those served who are hearing and hearing impaired.*
- 2. The Contractor shall attempt to engage and maintain engagement 90% of eligible individuals who are hearing and/or hearing impaired referred for service during the contract year.*
- 3. The Contractor shall attempt a benchmark of 55% successful placement outcomes in a contract year.*

STATE OF DELAWARE
Division of Vocational Rehabilitation

- 4. 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; e.g. The Contractor shall identify increased knowledge and skills demonstrated as an aggregate as it relates to service deliverables for individuals served, i.e. 80% of individuals served (16/20 participants) increased interview skills during the contract year resulting in 60% (12/20 served) hired after interviewing with an employer.*