

Contract No. SP04302012
Effective Date: June 1, 2012

Agreement Between

**Delaware Department of Labor
Division of Employment & Training
4425 North Market Street
Wilmington, Delaware 19802**

And

Professional Staffing Associates, Inc.

This agreement is made and entered into by and between the Department of Labor, Division of Employment and Training (hereinafter called "Client") and Professional Staffing Associates, Inc. (hereinafter called "Consultant").

1. Obligations

The amount of funds obligated with this agreement is \$33,000.

These funds cover the Agreement period June 1, 2012 to May 30, 2013

2. Services

Consultant, as an independent contractor, agrees to provide the services specified in this Agreement.

These services include implementing, coordinating, and monitoring the Employment Service Specialists (ESS) training program for the Division statewide. The Employment Service Specialists (ESS) Training program will cover three basic areas of need. They are Programs, Systems and Personal Development. Within each area specific competencies are identified.

Programs to be included but not limited to include; Wagner-Peyser and WIA Laws, Rules and Regulations, Case Management Techniques, Interviewing Styles, Job Search, Assessment/Testing, and Labor Market Information.

Systems: would include various computer systems, and software needed to perform the daily functions of the ESS. Some of these topic would include; Delaware JobLink, Microsoft Outlook, Excel, Word and effective use of the internet.

Personal Development: this would include classes which would enable the ESS to create a basic foundation that could be built on to create personal growth. Some of these topics would include written communication, organizational skills, dealing with difficult customers and conflict resolution. Areas of human services such as sociology and psychology will also be explored.

3. The Consultant will:

Oversee the process and develop/provide portions of the training as well as document the process. They would also evaluate the program on an on-going basis and make recommendations for updated or additional training required by staff. The consultant will be responsible to review training feedback provided by staff and ensure that each employee is progressing in their training plan. This will include tracking of customer complaints and resolutions, employee reviews and career ladder promotions.

4. Michele Jones-Skinner and Priscilla Turgon will provide services funded through this Agreement as outlined in the Product Description on page 3 of Response to Request for Proposal submitted 4/20/2012 by Professional Staffing Associates, Inc.

Additionally, the Consultant will create a timeline to implement the project including a pilot with an estimated start date of 7/1/2012.

5. Compensation

Consultant shall be compensated at an hourly rate of \$30.00, approximately 20 hours per week. Monthly payments will be contingent upon the submission of benchmarks as outlined in the project timeline and approved at the discretion of the Division of Employment and Training. Consultant shall also be reimbursed for travel at a rate of 55.5 cents per mile. The estimated total mile for the year is 5,400.

6. Billing

Consultant agrees to submit an invoice and monthly reports (to be determined).

7. Modification

Either party may at any time during the term of this agreement request a modification. Request for the modification of this Agreement shall be in writing, specifying the changes sought and the reason therefore. The parties shall review the modification request in terms of law, regulations and program goals. Should the parties consent to the modification of the Agreement, then a modification will be drawn, approved and executed. No modification will have effect unless executed under the terms of this paragraph.

8. Confidentiality

Consultant agrees to retain information disclosed in performance of this agreement in confidence and not to publish, make available, or otherwise disclose any portion of such information to any third party except with the prior expressed written consent of the Client. Consultant agrees to use his best efforts and all reasonable precautions to assure that such information disclosed by the Client either verbally, in written materials, or by electronic data storage media is properly protected from unauthorized access by any third party.

9. Termination for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the Client shall give notice in writing of the event of default. If the Consultant fails to cure the default in thirty (30) days, Client shall terminate this Agreement, by giving written notice to the Consultant of such termination and specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, assessment, training or outcome information documentation and reports prepared by the Consultant under this Agreement shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of the Agreement by the Consultant, and the Client may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Client from the Consultant is determined.

10. Termination for Convenience

The work performed under this agreement may be terminated, in whole, or from time to time, in part, by the Client whenever the Client determines that such termination or suspension is in the best interest of the program. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective.

In no instance shall a termination for convenience be effective in less than (10) ten days after receipt thereof.

After receipt of the notice of termination the Consultant shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Consultant shall exercise all reasonable diligence to accomplish the cancellation or diversion or outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such commitments, the Consultant agrees to:

Settle all outstanding liabilities, and all such claims arising out of such cancellation of commitments, or ratify all such agreements; and

Assign to the Client in the matter, at the time and to the extent directed by the Client all the rights, title, and interest of the Consultant under the orders and subcontractors so terminated. The Client shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Agreements.

11. Release

In consideration of execution of the Agreement by the Client, the Consultant agrees that simultaneously with acceptance of final payment by the Consultant under this Agreement, it releases and forever discharges the Client of and from any and all claims, demands, and liabilities whatsoever of every name and nature, both in law and in equity, arising from, growing out of, or in any way connected with this Agreement; save only such claims, demands, and liabilities as are expressly accepted in this instrument.

12. Fiscal Limitations

The Client's fiscal obligations to the Consultant under this Agreement are limited to funds allocated and received for the Program by the Client. If sufficient funds are not appropriated by the Delaware General Assembly or the appropriate Federal agency to sustain in whole or in part, the Client performance under this agreement, or if such appropriation is reduced such that its amount is insufficient to sustain said performance, this agreement shall be null & void at the insistence of the Client.

13. Hold Harmless

The Division of Employment and Training will be held harmless by the Consultant against all claims or litigation for damages, injury, or for other claims which may arise during the course of operation of the activities specified in this agreement.

14. Purchase Order

The rights and obligations of each party to this Agreement are not effective and no Party is bound by the terms of this Agreement, unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, if required by the State of Delaware Accounting and Budget Manual, and all procedures of the Department of Finance have been complied with. The obligations of the Department under this Agreement are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to the Contractor's receipt of the Purchase Order.

Signatory for
Department of Labor

Signatory for
Professional Staffing Associates, Inc.

Original on File

Original on File

Thomas M. Smith
Director, Employment & Training

Priscilla Turgon
President

5 / 16 / 12
Date

05/09/12
Date