

STATE OF DELAWARE
LAB/DVR
REQUEST FOR PROPOSALS
Competitive Integrated Employment- Career Path Employment Services
ISSUED BY Department of Labor, Division of Vocational Rehabilitation
CONTRACT NUMBER: LAB18007-CAREER_PATH

I. Overview

The State of Delaware Department of Labor, **Division of Vocational Rehabilitation (DVR)**, seeks **professional services for statewide delivery**. DVR is requesting proposals for Career Pathways focused placement services for individuals with all disabilities. There are a limited number of services identified in this RFP. It is the goal of this Request for Proposal to identify Contractor(s) and execute a contract(s). This is a multiple source; multiple years (FY19 through FY20) contract with the option of extension at the discretion of DVR based upon performance and available funds. 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: 07/9/18
Non-Mandatory Pre-bid Meeting	Date: 07/19/18 at 10:00 AM
Written Questions Due	Date: 07/20/18
Response to Questions Posted by:	Date: 07/25/18
Deadline for Receipt of Proposals	Date: 08/20/18 at 10:00 AM (Local Time)
Public Proposal Opening	Date: 08/20/18 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 08/31/18

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 describes 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 Annex.

II. Scope of Work (SOW)
Program Description

The goal of this Request is to solicit proposals that provide individuals with disabilities individualized placement support services leading towards successful integrated employment with supports as needed. The Contractor shall provide job development; placement and retention services to DVR referred clients in order to achieve an employment outcome consistent with the consumer’s individualized employment plan (IPE) and job placement agreement. Career/Job Development Milestone includes providing pre-employment readiness services necessary prior to beginning employment. Focused Job Search Milestone shall be consistent with the DVR Placement Agreement and IPE goals. Job Development phase builds on assessment data and focused career category to begin job search with Contractor assistance, utilization of DOL/DET One Stop services (job clubs) and resources (DOL Joblink account and Selective Placement via Delaware HR) and independent job search (e.g. Indeed.com etc.). Employment placement, Retention and Advancement Milestone services shall support and empower the individual to perform work responsibilities accurately, timely and consistently

A detailed description(s) of requested services- Scope of Work are located in Appendix B of this document; including fee schedules and outcome milestones. Employment Placement 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 directed.

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 (Appendices C, D and E).

IV. Professional Services RFP Administrative Information

RFP Designated Contacts:

Jocelyn Langrehr, DVR Deputy Director at Jocelyn.Langrehr@state.de.us

Harriet Ann Litwin, DVR Policy Administrator at HarrietAnn.Litwin@state.de.us

Division of Vocational Rehabilitation Services

4425 N. Market Street, Wilmington, DE 19809 phone: 302.761.8275

A. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. 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 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 08/20/18. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Division of Vocational Rehabilitation

4425 N. Market St.

P.O. Box 9969

Wilmington, DE 19809-0969

Attention: DVR Proposal-18007

Bidders are directed to clearly print "DVR PROPOSAL-18007 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 08/20/18**. Any proposal received after this date shall not be considered. The proposing Contractor bears the risk of delays in delivery.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

5. 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.

6. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

7. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

8. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor’s proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **July 20, 2018**. All questions will be consolidated into a single set of responses and posted on the State’s website at www.bids.delaware.gov by the date of **July 25, 2018**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a USB and questions shall be formatted in Microsoft Word.

9. State’s Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

10. 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.

11. 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.

12. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

13. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

14. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

15. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

16. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

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.

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 Del. C. §6982(b). The Team will negotiate with the qualified firm designated 1st on the preference list. Should the Team be unable to negotiate a satisfactory contract with the qualified firm designated to be first on the preference list, at a price the Team determines to be fair and reasonable, negotiations with that firm shall be formally terminated. The Team may negotiate with the remaining firms by order of ranking. At any point in the negotiations process, the Team may, at its discretion,

terminate negotiations with any or all firms. The Team shall make a recommendation regarding the award to the DVR Director, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982(b), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Selection will be based on the following criteria for the singular awardee:

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.	20
Program Description: Goal Statement: 10 points- Define goals and objectives; use of research based literature; and relevant statistics identified in the proposal (overview, purpose and goal statement). 30 points- Detailed nature of services (how, what, when and where services will be offered); and measurable outcomes (description of desired outcomes quantified).10 points- Description of tools, curriculum and/or training materials.	50
The Bidder has identified qualified personnel and appropriate credentials/certifications, insurance and licensure necessary to provide the services identified in the proposal. Clearly identify personnel providing direct services pre the proposed schedule of programming.	20
The Bidder's 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.

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 years with three (3) 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 effective October 1, 2018 upon notice of the contract award.**
- 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 (Attachment 2).

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.

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.

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: Jocelyn Langrehr

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
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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).

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

STATE OF DELAWARE

LAB/DVR

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.
- 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:

- Attachment 2- Non-Collusion Statement
- Attachment 3- Exception Report
- Attachment 4- Confidential Information Form
- Attachment 5- Business References
- Attachment 9- Office of Supplier Diversity Application
- 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 Contractual Assurances Form
- Appendix E- Sample Contract
- Appendix F- CHOICES Booklet marketing template
- Appendix G- Contractor's Organizational Flowchart and Personnel Directory

IMPORTANT – PLEASE NOTE

- Attachments 2, 3, 4, and 5 **must** be included in your proposal

REQUIRED REPORTING

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov).

CONTRACT NO.: LAB18007-CAREER_PATH
CONTRACT TITLE: LAB/DVR- Career Employment Services
DEADLINE TO RESPOND: June 27, 2018 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Division of Vocational Rehabilitation

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Vocational Rehabilitation.

COMPANY NAME _____ Check one)
NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) _____
Table with 2 columns: Entity Type (Corporation, Partnership, Individual)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

Table with 3 columns: Certification type(s), Circle all that apply (Yes/No). Rows include Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Veteran Owned Business Enterprise (VOBE), and Service Disabled Veteran Owned Business Enterprise (SDVOBE).

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Contract No. LAB18007-CAREER_PATH
Contract Title: LAB/DVR-Career Employment Services

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. Contact Name & Title: Business Name: Address: Email: Phone # / Fax #: Current Vendor (YES or NO): Years Associated & Type of Work Performed:	

2. Contact Name & Title: Business Name: Address: Email: Phone # / Fax #: Current Vendor (YES or NO): Years Associated & Type of Work Performed:	

3. Contact Name & Title: Business Name: Address: Email: Phone # / Fax #: Current Vendor (YES or NO): Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

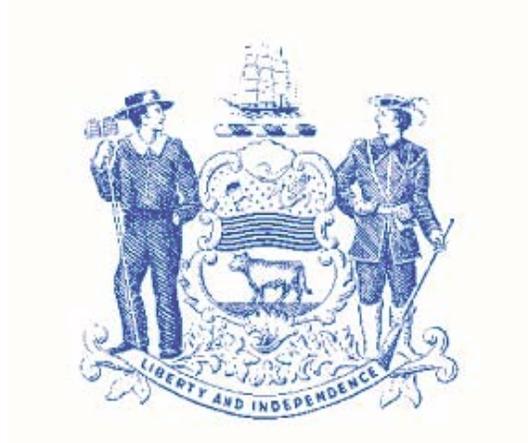
**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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LAB/DVR-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. Appendix A- Transmittal Letter as specified on page 1 of the Request for Proposal (including an Applicant's experience, if any, providing similar services (general overview), per the SOW, contact information and contents of the Proposal with page numbers, e.g. Page of Number of Pages.
2. Appendix B- Program Description, Scope of Work / Technical Requirements, Acceptance of Fee Schedule
3. Appendix C- Proposal Information Summary
4. Appendix D- DVR Contractual Assurances Form
5. Appendix E-Sample Contract
6. Appendix F- Bidder's CHOICES Booklet (DVR Resource Manual) for internet publication using Microsoft Word Doc format.
7. Appendix G- Bidder's Organizational Chart and Contact Information
8. Attachments 2, 3, 4, 5 and 9

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 Microsoft Word format provided on a new USB memory stick by the deadline for submission of the proposal.

***Note: The successful bidder(s) shall be required to produce the following for a fully executed contract prior to service delivery.**

- **Delaware Business license; and**
- **Proof of Insurance with DVR listed as the certificate holder**

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LAB/DVR-Division of Vocational Rehabilitation
APPENDIX B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS
CAREER PATH EMPLOYMENT SERVICES

INSTRUCTIONS: Are outlined in bold print, italic and/or bold and italics

Instructions for completing Appendix B are as follows:

1. **General Instructions; use Microsoft Word format**
2. **General Instructions; use the SOW outline below**
3. **General Instructions; italics are used to give examples of desire tool usage, hard skills to be developed, area soft skill development and/or ancillary skills; but not limited to these identified example. The bidder is encouraged to use normed curriculum, organize learning modules, conduct pre and post-tests to measure impact of services on participants for individual and aggregate reporting.**
4. **OVERVIEW, PURPOSE and GOALS & OBJECTIONS; 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).**
5. **PROGRAM DESCRIPTION AND SERVICE COMPONENTS; identify population for service (deaf and/or hearing consumers or those with most significant disabilities, e.g. Category 1 Order of Selection) including location (where services will be provided) and service deliverables (what and how frequent) in the achievement of successful 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. Provide a schedule of services throughout the contract year. The bidder is required to use normed curriculum, organize learning modules, conduct pre and post-tests to measure impact of services on participants for individual and aggregate reporting.**
6. **OUTCOME PERFORMANCE MEASURES; utilize format in SOW below**

Bidders are required to provide and develop programming for implementation. Bidders are required to define and 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 on each participant through monthly reporting relative to the Placement Agreement and Individual Plan for Employment. And all the program activities are tied to the stated goal for an aggregate outcome performance measures report at the conclusion of each contract year.

For Example- The goal of the program is to provide 20 DVR eligible individuals livings in Kent County with a more detailed and comprehensive plan for employment based upon DVR and other assessment data, IPE and Job Placement Agreement. Twenty (20) eligible individuals are to be provided services during the contract period. The objectives are to increase consumer's knowledge about current labor market needs and career opportunities in their home town and assist them in an appropriate job search relative to opportunities, knowledge, skills, abilities and interests. Additionally 55% of consumers participating with successfully complete program services to achieve sustained employment of 90 days. 25% of consumers participating will independently seek and achieve advancement or alternate employment per their Career Plan. 25% of consumers participating will earn an industry credential. 55% of consumers participating will have a measurable skills gain of 25% in content knowledge, skills and abilities.

Bidders are encouraged to use the outline provided below.

DESCRIPTION OF SERVICES

I. OVERVIEW

Rationale for the RFP by the State:

Services under this RFP were last published for bid in 2013 and delivered in Fiscal Year 2014 which have been extended to the close of Fiscal Year 2018. DVR has determined an RFP shall be published for Competitive Integrated Employment

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Placement Services. Current Contractors are required to bid on any or all services covered by their Contract in order to continue contracting with the State of Delaware for said service as delineated in this RFP released for Fiscal Year 2019-2020.

This RFP is *not* seeking Supported Employment Services for Division of Developmental Disabilities eligible clients. This RFP is *NOT* seeking Pre-Employment Transition Services for students. This RFP is *NOT* seeking Supported Employment Mental Health Employment Services for active DSAMH clients.

A. PURPOSE

DVR is seeking competitive integrated employment services that incorporate WIOA 2014 legislative directives per Rehabilitation Services Administration (RSA) regulations consistent with DVR Policy with respect to career pathways for short, mid and long-term employment goal attainment. The purpose is to train and empower all DVR eligible consumers to plan, implement and achieve their short, mid and long-term goals resulting in employment with supports as needed, in concert with the identified Vocational Goal as identified on individuals' Individualized Employment Plan. The desired successful outcome is retention of employment of 90 days and beyond with a career plan. DVR is seeking to provide contracted services statewide during an initial contract period of three (2.0) years with an option to extend services for three (3) additional years.

B. GOALS AND OBJECTIVES

The goal of the requested services is to implement best practices to provide placement supports for individuals with significant disabilities to secure competitive integrated employment.

1. Career/Job Development Milestone

- a. To utilize individuals' strengths and interests that they can apply to their career choice as identified via their IPE.
- b. To develop the soft skills needed for employment to include but not limited to personal hygiene & dress, mock interviewing and appropriate workplace language and behavior. Utilize interviewing skills development tools, *e.g. AARP Job Resources, The Balance Career, The Big Interview and/or Don Georgevich- Job Interview Tools, LLC.*
- c. Identify appropriate employment title that supports the individual's stated vocational goal and career focused next steps for future career advancement.
- d. To learn to write a Career Plan for self (see attachment in sample contract).
- e. Register with Department of Labor, Division of Employment & Training, Delaware Joblink (DOL/DET Joblink)
- f. Learn to write and update resume and cover letters utilizing DOL/DET Joblink.
- g. To job shadow, do informational interviews, explore potential businesses and employment/career settings that support a focused job search action plan. Learn to utilize online tools, *e.g. VirtualJobShadow.com* as exposure and preparation for on-site job shadowing, trial work and/or volunteer position. Participate in Community Work Based Assessments at on-site locations (1-2 assessments completed).
- h. To acquire ancillary skills to obtain and retain employment, *e.g. financial literacy skills, transportation skills, skills to access a full range of social services for support, family relationships and other independent living skills; e.g.; utilizing The Money School, ADA and adaptive technology, Social Security benefits-SSI & SSDI, APEX Program and remediation of criminal history; DART, 211 for medical & social services; utilizing the internet and completing an independent living skills assessment.* These skills support employment retention and learning who, what, where, when and how to marshal support services positively impacts retention and advancement.

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2. Focused Job Search Milestone

- a. Based upon the Placement Agreement, IPE and Career Plan develop a 30 Day Job Search Action Plan for the identified career category, locate openings, and research the employers (website or word of mouth to learn about the company). Address who, when, where and how to “get your foot in the door”. Utilize job search logs by searching the internet for printable forms to track progress.
- b. Seek out Job Fairs and Job Clubs to share job search activities and give feedback to others as mutually beneficial support network. Use all media for locating job fairs and job clubs. Track on Job Search Log. Providers are encouraged to host job clubs or assist in collaborative agency job clubs.
- c. Conduct “Cold Calls” to potential employers with whom there is an interest or a desirable job (actual or potential job opening). Develop a script, practice and implement to create an employment opportunity. Track cold calls on Job Search Log. Providers are encouraged to do cold calls as preliminary informational interviewing to assess employer’s needs what skills and who may be able to meet that need. The cold calls are focused on employment search relative to the identified career category of consumer(s).
- d. Based upon successful job search an interview is granted. Using interview skills learned in Career/Job Development phase; practice interview questions and responses with peers and/or provider agency. Utilize a recognized interview guide; *e.g. AARP Job Resources or The Balance Career, The Big Interview and/or Don Georgevich- Job Interview Tools, LLC for preparation*. Do follow up and thank you notes post interview; track on job search log.

3. Employment Placement, Retention and Advancement Milestone

- a. Upon receipt of a job offer and acceptance develop a daily schedule to support employment; participate in orientation and understand employer’s policies and procedures. Seek out supervisory feedback to insure meeting job tasks quality and quantity. Seek feedback frequently in first 30 days and intermittently during day 31-90 to meet employer’s expectations. Ask for help or clarification on new assignments. Review soft skills materials often within the first 90 days of employment to stay on task and in good communication with immediate supervisor. Utilize Career/Job Development materials, *e.g. ODEP- Skills to Pay the Bills- Problem Solving, Teamwork and Professionalism*; the goal is to secure employment and successfully complete the employer’s probationary period. Work with on-site employer supervisor and contracted job coach to learn job tasks both at expected quantity and, quality levels in a timely fashion to meet or exceed employer expectation of job performance. Utilize job coach and supervisor to develop natural supports in the work environment to achieve and maintain work performance at expected levels. Include these job site activities on the Career Plan.
- b. Upon achievement of permanent employment and successfully completing the employer’s probationary period and/or 90 days of consecutive employment review Career Plan to begin to execute next steps for advancement or make a plan to review and update based upon new desirable opportunities and personal timetable for advancement.

C. DESCRIPTION OF SERVICES

1. Program Description and Service Components

The proposal shall describe, explain and summarize how and 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. Identify what materials will be provided and/or taught. Detail location where services will be provided, quantity, length and frequency of services delivered- tentative program schedule. Detail the number of consumers to be served during the contract year/program capacity. Outline how the provider will measure outcomes as it relates to the program goals and objectives

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2. 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, and 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. Budget and Fee Schedule- \$2600 Milestone Payment for Successful Completion

The 3 key service components are set by DVR. They are as follows:

i. Career/Job Development Milestone- \$400

Upon registration in DE JobLink, resume completed, pre-employment job readiness services accomplished, report and invoice is submitted to VR Counselor for payment.

ii. Focused Job Search Milestone- \$1200

Upon hire and report summarizing and documenting hire, report and invoice is submitted to VR Counselor for payment.

iii. Employment Placement, Retention and Advancement Milestone- \$1000

Upon completion and documentation of 90 days of employment, report and invoice is submitted to VR Counselor for payment.

D. OUTCOME PERFORMANCE MEASURES

The proposal shall include an outcome performance measures report at the conclusion of the contract period. The proposal shall include what data to be captured and reported on at the close of the contract period.

Utilization FY19-21 Outcome Performance Measures Table (Record data annual from first year to conclusion of contract period)

<i>Fiscal Year</i>	<i>Total Number Served</i>	<i>Total Number completed 3 Key Milestones</i>	<i>Median Wage upon start date of employment</i>
<i>FY19</i>	<i>24</i>	<i>21</i>	<i>\$8.95</i>
<i>FY20</i>	<i>36</i>	<i>32</i>	<i>\$10.60</i>
<i>FY21</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

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APPENDIX C

Proposal Summary Sheet

Appendix C is a separate attached document of the RFP

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APPENDIX D
DVR CONTRACT ASSURANCES

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They have included in their quotation all costs necessary for or incidental to their total performance under contract
- Within the past five (5) years neither your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor has been the subject of a Federal, State, or Local government suspension or debarment

The following conditions are understood and agreed to:

- No charges, other than those shown in the proposal, are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

The bidder represents and certifies by signature as a part of this offer that:

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract and shall retain records for not less than 3 years after the contract period.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, Disabilities Determination Services, and Social Security Administration in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

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The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel or authorized signatory that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C Chapter 22 as amended); Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator: _____

Signature of Authorized Administrator: _____

Date: _____

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LAB/DVR-Division of Vocational Rehabilitation
APPENDIX E
Sample Contract

**DEPARTMENT OF LABOR
DIVISION OF VOCATIONAL REHABILITATION
PURCHASE OF SERVICE AGREEMENT
CAREER PATH EMPLOMENT SERVICES (C-Path)**

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

I. PURPOSE

The purpose of this agreement is for DVR to purchase and for Contractor to provide *Career EP services* to eligible DVR clients referred by DVR. The goal of the services is to provide opportunities for individuals with significant disabilities to increase the likelihood of successful integrated employment; and successfully retain employment for 90 days.

II. TERM

The term of this agreement shall be from *October 1, 2018 until September 30, 2020* for services identified in the following Attachments. DVR shall have the option of renewal, with the Contractor’s consent, for up to three (3) additional years 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 the following Attachments (list attachment numbers or letters as applicable) of this agreement, which are hereby incorporated into and made a part of this agreement.

IV. PERFORMANCE STANDARDS

- A. The Contractor agrees to comply with all applicable program standards and Federal, State and local laws, rules and regulations, including but not limited to: the most recent standards and guidelines established by the Commission on Accreditation of Rehabilitation Facilities; the Rehabilitation Act of 1973, as amended and applicable regulations of the U. S. Department of Education; the Americans with Disabilities Act; the Drug-Free Workplace Act; the provisions of the Fair Labor Standards Act, the U. S. Department of Labor Certificates for Sheltered Work Activity Employees; Title 19, Chapter 10 of the Delaware Code, Federal and State licensing standards, applicable accrediting standards which are appropriate to the service provided and are related to quality of services, zoning, fire, health and safety requirements.
- B. 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.
- C. The Contractor represents that it will obtain certification or adhere to national, state and ethical standards (based upon DVR standard criteria), and will make diligent efforts to maintain such certification during

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the term of this agreement, unless a specific waiver is attached to this agreement. Community Accredited Rehabilitation Facilities (CARF) certification is preferred (CARF <http://www.carf.org>). Contractors with other comparable accreditation, e.g. Department of Education (DOE), DOE Private Business and Trade School certification, or Private School licensure, and/or Division of Developmental Disabilities Services (DDDS) accredited are accepted to provide required services.

OR: The Contractor possesses other comparable accreditation from a national and/or regional accrediting body; or service history of two (2) or more years in employment services, or has been a DVR service provider in good standing for two (2) or more years and/or Division of Developmental Disabilities Services (DDDS) approved provider of required services.

- D. 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.
- E. 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.
- F. 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.
- G. 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. The Contractor agrees to promptly notify the DEPARTMENT of any change in its ownership, business address, corporate status, and any other occurrence or anticipated occurrence that could materially impair the qualifications or ability of the CONTRACTOR to conduct business under this Contract.
- H. The CONTRACTOR shall not enter into any subcontract for any portion of the services covered by this Contract, except with the prior written approval of the DEPARTMENT, which shall not be unreasonably withheld. The requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, and other day-to-day operational expenses in support of staff providing the services covered by this Contract. No provision of this paragraph and no such approval by the DEPARTMENT of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the DEPARTMENT in addition to the total agreed upon cost under this Contract. For the purpose of this Agreement, licensed independent professionals including, but not limited to, physicians, psychologists, social workers and counselors shall not be considered "subcontractors" as that term is used in this paragraph.
- I. 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

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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.

- J. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110; lobbying or providing gratuities shall be strictly prohibited. By executing this contract, the contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the contractor shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- K. The Contractor agrees to 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 vendor’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, in whole or part, to the State, its employees or agents.
The Contractor further agrees to maintain sufficient professional liability insurance to protect against any liability which may arise in performing the terms of this agreement, and shall provide proof of such insurance upon signature of this agreement to DVR an annually thereafter.

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
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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

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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 and prior to any work being completed by the awarded Contractor(s) along with a current *Delaware Business License or proof of 501 (c) (3) non-profit status. The COI and Delaware Business License are to be provided to DVR annually or prior to the document(s) expiration.

*NOTE: 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](#).

V. ATTRIBUTION

The 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

- A. 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 outcome performance measures report, accreditation and accreditation evaluation; and updated insurance declaration and business license at the conclusion of the contract year, no later than October 31. The State reserves the right to suspend contracted services and/or payment until receipt of annual outcome performance measures report. The Contractor further agrees to conduct consumer satisfaction surveys on services as part of the annual outcome performance measures report and report. The report shall be submitted annually to the DVR Contracts Administrator at the conclusion of each contract year during the contract period.
- B. The CONTRACTOR shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately document the provision of reimbursed services for purposes of programmatic or financial audit. The CONTRACTOR agrees to maintain specific program records and statistics as may be reasonably required by the DEPARTMENT. The CONTRACTOR agrees to preserve and, upon request, make available to the DEPARTMENT such records for a period of three (3) years from the date services were rendered by the CONTRACTOR. Records involving matters in litigation shall be retained for three (3) years or one (1) year following the termination of such litigation (whichever is later).
- C. 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.
- D. The Contractor shall invoice items requested for reimbursement in accordance with DVR Authorizations to the attention of the DVR Counselor; and/or Attachment B-Budget Summary with required supporting documentation per services delineated in the Contract Attachments to the attention of the DVR Contracts Administrator or designee.

VII. REFERRALS

- A. 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 Standards 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.
- B. 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

- A. 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.
- B. 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.

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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:

Cerron Cade, Secretary of Labor

Date: _____

The Division of Vocational Rehabilitation, by:

Andrea Guest, Director

Date: _____

Contractor's Legal Name, by:

Authorized Signatory of the Contractor

Date: _____

ATTACHMENT 1

**CAREER / JOB DEVELOPMENT, FOCUSED JOB SEARCH,
EMPLOYMENT PLACEMENT & RETENTION SERVICES**

**I. GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL
REHABILITATION SERVICES**

- A. Contractor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Contractor shall provide written feedback to DVR on the progress of the client monthly, and consults with VR Counselor to discuss any substantive issues that arise during the time client is served. The Contractor shall utilize the DVR monthly reporting form located at:
<http://dvr.delawareworks.com/Contractors/forms.php>
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted and authorized by DVR.

**II. CAREER /JOB DEVELOPMENT, FOCUSED JOB SEARCH, EMPLOYMENT PLACEMENT &
RETENTION PROGRAM DESCRIPTION**

A. Program Description:

The Contractor shall provide job development; placement and retention services to individuals referred by DVR seeking an employment outcome consistent with his/her Placement Agreement and Individual Plan for Employment. The employment outcome shall be consistent with the individual's knowledge, experience, interests and abilities, and shall reflect his/her preference and with consideration of current labor market opportunities. Career /Job development, job placement and job retention services shall include but not limited to the following:

1. An initial meeting facilitated by the DVR counselor and client with input from the Contractor to develop a placement agreement that will identify the specific employment goal and terms and conditions of the career /job development, focused job search, employment placement, and retention services to be provided to the individual client.
2. Job search skills provided to DVR client, including resume development and update and/or or employment proposal, cover letters, teach appropriate grooming, dress and hygiene, as needed, develop job-interviewing skills, workplace readiness soft skills, and assist with application process and DE Joblink account tutorial, set-up and maintenance.
3. Client-specific job developments, including contact with appropriate employers, coordinate client job interviews.
4. Job analysis, which shall consist of identifying and evaluating the essential job functions, evaluating client's ability to perform the essential job functions, and as needed, developing a job training plan for those essential functions for the client to acquire using Attachment 1-B, Career Path Plan.
5. Direct intervention with employer as needed and requested by client, including assisting client with interview, orienting client to the job, work schedule, developing initial natural supports, and regular follow up with employer during the first 90 days of employment.
6. Transportation coordination/training (develop transportation arrangements).

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7. Coordination of financial issues as needed, including assist with coordination of financial support services, coordination of SSA benefits counseling, as well as other public and private sources.

NOTE: Placement Agreement is available at: <http://dvr.delawareworks.com/Contractors/forms.php>

B. Service Components: Career Path/Job development, Employment Placement and Retention & Advancement Service Requirements:

1. The Contractor shall provide services, as required and agreed upon by the VR counselor and client, and/or will provide follow up services for a minimum of 90 days or a period of time agreed upon by the DVR counselor, Contractor and the client.
2. Placement Agreement must be signed by the client, Contractor and counselor. Prior to employment placement, monthly progress reports will be submitted to the VR counselor utilizing DVR documentation standards. Once a client is placed in a job, a DVR placement report will be provided within two weeks (14 days) of placement, and every 30 days thereafter throughout the 90 day retention period. Upon transmittal of the placement report a verification of employment shall accompany the placement report and signed authorization. Acceptable forms of employment verification are but not limited to by agreement with DVR as follows:
 - Pay stub or copy
 - Employment Verification Letter (Attachment 1-A)
 - Letter from employer on company letterhead
 - Direct deposit line item on client's bank statement
3. Employment start date email transmission identifying the first day of paid employment shall be sent to the assigned VR counselor within the first 5 days of employment. The email shall include information to meet federal reporting standards for DVR as follows:
 - Client name/DOB
 - Place of employment and local phone number (physical location where client is employed)
 - Start date of employment
 - Number of hours weekly
 - Hourly rate of pay
 - Address of Employer with city, state and zip; and phone number (physical location for client's employment)
 - Name of Supervisor and contact number
4. Contractor shall provide monthly written summary and evaluation of the individual's progress to the DVR counselor utilizing DVR documentation standards within two weeks (14 days) of their due dates. Report forms located at:
<http://dvr.delawareworks.com/Contractors/forms.php>

III. PAYMENT RATE AND SCHEDULE

- A. Compensation shall be paid to Contractor at the total rate of **Two Thousand Six Hundred Dollars (\$2,600.00)** for career/job development, focused job search, employment placement and retention. Payment shall be made according to the following schedule:
1. **Four hundred dollars (\$400.00)** will be approved for payment by DVR after no less than 30 days of job development services as documented in a progress report according to DVR standards in addition to receipt of a résumé for the client being served.

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2. **One thousand two hundred dollars (\$1,200.00)** will be approved for payment by DVR when an initial placement is made consistent with the terms of the Placement Agreement and accepted by the client.
3. **One thousand dollars (\$1000.00)** will be approved for payment by DVR if and when the DVR client has achieved ninety days of successful employment on the job for which payment on the initial placement was made, and employment is stable.

B. Contingencies for payment applicable to the client, counselor and Contractor scenario.

1. In the event that placement is made where that Contractor becomes the employer of the client referred for placement, DVR shall pay Contractor one thousand three hundred dollars (\$1,300.00) if and when the DVR client has achieved ninety days of successful employment on the job. The Contractor as the employer of the client shall be defined as employment where the Contractor assumes responsibilities for wages, benefits (if applicable) and place of employment for the client.
2. In the event that two clients are placed in part-time positions developed from a single vacant position under this agreement, DVR shall pay Contractor eighty percent (80%) of the total placement rate for each client or two thousand and eighty dollars (\$2,080.00).
3. For multiple employment placements, DVR shall pay the full placement rate of \$2,600.00 for the first two clients placed, and shall pay only the third placement point of \$1,000.00 for all others that meet the definition of multiple placements. Multiple placements are defined for the purpose of this agreement as two or more clients being placed with the same employer, through the same hiring authority, who begin employment at the same site within two calendar weeks of each other.
4. Payment shall be made by authorization duly issued and signed by a DVR Counselor. DVR will not be responsible for payment of services initiated in the absence of a valid written authorization. DVR will refer a client to the Contractor for exclusive provision of employment placement services during the period of time the placement authorization is in effect (see Section IV Referrals below). The Contractor may collaborate with another Contractor who has a placement agreement with DVR, the two providers may share employment placement fee as agreed between the parties on a successful placement. Or a Contractor may collaborate with DVR Business Relations Specialist Unit; as per this collaboration payment shall be at 60% to the Contractor for a successful outcome.
5. Employment Placement authorizations, which were issued by DVR ninety days or less prior to the effective date of this agreement or carry forward into the next fiscal year and remain active because an employment placement has not yet been achieved, shall be re-issued at the beginning of the new fiscal year. If there is a rate increase the re-issued authorization shall be at the increased rate under the terms of this agreement.
6. Under the terms of this agreement the Contractor may be paid for Career Path Employment Services at 50% for employment advancement placement of a client within 12 months of service; based upon date of DVR referral to the identified Contractor. Advancement is defined as an increase in hourly rate through a promotion and/or increase in work responsibilities with same or new employer; and/or application for a promotion that results in an interview or job offer.
7. It is incumbent upon the Contractor to provide services to a DVR client to achieve a successful outcome to be paid milestones in full. It is an expectation of DVR that the Contractor will work with a client to develop a career plan and secure employment & retain employment for 90 days; and is required

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to provide services to a client for multiple employment placements within a 12 month period without additional payment milestones. After 12 months from the initial referral and documentation of due diligence by the Contractor in service to the client; milestone payments will refresh at 80% and service plans will be updated.

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 thirty (30) days after service is completed, including all reports required under this agreement. All required documentation of service and reports must be included with the authorization in order for the Contractor to receive payment in full.

IV. REFERRALS

A. Every authorized client referral for services shall be a written authorization accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor shall submit additional documentation in accordance of this agreement as deemed necessary that will allow the Contractor to make timely and appropriate decisions in serving DVR clients. Referral documentation submitted to the Contractor may only be interpreted and utilized by qualified staff. Following receipt of referral, the Contractor is required to contact the DVR counselor to schedule a meeting with the customer and DVR counselor to complete a Job Placement - Coaching and Supported Employment Agreement prior to providing services. No payment shall be made for services under this purchase of service agreement in the absence of a written referral authorization. **DVR and the Contractor will agree upon a list of information and documents that will accompany a referral, to enable the Contractor to provide services as requested.** Examples of referral information documents include but not limited to the following:

1. Employment goal
2. Current vocational assessment data, e.g. Career Compass
3. Detailed employment history and brief service history
4. Detailed education, trainings, and/or certifications or licenses
5. Criminal background information
6. Certificate of determination and/or current status of limitations, e.g. job site/job duties concerns, stamina for standing and/or length of work day, lifting restrictions, environmental issues i.e. hot/cold, indoor/outdoor, working around men, women and/or children
7. Preferred number of hours per day/per week and preferred wages
8. Mode of Transportation, e.g. public, personal vehicle or assisted transportation and/or the anticipated level of need.
9. Location of employment, e.g. distance willing to travel for employment
10. Benefits status and/or projected need
11. Psychiatric/Psychological information (current within 3 years) as applicable
12. Division of Developmental Disabilities Service status

B. Authorized client referral for placement services shall be an exclusive standardized DVR referral to the designated service provider a period of time negotiated by the DVR counselor, the Contractor, and the client at the time of the signing of the Placement Agreement. **The terms of the Placement Agreement shall not exceed ninety days. DVR agrees to honor a valid Placement Agreement as written for the time period authorized.**

Should an authorized client secure employment through his/her own efforts, or the efforts of the DVR counselor or the DVR in-house placement specialist, and the designated Contractor provides appropriate documentation of direct placement activity with that client, DVR shall pay the Contractor for

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60% of the total placement rate for career /job development placement, and retention services in accordance with the provisions of the signed Placement Agreement.

Direct placement activity shall be defined as Contractor documented completion of agreed upon activities as specified within the Placement Agreement and Individual Employment Plan (IPE).

Should the DVR counselor or client become dissatisfied with Contractor services, the concerned parties should meet and discuss the problem with the Contractor. If no improvement in service is noted as determined by the client and the DVR counselor; the DVR counselor shall be obliged to remove the client from the program and nullify the terms and conditions of the Placement Agreement. The Contractor must be notified in writing of such action within five (5) days of the decision to discontinue services.

V. REPORTING

The Contractor shall provide written monthly activity reports to the DVR counselor regarding job development activities aligned with Placement Agreement and /or IPE prior to employment placement using the *Job Placement – Coaching and Supported Employment Progress Report* at:

<http://dvr.delawareworks.com/Contractors/forms.php>

It is incumbent upon the Contractor to submit written documentation (Attachment 1-A Employment Verification or other acceptable documentation of 90 days of employment) as prescribed above and at 90 days of successful employment to the assigned DVR counselor with the signed authorization to receive payment for services.

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Department of Labor
4425 N. Market Street
Wilmington, DE 19809-0858

Case Manager: Attachment 1-A
Phone:
Fax:

EMPLOYMENT VERIFICATION

Day 1 Day 30 Day 60 Day 90 Other _____

START DATE OF EMPLOYMENT _____

END DATE OF EMPLOYMENT _____

EMPLOYER NAME _____

EMPLOYER ADDRESS _____

EMPLOYER PHONE NUMBER _____

POSITION/JOB TITLE _____

HOURS WORKED PER WEEK _____

HOURLY WAGE \$ _____

Permanent Position Yes No Temporary Position (less than 150 days) Yes No

Name of Participant (Print) _____

Signature of Participant _____

Date

Signature of Employer _____

(Not necessary if you are submitting copy of a pay stub) Date

<input type="checkbox"/> Health Insurance	<input type="checkbox"/> Family Leave	<input type="checkbox"/>
<input type="checkbox"/> Clothing/Uniform	<input type="checkbox"/> Holidays	<input type="checkbox"/> Child Care
<input type="checkbox"/> Dental Insurance	<input type="checkbox"/> 401K	<input type="checkbox"/> Other
<input type="checkbox"/> Allowance		
<input type="checkbox"/> Life Insurance		
<input type="checkbox"/> Vacation	<input type="checkbox"/> Sick	

Complete this portion if this is telephone verification:

Name of Individual Contacted: _____

Title of Individual _____

Name of Staff Person _____

Date

NOTE: If using paystub for documentation, the participant must sign off on this form and a copy of the paystub MUST be attached.

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ATTACHMENT 2

COMMUNITY BASED WORK ASSESSMENT

I. GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL REHABILITATION SERVICES

- A. Contractor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Contractor shall provide written feedback to DVR on the progress of the client, and consult with VR Counselor to discuss any substantive issues that arise during the time client is served.
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.

II. COMMUNITY BASED WORK ASSESSMENT PROGRAM DESCRIPTION

The Contractor shall provide community based work assessments to clients referred by DVR. The purpose of the assessment is to evaluate client's level of performance relative to identified integrated employment in the community. Contractor shall provide an overview of any equipment and tools used in the particular job.

- A. Contractor shall secure a location to provide the assessment; and develop specific assessment objectives for the client referred.
- B. Contractor shall address the following dimensions, and document the results, according to DVR standards:
 - 1. Does the person have the skills and abilities required to perform their preferred work activities?
 - 2. Are there limitations that impact the person's job performance not previously noted by the rehabilitation counselor?
 - 3. Describe client's interpersonal interaction with supervisors and co-workers.
 - 4. Can the person transfer learning from one task to another?
 - 5. Identify job tasks the individual performs well.
 - 6. Describe the individual's family and natural support system and how it support or fail to support employment goals?
 - 7. Identify all areas of concern that must be addressed relative to the client and document on written report, as well as discuss as needed with the DVR counselor.
- C. Contractor will provide client with real work experiences in a community employment setting for a minimum of four (4) hours each session to ensure the individual sufficiently understands all the requirements of the job, and has an opportunity to demonstrate competency of those job duties/tasks.
- D. Paid work experiences, internships and volunteer experiences are considered community based assessment sites with the condition that the positions and job duties the client is being assessed in are equivalent to the job duties and positions for paid employees within the same assessment sites.

III. PAYMENT RATE AND SCHEDULE

Compensation shall be paid to the Contractor by DVR at the rate of **Four Hundred and Twenty-Five Dollars (\$425.00) for each unit of service, which is one day** (day - minimum of four [4] hours) of service authorized by the DVR counselor, upon completion of the authorized unit(s) of service, and transmittal of assessment report.

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 ten (10) working days after service is completed, including a report completed on DVR Community Based and Supported Employment Assessment Form (Attached). All required documentation of service and reports must be included with the authorization in order for the Contractor to receive payment.

DVR agrees to pay Contractor for work performed to plan and arrange for services in the amount of first full day fee if the DVR client fails to appear for or attend the community based work assessment appointment as scheduled.

IV. REFERRALS

Every authorized client referral for services shall be a written authorization accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor shall submit additional documentation in accordance of this agreement as deemed necessary that will allow the Contractor to make timely and appropriate decisions in serving DVR clients. Referral documentation submitted to the Contractor may only be interpreted and utilized by qualified staff. Following receipt of referral, the Contractor is required to contact the DVR counselor to schedule a meeting with the customer and DVR counselor to complete a Job Placement - Coaching and Supported Employment Agreement prior to providing services. No payment shall be made for services under this purchase of service agreement in the absence of a written referral authorization. **DVR and the Contractor will agree upon a list of information and documents that will accompany a referral, to enable the Contractor to provide services as requested.** Examples of referral information documents include but not limited to the following:

1. Employment goal
2. Detailed employment history and brief service history
3. Detailed education, trainings, and/or certifications or licenses
4. Criminal background information
5. Certificate of determination and/or current status of limitations, e.g. job site/job duties concerns, stamina for standing and/or length of work day, lifting restrictions, environmental issues i.e. hot/cold, indoor/outdoor, working around men, women and/or children
6. Preferred number of hours per day/per week and preferred wages
7. Mode of Transportation, e.g. public, personal vehicle or assisted transportation and/or the anticipated level of need.
8. Location of employment, e.g. distance willing to travel for employment
9. Benefits status and/or projected need
10. Psychiatric/Psychological information (current within 3 years) as applicable
11. Division of Developmental Disabilities Service status

V. REPORTING

The Contractor shall provide written monthly activity reports to the DVR counselor regarding activities aligned with Placement Agreement and /or IPE prior to employment placement using the *CBWA Report* at:

<http://dvr.delawareworks.com/Contractors/forms.php>

ATTACHMENT 3
JOB COACHING SERVICES

I. GENERAL ELEMENTS APPLICABLE TO ALL VOCATIONAL REHABILITATION SERVICES

- A. Contractor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry.
- B. Contractor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with VR Counselor to discuss any substantive issues that arise during the time customer is served.
- C. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.

II. JOB COACHING SERVICES PROGRAM DESCRIPTION

A. The Contractor shall provide job coaching services to clients referred by DVR that assist an individual to perform the essential functions of the job, address job related issues, or other issues that impact job performance, so that the client can successfully achieve an employment outcome. Job coaching services may be provided at the job site, or other appropriate location as required. The services provided shall be consistent with the current standards and practices of the industry, certification and accreditation organizations. Job coaching services shall include:

- A. Employment-related skills training (train customer on specific work behaviors to the satisfaction of the employer, work schedule time management training, workplace communication skills training), and
- B. Maintenance of appropriate work and interpersonal behaviors (develop and implement fading plan, maintain appropriate behaviors to the satisfaction of the employer, teaching job tasks, short-term training follow-up with customer), and
- C. Other training needs as agreed upon by the VR counselor and consumer. May include some of the following (elementary money management, coordinate job accommodations and natural supports, recommend assistive technology evaluation, training in the use of public transportation), and
- D. Progress reports at least on a monthly basis to DVR.

III. JOB COACHING WITH AMERICAN SIGN LANGUAGE SUPPORT SERVICES PROGRAM DESCRIPTION

The Contractor shall provide job coaching services to a consumer referred by DVR who communicates using American Sign Language, and who requires supports in order to successfully maintain employment. Contractor should be able to communicate with and understand deaf consumers using their expressive and receptive communication skills. Contractor may perform some interpreting as incidental nature of the job coaching with communication supports.

The Contractor shall provide job coaching services to clients referred by DVR that assist an individual to perform the essential functions of the job, address job related issues, or other issues that impact job performance, so that the client can successfully achieve an employment outcome. Job coaching services may be

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provided at the job site, or other appropriate location as required. The services provided shall be consistent with the current standards and practices of the industry, certification and accreditation organizations. Job coaching services shall include:

- A. Employment-related skills training (train customer on specific work behaviors to the satisfaction of the employer, work schedule time management training, workplace communication skills training), and
- B. Maintenance of appropriate work and interpersonal behaviors (develop and implement fading plan, maintain appropriate behaviors to the satisfaction of the employer, teaching job tasks, short-term training follow-up with customer), and
- C. Other training needs as agreed upon by the VR counselor and consumer. May include some of the following (elementary money management, coordinate job accommodations and natural supports, recommend assistive technology evaluation, training in the use of public transportation), and
- D. Progress reports at least on a monthly basis to DVR.

IV. PAYMENT RATE AND SCHEDULE

A. DVR Deaf and Hard of Hearing Clients:

Compensation shall be paid to the Contractor by DVR at the rate of **Sixty-dollars (\$60.00)** for each unit (hour) of service authorized by the DVR counselor upon completion of the authorized unit(s) of service as documented in a completed Job Placement - Coaching and Supported Employment Progress Report (Attached). Authorized job coaching hours consist of direct hours of service to the client or on behalf of the client at the job site are billable. Travel time and other activities incidental to the provision of services are not considered billable hours.

B. DVR Clients:

Compensation shall be paid to the Contractor by DVR at the rate of **Fifty-five dollars (\$55.00)** for each unit (hour) of service authorized by the DVR counselor upon completion of the authorized unit(s) of service as documented in a completed Job Placement - Coaching and Supported Employment Progress Report. Authorized job coaching hours consist of direct hours of service to the client or on behalf of the client at the job site are billable. Travel time and other activities incidental to the provision of services are not considered billable hours.

*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 thirty (30) days after service is completed. **All required documentation of service and reports must be provided in order for the Contractor to receive payment.***

V. REFERRALS

Every authorized client referral for services shall be a written authorization accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor shall submit additional documentation in accordance of this agreement as deemed necessary that will allow the Contractor to make timely and appropriate decisions in serving DVR clients. Referral documentation submitted to the Contractor may only be interpreted and utilized by qualified staff. Following receipt of referral, the Contractor is required to contact the DVR counselor to schedule a meeting with the customer and DVR counselor to complete a Job Placement - Coaching and Supported Employment Agreement prior to providing services. No payment shall be made for services under this purchase of service agreement in the absence of a written referral authorization. **DVR and the Contractor will agree upon a list of information and documents that will**

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accompany a referral, to enable the Contractor to provide services as requested. Examples of referral information documents include but not limited to the following:

1. Employment goal
2. Detailed employment history and brief service history
3. Detailed education, trainings, and/or certifications or licenses
4. Criminal background information
5. Certificate of determination and/or current status of limitations, e.g. job site/job duties concerns, stamina for standing and/or length of work day, lifting restrictions, environmental issues i.e. hot/cold, indoor/outdoor, working around men, women and/or children
6. Preferred number of hours per day/per week and preferred wages
7. Mode of Transportation, e.g. public, personal vehicle or assisted transportation and/or the anticipated level of need.
8. Location of employment, e.g. distance willing to travel for employment
9. Benefits status and/or projected need
10. Psychiatric/Psychological information (current within 3 years) as applicable
11. Division of Developmental Disabilities Service status

VI. REPORTING

The Contractor shall provide written monthly activity reports to the DVR counselor regarding activities aligned with Placement Agreement and /or IPE prior to employment placement using the *Job Coaching Report* at:

<http://dvr.delawareworks.com/Contractors/forms.php>

STATE OF DELAWARE
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APPENDIX F

CHOICES Booklet Marketing Page: Instructions are embedded in the document. This is designed to be a public resource page for clients and counselors to make informed choices about selecting service providers. This is DVR's resource manual

CHOICES BOOKLET- Marketing Page

**Agency
Address**

Counties Served: NCC, Kent, Sussex (please remove counties you don't serve)

AGENCY/ADMISSION CONTACT:

PHONE:

FAX:

SERVICE:

AGENCY DIRECTOR CONTACT: name

PHONE: number

CELL: number

E-Mail: address

TARGET POPULATION:

- E.g. Adults ages 21-61 eligible under Order of Selection Category 1- most significant disabilities or Adults eligible under Order of Selection Category 1, 2 & 3 with criminal histories or Consumers who utilize ASL communication.
- Identify your niche market of clients you best serve
- Capacity of individuals annually
- Serving Statewide, NCC, Kent and/or Sussex County. Identify which county's you will provide services

SERVICE OUTCOMES:

- Identify the average length of service (LOS) it takes consumers to go from referred to closed ; e.g. LOS on average is 180-200 days

PROGRAM DESCRIPTIONS:

- Identify your particular services or strategies you employ in providing service
- Identify particular career categories you are most effective securing employment (list top 3). We know that employment pursuits are choice driven by the client but we also know the providers each have their specialties. DVR wants to build on the strength of your agency in what it does well.

INTAKE REFERRAL INFORMATION REQUESTED:

- What is the data you need to hit the ground running to provide meaningful service on day One of a referral

TRANSPORTATION:

- Do you assist with transportation by providing it in the job search portion or do travel training or none of the above.
- Please provide an answer, even if it is none.

DVR REPORT CARD: -- DVR will fill out annually using Contractor and DVR AWARE data. Contractors are required to submit outcome data quarterly by service and county.

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APPENDIX G

Contractor's Organizational Flow Chart
Inclusive of Staff Directory with phone, cell and email contact information

Instructions:

Use Microsoft Word Doc format or Microsoft Publisher as applicable