

PROVIDER AGREEMENT – YOUTH AMBASSADOR (YA)

- I. This signed document will serve as a "provider agreement" between the Pennsylvania Office of Vocational Rehabilitation (OVR) and the provider organization named below. By signing this agreement, the provider organization agrees to provide "Youth Ambassadors" as defined within this document for the fees also defined herein.
- II. This provider agreement is not intended to and does not create any contractual rights or obligations with respect to OVR, the provider agency or any third parties. This agreement is not a contract.
- III. OVR is not obligated to purchase any services from the provider, and the provider is not obligated to provide services for OVR customers. Services will not be provided unless and until a purchase order is issued by OVR to the provider.
- IV. This provider agreement will expire five years from the date of the last signature at the end of this document unless it is terminated on an earlier date. Either party to this provider agreement may terminate the agreement at any time, upon 15 days written notice to the other party.
- V. The provider organization will submit the specified Qualifying Documentation, as defined below in Section G under the heading "Approval Process," to the District Office involved with the specific provider for review. The District Administrator will send all documents to OVR's Central Office for final review by Regional Vocational Rehabilitation Specialist.

VI. Scope of Services

The provider will hire Youth Ambassadors (YAs) within their service area in collaboration with their local OVR district office (DO). The YA shall work collaboratively with teachers, OVR, Local Education Agencies (LEAs) Transition Coordinators, and Pennsylvania Training and Technical Assistance Network (PaTTAN) and Bureau of Special Education (BSE) staff to improve the transition of students with disabilities from school to postsecondary education or an employment outcome.

YAs will participate in local and statewide meetings, assist with program development, assist in the development of youth engaging media and support students with disabilities in their communities.

A. First Term Pre-Employment Transition Services (Pre-ETS) Objectives

- Observe work tasks in a community integrated work environment by participating in up to 40 hours of job shadowing and informational interviewing to learn how to effectively advocate for students with disabilities.
- Learn basic components of becoming an effective self-advocate by participating in up to 90 hours of training and mentoring from Transition Employment & Agency Mentor (TEAM) Navigator, IU Transition Training and Consultation (TAC) staff, the Pennsylvania Youth Leadership Network (PYLN) and PaTTAN Transition Leads to develop self-advocacy skills and work-place readiness training.
- Learn about specific types of soft skills (Ex: communication, teamwork, networking, critical thinking, professionalism, time management, accepting constructive feedback) and the type of behaviors associated with them.

B. Second Term Pre-ETS Objectives

- Develop decision-making skills to make informed choices about their future training and employment.
- Be able to discuss how their disability impacts them (in school, work, home, community).

- Be able to model and demonstrate self-advocacy skills to other students with disabilities.
- Participate in work tasks in a community integrated work environment of interest.
- Identify and practice work appropriate behaviors.

C. Provider Requirements:

- Be an Intermediate Unit (IU) or a special education professional development/technical assistance program.
- Serve a maximum of 4 students with a disability within their identified service area.
- Maintain a maximum ratio of 4 students to 1 worksite supervisor at an identified worksite location. Students are not required to work together at the site.
- Ensure that the work (as identified in the YA job description) done by the student with a disability shall not displace regular employees at the employers' worksite.
- Create a diverse workload for the YA position that may be remote, virtual or onsite. Travel to meetings may be required.
- Develop a schedule of YA weekly hours that may vary but will average 10 hours per week and not exceed 20 hours per week. Scheduling of weekly work hours should be done in compliance with the Commonwealth's Child Labor Laws which restrict working hours according to age.
- Maintain a positive working relationship with their local education partners, OVR and service providers.
- Pay YAs at least \$12.00 per hour.

D. Student Candidates

- Must be enrolled in final 2 years of high school and a current OVR customer in a plan status.
- Must have excellent human interaction skills to build cooperative working relationships with students as well as agency partners in the provision of services.
- Must be a strong self-advocate.
- Must have interest/experience in working with youth or peers.
- Must be willing to travel as needed.
- Must be able to pass a Criminal Background Check/Childline Clearance.
- Must be proficient with PC, office equipment, related software programs, social media and the internet.
- Students from a diversity of backgrounds and identities, such as people of color, LGBTQ+ individuals, English Language Learners, students from low-income backgrounds and students from rural and urban communities, are encouraged to apply.

VII. Program Goals for the YA

A. First Term

- 1. Participate in monthly virtual YA network meetings led by PaTTAN, IU TAC, PYLN and OVR Transition staff.
- 2. Engage in PYLN training for onboarding affiliate sites.
- 3. Give updates to State Leadership team.
- 4. Review materials for the youth perspective.
- 5. Participate in photos, trainings and webinars to speak about being a youth with a disability.
- 6. Provide activity reports to the OVR Regional Transition Specialist and submit a Final Report at the end of the school year.
- 7. Meet at least three (3) times during the school year with the OVR Regional Transition Specialist and/or other appropriate OVR staff for monitoring.

- 8. Attend local Transition Coordinating Council (TCC) meetings.
- 9. Maintain regular contact and attend meetings with local DOs if invited.
- 10. Encourage students to return OVR Transition Services Customer Satisfaction Surveys.

B. Second Term

- 1. Participate in monthly virtual YA network meetings led by PaTTAN, IU TAC, PYLN and OVR Transition staff.
- 2. Provide the youth voice in directing and supporting the work of PDE/BSE, PaTTAN, Local Intermediate Units, LEAs, OVR and PYLN.
- 3. Mentor other youth to develop and enhance leadership skills.
- 4. Engage with PDE/BSE, PaTTAN, Local Intermediate Units, LEAs, OVR and PYLN to give the perspectives of youth with disabilities and be informed by those perspectives.
- 5. Provide a model to state and local teams regarding effective youth engagement strategies and activities.
- 6. Assist in expanding the network of PYLN Affiliates across the state and engage in PYLN board meetings.
- 7. Attend and collaborate in youth functions including parent centers and agency partners.
- 8. Give updates to the State Leadership team.
- 9. Participate in photos, trainings and webinars to speak about being a youth with a disability.
- 10. Review materials for the youth perspective.
- 11. Participate in trainings and webinars to speak about being a youth with a disability.
- 12. Attend conferences and assist in facilitation of youth workshops and activities.
- 13. With support of supervisor, research, develop and write blog entries, youth newsletters, social media posts or podcasts to engage youth in their community.
- 14. Encourage students to return OVR Transition Services Customer Satisfaction Surveys.

VIII. Expected Outcomes for Provider (CWDS reports will be reviewed by OVR staff)

- 1. Per academic term, 85% of YAs will maintain measurable skills gain (MSG) by obtaining a 2.0 GPA or higher while enrolled in secondary education, as indicated by the receipt of semesterly grade reports.
- 2. Student Customer Satisfaction Surveys at program completion will have 85% favorable ratings.
- 3. OVR Staff Satisfaction Surveys at program completion will have 85% favorable ratings.

IX. Communication and Collaboration

- Referrals to be a YA will come from collaboration with the local OVR District Office (including Supervisory/ Management staff, Early Reach Coordinators [ERCs], Business Services Representatives [BSRs] and OVR Counselors). Students must be referred directly by OVR staff.
- 2. Marketing materials should include OVR's collaboration and must be reviewed and approved by OVR before public distribution.

X. Services

- 1. The student must be compensated for his/her work hours, and OVR will reimburse these funds through one of the methods defined below:
 - a. Student Stipend Stipend rate is variable but must be paid at a minimum rate that is equivalent to at least \$12.00 per hour. Provider must work with their internal payroll departments to determine the most effective method for providing the stipend to the student.
 - b. *Employer Reimbursement* Provides reimbursement directly to the employer for 100% of the individual's wages and is designed to reduce the expense of hiring new employees and training them. The reimbursement is paid to the employer by OVR for hours worked at up to 100% of the hourly wage. Wages must be paid at \$12.00 an hour or higher.

- 2. Provider will supply worksite supervisor for onsite coordination and support. A worksite supervisor teaches general job tasks to students and provides supervision and coordination at a worksite. Duties include: monitoring to ensure the YA is meeting expectations of the worksite and has the supports necessary to be successful; teaching skills and reinforcing skills; and coordination of student schedules. For those students requiring assistance arranging travel to and from the worksite, the worksite supervisor will assist in this planning. If someone other than the TEAM Navigator acts as the supervisor of the Youth Ambassador, OVR will reimburse the following:
 - **a. YA Orientation:** To cover costs to orient student to the job. Including, but not limited to: obtaining student work permit, worksite identification, coordination of student schedules, collaboration with OVR staff to conduct worksite training and transportation coordination for student. For students who receive Social Security or other public benefits, orientation must include referral and coordination of benefits planning services prior to student placement at a worksite. \$1000 upon receipt of confirmed student work schedule.
 - b. YA Worksite Supervision: Students with disabilities should be scheduled to work 4-20 hours per week. Worksite Supervision will be reimbursed by OVR at a cost of \$165 per week for a maximum of 30 weeks or \$4950 per year. May be group or individual and students must receive a minimum of 3 hours of supervision per week.

XI. General and Specific Standards

A. Worksite Supervisor

These individuals teach general job tasks to students and provide supervision and coordination onsite at the organization's office, community locations or virtually.

Duties include:

- 1. monitoring to ensure the YA is meeting expectations of the employer and has the supports necessary to be successful
- 2. ensuring that YA's work hours comply with child labor laws
- 3. coordinating with the YA's school to ensure that the position does not conflict with their educational requirements
- 4. teaching and reinforcing skills
- 5. coordination of student schedules
- 6. monitoring up to 4 students to ensure the student's and the employer's needs are being met.

Requirements:

- 7. A high school diploma or GED and at least 2 years of experience with youth and/or adults with disabilities is required
- 8. Or a bachelor's degree in psychology, disability services, social services, business, education or another related field.
- 9. Experience in job placement services and supports preferred.

B. Payment:

To ensure accuracy with billing, providers are required to submit billing invoices and reports within the timeframes defined for each service. Documentation listed must accompany each billing request for full payment. OVR may refuse payment for services that have not been properly documented or for incomplete or substandard services.

Only services identified through an Individual Plan for Employment (IPE) and included on the OVR authorization for services will be honored. If a provider chooses to provide any service prior to receipt of authorization, payment for those services may be denied.

C. Liability:

Providers are responsible for obtaining and maintaining general liability, workers compensation and employer liability insurances. The provider must present a certificate of general liability insurance as required by the Pennsylvania Department of Labor & Industry. This certificate will be uploaded to the provider's business folder in the Commonwealth Workforce Development System (CWDS).

D. Clearance and Employer Specific Requirements:

Providers are required to adhere to all state and federal laws and regulations pertaining to criminal background checks and child abuse clearances, including, but not limited to, the Pennsylvania Child Protective Services Act, 23 P.S. § 6301 *et seq.* Providers must complete the Criminal Background Check/Child Abuse Clearance Certification Form attached to this agreement. OVR expressly reserves the right to review said criminal background checks, worksite specific requirements and/or child abuse clearances at any time throughout the duration of this agreement.

E. State and Federal Reporting:

Federal reporting requirements under the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), 29 U.S.C. 701 *et seq.*, require OVR to collect information related to each customer. To ensure OVR can meet both federal and state reporting requirements, all OVR providers delivering services to eligible individuals must collect and supply information to OVR to receive payment for services provided. OVR may request the following information:

- 1. customer's first and last name
- 2. date of birth
- 3. current grade level
- 4. county of residence
- 5. contact information
- 6. name of school
- 7. progress reports
- 8. customer satisfaction surveys
- 9. student work schedules
- 10. student timesheets or paystubs
- 11. grade reports and
- 12. copies of degree or diploma.

All information collected related to each OVR customer is considered personally identifiable information, must be treated as strictly confidential and must not be shared with any individual or organization other than OVR. OVR will utilize the customer information supplied by providers for federal and state reporting purposes only.

F. Parental Consent and Engagement:

Securing parental consent and continued parent engagement will be important when working with transition age students. Providers must obtain parental consent to provide services to students under age 18. Parents have a key role in the success of their child and keeping parents informed about the activities and supports they can provide is critical. A procedure should be in place to share periodic updates with parents.

G. Approval Process:

Providers will be approved using a two-tier approval process that requires approval by the local OVR District Office District Administrator (DA) followed by the Central Office Transition Specialist. Providers will submit a signed agreement and all required documentation to the local OVR District Office DA to begin the approval process.

The local District Office DA will complete an initial review of the services identified by the provider. If the DA approves the provider as having the capacity, personnel and qualifications to provide the services, the DA will sign the agreement then submit it to the Statewide Provider Coordinator for review and final approval. All approved Provider Agreements will be placed in the appropriate CWDS Provider Business folder. The following documents are required for the review process:

1. For ALL providers:

- a. Signed Provider Agreement
- b. Completed Provider Profile

2. As applicable:

- a. Completed "W-9" form if not currently uploaded or if provider information has changed
- b. Signed "Verification Document for FBI, Act 34 and Act 151 Clearances" if not currently uploaded or if provider information has changed
- c. Copy of Professional Liability Insurance issued within last calendar year if not currently uploaded in CWDS

3. For NEW providers:

a. Completed "Provider Enrollment Form" in addition to the documents listed above

H. Period of Performance (POP):

OVR does not permit verbal authorizations for services, and all services must be authorized in writing on a valid OVR PO. No charges or amendments to this PO will be valid without written authorization from OVR.

Once canceled, no service dates past the cancellation date will be allowable for reimbursement, and no additional charges over the amount authorized by this PO will be made to OVR or the OVR client/customer/participant for whom services were provided under an open, valid OVR PO.

I. Billing:

No service should be provided without receipt of a PO from the OVR District Office. Providers are required to submit billing invoices and reports within the timeframes defined for each service. Goal progress reports (social, academic and employment goal progress) and grade reports must accompany each billing request for full payment. OVR may refuse payment for services that have not been properly documented or for incomplete or sub-standard services. No payment will be authorized for missed appointments.

To ensure accuracy with billing and review of documents with customers, providers are required to submit billing invoices and reports within 90 calendar days of the service being rendered. No payment will be authorized for travel time and/or missed appointments.

As a condition of receiving payment from OVR, services must be provided in accordance with the OVR purchase order (PO). The provider may not change or amend the PO. Any changes to the PO must be authorized in writing by the OVR Vocational Rehabilitation Counselor (VRC) prior to provision of services.

Services authorized on an OVR PO but not provided within 90 calendar days from the PO issuance date will be cancelled. After the VRC has discussed the cancellation with the vendor and customer, the vendor will receive notification of the PO cancellation in writing (email or mail). Once the PO is cancelled, services provided after the PO cancellation date will not be paid.

If a PO is cancelled before all listed services were provided, the VRC must determine the need for the unused services prior to re-authorization of those services. A new purchase order must be generated prior to the delivery of additional services. Vendors must develop a profile in CWDS to include the unique SAP number assigned. This will allow vendors to view and manage all open POs currently assigned to their organization. All vendor changes

must be reported to the local district office LOFA and the Vendor Data Management Unit (VDMU) to ensure accurate accounting and timely payment. VDMU can be contacted using one of the following:

E-mail: RA-PSC Supplier Requests@pa.gov

Fax: 717.214.0140

Web page: <u>Supplier Service Center</u>

Documentation listed must accompany each billing request for full payment. OVR may refuse payment for services that have not been properly documented or for incomplete or sub-standard services.

Payments will be made according to Commonwealth procedures established by OVR, the Office of Budget and Treasury Department. All invoices will be paid using the Automated Clearing House (ACH) system.

J. Virtual Service Provision:

Audio or video communication technology may be used to provide tele-support services to customers when inperson services are not feasible as requested and authorized by OVR. Worksite supervisors can use any non-public facing remote, accessible communication product that is available to communicate with customers. Providers are encouraged to use privacy protections while using video communication products.

The instructor must be present during virtual sessions. Pre-recorded sessions, concurrent sessions and/or use of stand-alone online curriculum are not allowable provider services under this agreement.

All information and documents must be accessible. Accommodations must be provided to students who need them. No person with a disability shall, based on the disability, be excluded from participation in virtual service(s) if available and deemed appropriate.

K. General Stipulations:

- 1. The service rate will remain in effect for a minimum of one (1) year and a maximum of five (5) years from the date of the final signature. Continuation of the program is subject to the availability of funds. Each year, OVR will forecast Pre-ETS spending and program performance, and determine the capacity to support these agreements at the discretion of the OVR Executive Director.
- 2. The service rate charge to OVR will be no higher than the lowest rate charged to other purchasers of that service. OVR will pay no more than the publicly advertised rates.
- 3. The provider agrees to bill OVR for services rendered within (90) calendar days of the date that the service is provided if specific reporting timeframes are not identified above.
- 4. All services must be pre-authorized; OVR cannot pay retroactively for services.
- Staffing and reports associated with services will be consistent with such requirements and arrangements consistent with prevailing OVR policies and practices and developed between the service provider and the local OVR office.
- 6. The provider agrees that OVR payment is payment in full; the OVR customer cannot be billed for remaining/additional costs.
- 7. If a drop-out policy is agreed upon by both parties, the conditions and related charges shall be specifically stated within this document.
- 8. Any change in services as presented will require collaboration and be agreed upon in writing by OVR and the service provider.
- 9. The provider agrees to sufficient staffing, both in numbers and experience/training, to deliver the described service(s).

- 10. If applicable, employees—both current and new hires—must have clearances and background checks as required by state and federal laws. These clearances will become part of the employee's permanent file and must be renewed every 60 months.
- 11. Once OVR issues service authorization, a contract has been created for the provider to deliver the service.
- 12. Information associated with services purchased by OVR will be accessible to authorized federal or state reviewers upon request.
- 13. The provider agrees to cooperate with any authorized federal or state audit requests associated with services purchased by OVR.
- 14. Providers understand that no persons with a disability shall, based on the disability, be excluded from participation in program service(s) or from activities provided through this Provider Agreement.
- 15. Providers should ensure that they maintain updated and accurate contacts in CWDS. Changes should be made in CWDS immediately, when possible, but no more than ten (10) days after the change occurs.
- 16. Providers shall participate in any meetings or trainings determined necessary by OVR. If a provider is unable to attend due to an extenuating circumstance, they are still responsible for understanding and adhering to OVR requirements and for any items which may have been discussed or disseminated at the meeting.
- 17. The provider agrees to maintain quality customer service by responding to customer contacts within five (5) business days and regular communication throughout the provision of services (at least every thirty [30] days).
- 18. The provider agrees to collaborate with OVR staff and promote positive relationships between OVR, schools, students, families and business partners.
- 19. The provider agrees to acknowledge the sponsorship of OVR with respect to any public statement, press release, news item or publication related to a provider site funded all or in part with funds from OVR. Provider further agrees to obtain a release of information from any OVR customer when such OVR customer is being used in any publication. The provider also agrees to identify the role of OVR with respect to any OVR customer highlighted or publicized by or through the provider.
- 20. The provider agrees to share all data related to placements, retention rates and/or any other OVR requested data that may be needed to demonstrate the cost benefits of a provider site. This de-identified, aggregate data, without the inclusion of any personal, private identifiable information, may be shared with schools, customers, families and other stakeholders as deemed necessary by OVR.
- 21. Any marketing of the program by the provider must not infer, imply or otherwise guarantee OVR funding for such services without prior authorization by OVR.
- 22. The provider understands the service cannot be subcontracted to another provider.

L. Conflict of Interest:

A conflict of interest exists when financial or other personal considerations may compromise or have the appearance of compromising the provider's professional judgement working with customers under their service agreement. Service providers shall not have any interest, financial or otherwise, or engage in any business transaction or professional activity that creates a conflict of interest, such as:

- 1. assisting or encouraging a customer in an endeavor that directly benefits the provider, the provider's family or a business with which the provider is associated;
- 2. having a financial interest in the customer's business or employment arrangement;
- 3. using customers to conduct business or services that results in profit to the provider;
- 4. providing financial or personal assistance to customers beyond that which the provider has agreed to provide under the service agreement;
- 5. using information gathered under this agreement for personal financial gain;
- 6. recommending purchases to customers or employees of the Commonwealth from which the provider or members of the provider's family has any financial interest;

- 7. using their position to secure personal or business privileges or favors from consumers or employees of the Commonwealth;
- 8. offering or giving to customers or employees of the Commonwealth anything of value, including a gift, loan, contribution or reward; and
- 9. soliciting or accepting from customers or employees of the Commonwealth anything of value, including a gift, loan, contribution or reward.

M. Monitoring of Service Provision:

Each year, a program report card will be reviewed by the Transition Unit. Any provider who does not meet the above criteria will be further monitored. Failure to meet program outcomes may result in the development of a corrective action plan or the termination of this agreement.

The provider will cooperate with all OVR monitoring activities and maintain documentation of service delivery. OVR reserves the right to monitor all activities and documentation associated with this Provider Agreement at the completion of year one (1).

This may include review by:

- 1. scheduled and unscheduled onsite visits;
- 2. solicitation of school, student, worksite and OVR staff feedback;
- 3. provider report card based on CWDS data;
- 4. review of required documentation;
- 5. evaluation of performance outcomes or
- 6. auditing of financial statements.

XII. Provider Specific Information

A. Services of Interest:

Table 1: YA Experience Service Codes

Add Code?	Service	Audience	Fee Code	Cost
	YA Orientation	Eligible OVR Customers	508011	\$1,000.00 (max of 1 unit)
	YA Worksite Supervision	Eligible OVR Customers	508012	\$165.00 (max of 30 units)
	YA Stipend	Eligible OVR Customers	508013	At least \$12.00/hour
	On the Job Training (OJT)	Eligible OVR Customers	59507	At least \$12.00/hour

B. Underserved Population to be Served (if applicable):

C. Service Area or Counties to be Served:

D.	Contact and Billing Information:			
	Provider Name:			
	Street Address:			
	City/State/Zip code:			
	Phone:			
	Email:			
	FEIN #:			
	SAP#:			
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VR Specialist approval to be granted electronically via the CWDS Service Application.				