



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 8, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #10** (Effective November 17, 2015)
CONTRACT NO. GSS13112A-TEMP_EMPL
Temporary Employment Services

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

| | |
|---|-----------|
| 1. MANDATORY USE CONTRACT..... | 2 |
| 2. CONTRACT PERIOD | 2 |
| 3. VENDORS | 2 |
| 4. SHIPPING TERMS | 3 |
| 5. PRICING | 3 |
| ADDITIONAL TERMS AND CONDITIONS..... | 4 |
| 19. HOW TO FILL A TEMPORARY POSITION | 12 |
| 20. ADDITIONAL POSITIONS..... | 13 |



KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

A portion of this contract has been established pursuant to 16 Delaware Code, Chapter 96 and is mandatory use for any “Agency of this State”. Pursuant to 16 Delaware Code, Section 9602 (1) “Agency of this State” shall included all counties, towns, school districts or any other entity which is supported in whole or in part by funds appropriated by the General Assembly.

2. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each Vendor’s contract shall be valid for a period from August 1, 2013 through June 30, 2014. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. This contract has been extended one year through June 30, 2015.
This contract has been extended one year through June 30, 2016.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Any vendor(s) awarded under this solicitation who does not bid, or for any reason whatsoever is not awarded a subsequent contract that has active placements shall have a requirement to transition placements within 90 days to any of the subsequently awarded vendor(s) under successor contracts, should the State desire placements. During that period of time, vendors shall perform in accordance with the terms and conditions of the award under which their placements were made. Such placements shall not incur any expense to the placed temporary employee or the State and non-compete agreements of any vendor(s) shall not prevent the opportunity of any current temporary placement to transition to a newly awarded vendor under successor contract.

3. VENDORS

[\(Return to Table of Contents\)](#)

*Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award. **The associated Pricing Spreadsheet document will also provide details on which vendor is awarded which position and their rates.***

| |
|--|
| SET ASIDE PLACEMENTS |
| GSS13112A-TEMP_EMPLV01 Delaware Association of Rehabilitation Facilities (DELARF) 100 W 10 th Street, Suite 103 Wilmington, DE 19801 FSF: 0000026637 |

| GENERAL TEMPORARY EMPLOYMENT PLACEMENTS | |
|---|--|
| GSS13112A-TEMP_EMPLV02 22ND Century Technologies, Inc. 160 Greentree Dr., Suite 101 Dover, DE 19904 FSF: 0000142590 | GSS13112A-TEMP_EMPLV03 Abacus Corporation 610 Gusryan Street Baltimore, MD 21224 FSF: 0000180210 |
| GSS13112A-TEMP_EMPLV04 Delmarva Temporary Staffing, Inc. PO Box 264 Rehoboth Beach, DE 19971 FSF: 0000026950 | GSS13112A-TEMP_EMPLV05 Eyak Services, LLC 5205 Leesburg Pike, Suite 1404 Falls Church, VA 22041 FSF: 0000142267 |
| GSS13112A-TEMP_EMPLV06 Goodwill Delaware 300 East Lea Blvd. Wilmington, DE 19802 FSF: 0000024324 | GSS13112A-TEMP_EMPLV07 InGenesis, Inc. 6609 Blanco Road, Suite 300 San Antonio, TX 78216 FSF: 0000180188 |
| GSS13112A-TEMP_EMPLV08 Kelly Services, Inc. 34 Reads Way New Castle, DE 19720 FSF: 0000022630 | GSS13112A-TEMP_EMPLV09 Premier Staffing Source, Inc. 4640 Forbes Blvd., Suite 200A Lanham, MD 20706 FSF: 0000142353 |

| SUBSTITUTE TEACHER, NURSE AND PARAPROFESSIONAL | |
|--|--|
| GSS13112A-TEMP_EMPLV07 InGenesis, Inc. 6609 Blanco Road, Suite 300 San Antonio, TX 78216 FSF: 0000180188 | GSS13112A-TEMP_EMPLV08 Kelly Services, Inc. 34 Reads Way New Castle, DE 19720 FSF: 0000022630 |
| GSS13112A-TEMP_EMPLV09 Premier Staffing Source, Inc. 4640 Forbes Blvd., Suite 200A Lanham, MD 20706 FSF: 0000142353 | |

Effective June 15, 2015 Eyak Services will no longer fill requests for "NEW" temporary employees.

4. SHIPPING TERMS

[\(Return to Table of Contents\)](#)

F.O.B. destination; freight pre-paid.

5. PRICING

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the initial contract year.

Extension one includes rate adjustments effective July 1, 2014 for Kelly Services, Inc. only.

Extension two includes rate adjustments effective July 1, 2015 for Kelly Services, Inc. and Premier Staffing Source, Inc. Additionally, an “ACA Common Law Employer Surcharge” allowing a per invoice fee, not to exceed \$8.00 for Safe Harbor Exception has been approved beginning July 1, 2015 for placements through Abacus Corporation.

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. REQUIREMENTS

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Temporary Employment Services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

11. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. SET-ASIDE

The following classifications/positions are set aside for Delaware Association of Rehabilitation Facilities (DELARF) for all three counties, in accordance with **Title 16, Subsection 9605, Delaware Code**. However, the State requests that all suppliers who submit a proposal also provide pricing for these positions for each county they bid so the State may compare pricing offered by all suppliers in the event DELARF is unable to fill a request.

- a. Accounting Technician
- b. Administrative Specialist I
- c. Administrative Specialist II
- d. Administrative Specialist III
- e. Data Entry Technician
- f. Supply, Storage, Distribution Clerk: This job classification is a partial set aside. Duties under this classification pertaining to *internal Mail distribution* are set aside.

- g. Operations Support Specialist
- h. Social Worker/Case Manager
- i. Clerical Assistant
- j. Telephone Operator
- k. Housekeeper
- l. DART – Reservationist
- m. DART – Customer Ride Checker
- n. Food Service Worker
- o. Food Service Director (added 11/17/15)

Additional positions are being added to the Set Aside grouping effective July 1, 2013. Any temporary employees currently placed under GSS12112B-TEMP_EMPL in one of the positions added to the Set Aside grouping would be permitted to continue in place until July 1, 2014 should a currently awarded vendor win a subsequent award while a transition strategy is developed. New placements under the successive awards will first attempt to be fulfilled by the Set Aside and only if they are unable to be filled through the Set Aside may be placed through the competitive proposal. It is the expectation that no later than July 1, 2014 all Set Aside positions will all be placed under the Set Aside award.

16. GENERAL REQUIREMENTS

a. CUSTOMER SERVICE

The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. Representatives should be available by phone, fax, or email (local or 800 number preferred).

b. USE OF SERVICES

These services shall not be used:

- 1) In lieu of the regular recruitment and hiring procedures.
- 2) To displace a State employee.
- 3) To circumvent controls on employment levels.

c. PERFORMANCE

Performance under this contract will be by individuals provided by a private sector firm. The Contractor, and not the State, is the legal responsible employer of the employees performing under this contract. The Contractor is responsible for supervision of their employees. Discipline problems are to be dealt with by the employer, not the using agency.

d. RECRUITMENT

The State will not use the procurement of temporary help for purposes of recruiting or obtaining candidates for employment by itself or by any other entity, and the State will not give any Contractor employee under this procurement any encouragement, assistance or opportunity in obtaining employment that is not provided to the general public.

e. **RESPONSE TIME**

The successful vendor in each category will be given a reasonable time as determined by the agency to fill a job order from the date of its placement. In the event that the successful vendor cannot fill the job order within a reasonable time as determined by the requesting agency, the requesting agency reserves the right to cancel the order and place it with another vendor. It is the State's intention, in all cases where possible and regardless of the size of the order, to provide timely and reasonable notice to the vendor concerning orders placed with them.

In an emergency situation where the requirement to fill a job is less than the normal response time and the successful vendor cannot fill the order, the requesting agency can cancel the order and place it with another vendor.

f. **SKILLS/BACKGROUND VERIFICATION**

The vendor is responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks including criminal background checks on all applicants prior to filling any State of Delaware position. Upon request of the State agency, the vendor must furnish related test scores/resumes and proof of background check of temporary personnel who are scheduled for interviews upon request of the State. All costs associated with skills and background verification are to be paid by the vendor.

Addendum #2: Background checks must be completed prior to a temporary employee being placed in any position with the State of Delaware. If the background check the vendor obtains contains anything other than clear they will notify the hiring Agency. It will be the hiring Agency's decision, based on the disposition and their internal hiring guidelines, whether or not to hire the candidate into the position. Refer to Pricing Spreadsheet – Addendum #4 or the most recent Addendum for the average turn-around time for background check completions.

g. **STATE EMPLOYMENT OF TEMPORARY PERSONNEL**

Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

h. **TRANSITION PERIOD**

Any vendor(s) awarded under this solicitation who does not bid, or for any reason whatsoever is not awarded a subsequent contract that has active placements shall have a requirement to transition placements within 90 days to any of the subsequently awarded vendor(s) under successor contracts, should the State desire placements. During that period of time, vendors shall perform in accordance with the terms and conditions of the award under which their placements were made. Such placements shall not incur any expense to the placed temporary employee or the State and non compete agreements of any vendor(s) shall not prevent the opportunity of any current temporary placement to transition to a newly awarded vendor under successor contract.

i. **TEMPORARY PERSONNEL LENGTH OF EMPLOYMENT**

The primary purpose of this contract is for vendor(s) to provide qualified employees to fill State positions on a temporary basis. The Statewide Contract is not intended to permanently replace any current State employee or position. At the same time, this contract can not dictate whether the agency requires a temporary employee for two weeks, or six months. However, in order to meet agency operational requirements and at the same time, promote maximum competition and business among potential and qualified vendors, it is recommended that the agency not retain any one employee for more than one year. Agencies should develop internal procedures to support this initiative.

The State reserves the right to limit the number of hours a temporary employee is permitted to work weekly.

j. **QUARTERLY MEETINGS**

Both the State and the Vendor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

k. **REPORTS**

Vendor will commit to checking in with requesting agencies; no less than a bi-monthly basis, to ensure all is going well and if any updates need to be made (position title, supervisor name, etc) to the monthly usage report. It is the vendor's responsibility to ensure the monthly usage report submitted is current and accurate.

l. **LEGAL AND PROFESSIONAL CONDUCT**

Temporary employees will conduct themselves in a professional manner. Individual temporary employment candidates, based on position, may be subject to criminal checks, fingerprinting, and background checks upon whose results the State may choose to base its decision to accept an individual for an assignment. These services are the duty of the vendor and will be performed free of charge.

m. **CORDIALITY, PUNCTUALITY, AND RESPONSIBILITY**

Temporary employees must make every effort possible to be on time for work. Being late, either two days in a row or four times in two weeks, will trigger a penalty, payable by the vendor, to be mutually agreed upon. Temporary employees who call the State to cancel less than one business day in advance are responsible for alerting the vendor to find a replacement with comparable skills/fit for their specific position. The vendor must then provide the State with a suitable replacement or give at least four hours notice that a replacement cannot be found.

Temporary employees must be respectful of other State employees with whom they interact with. The State reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards other State employees or representatives of the state.

n. **DRUG AND ALCOHOL USE**

No temporary employee for the State may use illegal drugs, nor may any temporary employee consume alcohol at work or at such times that the temporary employee's work is negatively affected. Indications of such use may result in immediate termination and no acceptance for further assignments.

o. **DRESS CODE**

Dress Code must be followed in guidelines with the agency issuing the service order. Where an I.D. badge is required; the badge **MUST** be turned in at the end of the assignment. The successful bidder will be held accountable for the return of the badge and financially responsible for the costs incurred for card replacement.

p. **OVERTIME**

Overtime is defined as any hours worked in excess of 40 in a seven-day work week (Sunday – Saturday). All overtime work must be pre-approved by the State-appointed supervisor.

q. **HOLIDAYS**

Holidays are defined as the legal holidays of the State of Delaware. Regular hourly rates will be paid on the observed holiday only to those placed employees working in a facility that operates on a 24/7 basis on a designated holiday.

In accordance with Title 1, Chapter 5, subsection 501, Delaware Code, as amended, the following are legal holidays in the State of Delaware for Calendar Year 2013:

NOTE: Please refer to <http://www.delawarepersonnel.com/labor/holidays/> for future Calendar Years.

Temporary employees not working in a 24/7 facility will not be eligible for holiday pay by the State of Delaware. Temporary employees are not prohibited from taking advantage of any holiday or vacation time permitted by their employer.

r. **FRAUDULENT OR OVER-REPORTING OF HOURS WORKED**

The State will hold the contracted vendor(s) liable for fraudulent or over-reporting of hours worked.

s. **INCLEMENT WEATHER & STATE OF EMERGENCIES**

In the event of inclement weather, including State of Emergency declarations, late openings, early closing temporary employees are to follow the same instructions as Non-Essential personnel. Temporary employees will not be paid for those hours not worked due to State Delays & Closings. Information regarding State of Delaware Delays & Closings can be found online at: <http://delawarepersonnel.com/closings/advisory.asp>

t. **REQUEST FOR TEMPORARY EMPLOYEE**

Agency requests for a temporary employee shall contain the following information, at a minimum: county to be assigned, location of assignment, estimated work hours, anticipated start date, and job title.

Agency requests for temporary employees shall *only* contain the job title to be filled. Additional job descriptions or modifications provided by an agency at the time of request shall not be utilized.

Once a candidate has been selected Requesting Agency shall provide vendor with the following additional information: Supervisor name, location of assignment, estimated work hours, anticipated start date, billing information, and confirmation of pay rate agreed upon.

Requesting Agencies do not have the authority to authorize increases in pay and/or bill rates awarded as a result of this contract.

Vendors are only permitted to fill those positions for which they have been awarded. Awarded vendors are not authorized to fill positions they have not been awarded nor positions not on the contract.

u. **TRAINING**

Personnel provided to satisfy placements under this award are expected to have qualifications and skill sets necessary to perform the essential functions of the position. Should the Agency seeking temporary services require Agency training in order to fully utilize temporary employee services they may, provide provided that it is within state and during normal working hours.

Agencies that require training of temporary employees which requires out of state travel or overnight stay must seek approval of their Agency Head/Cabinet Secretary and must be compliant with all provisions of the State Travel Policy if so approved. In the event that out of state training is approved by the Agency Head/Cabinet Secretary the State shall be billed only for the actual hours of training and not travel or time away from the State.

v. **ACCEPTABLE USE POLICY**

The successful vendor(s) will abide by the State of Delaware Acceptable Use Policy, found at <http://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf>. Signed Acknowledgement Statement will be required by all Temporary Employees how are granted access to the State's network.

w. **INVOICING**

Please provide a detailed description of your agency's invoicing procedures. Topics of particular interest include:

- For consistency purposes, all vendors awarded under this contract will be required to utilize the State of Delaware standardized time sheet. (see attached Appendix – Sample State Timesheet)
- Temporary employees will provide the area supervisor a copy of their completed signed time card; then the supervisor shall verify hours, sign, and email or fax the completed time sheet to the contractor for processing. The temporary employee and the area supervisor shall retain a copy of the final timesheet. Copies of time sheets must be attached to the Invoices.
- Your agency's weekly payroll timing, including deadlines for submission of timesheets.

x. **OPERATING STATE EQUIPMENT**

Any and all positions covered under this contract may require the placed employee to operate a State vehicle or other equipment. Requests for non-state employee drivers are reviewed by the Insurance Risk Office. Approval from the Insurance Risk Office does not waive any liability of the vendor.

Mileage reimbursement requests received due to (but not limited to): (1) a vendor's unwillingness to authorize the use of State equipment; or (2) the temporary employee not approved by Fleet and/or the Insurance Coverage Office; or (3) the temporary employee electing to utilize their personal vehicle instead of a Fleet vehicle (with authorization) or carpooling will not be approved.

17. SUBSTITUTE TEACHER, NURSE AND PARAPROFESSIONAL REQUIREMENTS

a. SCOPE OF WORK

To provide the State of Delaware School Districts with Delaware Class A, B, or C substitutes for designated teachers in grades K-12 and designated paraprofessionals. The State is looking for a fill rate of 100% as absences occur for these employees. The contract will also cover substitute nurses who are RN's with a Delaware nursing license, are CPR certified and have at least 3 years of nursing experience.

Class A: A Teaching Certification or Masters Degree

Class B: A Bachelor's Degree

Class C: A High School Diploma or Associate's Degree

Paraprofessionals: those positions where the employees work under the supervision of a teacher

b. WORKING HOURS

Substitute rates for partial days worked will not be prorated. The minimum rate paid will be ½ day. Any time worked beyond ½ day will be treated as a full day. No substitute should be provided for any period less than 3 hours and 45 minutes.

c. VENDOR RESPONSIBILITY

The information regarding report frequency and content may change depending on the School District needs. The information contained in this RFP regarding reporting is general overview; the individual School Districts shall provide you their reporting requirements when the initial account is set-up.

- Recruit, interview, employ, and train all substitutes prior to placement.
- Include samples of all required and available reports with your bid submission.
- Provide a 24-hour toll-free number and a website for substitutes and District personnel. District employees will contact the vendor directly to request a substitute.
- Provide daily, monthly and annual reports of substitute activity. The format of the reports shall include teacher, school, and district summaries.
- Track the number of days utilized for each school by month and when requested by the District put a hold on placing substitutes if a school goes over their monthly allotment.
- Provide a daily report of substitute replacements and shortages to each school as well as to the District Office. Each school is to be notified at least ½ hour before classes begin.
- Provide a daily report in an Excel spreadsheet format which includes the school, teacher, substitute name, type of absence, time of teacher contact and duration of assignment.
- Maintain all documentation necessary to verify the Class A, B, and C classification for substitute teachers.
- Ensure that substitutes meet all State health, police background checks, and other requirements of the Delaware Code and Department of Education, and local District requirements pertaining to substitute teachers and maintain documentation which substantiates meeting these requirements.
- Waive any fees if the School District hires a substitute into any position within the District.

d. PERFORMANCE COMPLAINTS

If there is a complaint from the building principal, the substitute will be removed from the assignment immediately and not be placed in another assignment until an investigation has been completed and the School District has been informed of the situation.

The School District reserves the right to have any substitute removed immediately from service to any school or to the entire District.

18. JOB TITLES AND DESCRIPTIONS

A complete list of job titles and descriptions included in the initial solicitation can be found in the [Request for Proposal document under Vendor Bid Documents](#) on the main contract page. Job titles and descriptions added after the award of this contract can be found under #20. Additional Positions under the most recent Award Notice – Addendum.

Requesting Agencies do not have the authority to authorize increases in pay and/or bill rates awarded as a result of this contract.

19. HOW TO FILL A TEMPORARY POSITION

[\(Return to Table of Contents\)](#)

After an agency has determined they have a need to hire a temporary employee the person assigned the task of filling the placement needs to review the most current information in the contract. The contract provides you with the currently covered position titles and descriptions along with which vendor(s) is/are awarded the position and the awarded rates.

SET ASIDE POSITIONS

Certain positions in the contract are Set-Aside in accordance with the State Law Use Commission through Delaware Association of Rehabilitation Facilities (DELARF). DELARF is the first point of contact for placements falling under the following job titles:

- Accounting Technician
- Administrative Specialist I
- Administrative Specialist II
- Administrative Specialist III
- Data Entry Technician
- Supply, Storage, Distribution Clerk: **This job classification is a partial set aside. Duties under this classification pertaining to *internal Mail distribution* are set aside.**
- Operations Support Specialist
- Social Worker/Case Manager
- Clerical Assistant
- Telephone Operator
- Housekeeper
- DART – Reservationist
- DART – Customer Ride Checker
- Food Service Worker
- Food Service Director (added 11/17/15)**

In the event DELARF is unable to fill your need a waiver will be issued for you to fill the position through another vendor. You will be instructed to contact the contract officer for vendor contact information and rates. The waiver is only good for the one placement and valid for one year. Should the requesting agency still need the position after one year they will be required to either hire the employee on a permanent basis or contact DELARF for a replacement employee. Requesting Agency is required to forward this waiver approval to the State Contract Officer once the position has been filled, to include information relating to the position: Temporary Agency Utilized & Temporary Employee Name.

REQUEST FOR TEMPORARY EMPLOYEE

Agency requests for temporary employees shall *only* contain the job title to be filled. Additional job descriptions or modifications provided by an agency at the time of request shall not be utilized.

Requesting Agencies do not have the authority to authorize increases in pay and/or bill rates awarded as a result of this contract.

Vendors are only permitted to fill those positions for which they have been awarded. Awarded vendors are not authorized to fill positions they have not been awarded nor positions not on the contract.

A Supervisor Fact Sheet regarding this contract can be found in the Pricing Spreadsheet document.

20. ADDITIONAL POSITIONS

[\(Return to Table of Contents\)](#)

- Custodial Worker (added 08/30/13)
- Executive Assistant (added 01/16/14)
- Judicial Case Manager II (added 07/14/14)
- Psychiatric Social Worker (added 11/10/14)
- Trainer/Educator III (added 10/19/15)
- Food Service Director (added 11/17/15)**

Custodial Worker

Description of Occupational Work

This class series uses five levels of work in the Labor, Trades and Crafts Occupational Group, Custodial and Laundry Services Occupational Series and describes cleaning and maintaining interiors and furnishings in institutional living quarters/wards, state clinics or related state facilities according to sanitary standards.

Essential Functions

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- Cleans walls, floors, carpets and other interior building components by mopping, scrubbing, waxing and shampooing or vacuuming.
- Dusts and polishes furniture and fixtures; washes windows.
- Empties and cleans wastebaskets, garbage containers and ashtrays. Transports trash to disposal area.
- Disinfects bathrooms, kitchens and kitchen appliances, patient/clinic rooms, examination rooms; replenishes soap and paper supplies; changes bed linens.
- Moves and arranges furniture; hangs drapes and window shades.
- Operates a variety of custodial equipment such as wet/dry mops and vacuums, scrubbers, carpet shampooers and buffers.
- Uses items such as brooms, ladders, brushes, and mixtures of water/chemical solutions.
- May sweep sidewalks and patios, shovel snow and pick up trash.

Levels of Work

Custodial Worker

The first level in the custodial services series performs the full range of essential functions as described.

- Reports to a technical or administrative supervisor.
- Performs a variety of cleaning tasks to maintain a clean, safe and sanitary environment.
- Operates custodial equipment and mixes proper amounts of water/chemical cleaning and sanitizing solutions.

Knowledge, Skills and Abilities

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series; therefore, the KSA's listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge of custodial safety practices and procedures.
- Knowledge of custodial materials, methods and practices.
- Knowledge of the operation and care of vacuums, scrubbers, buffers and other custodial equipment.
- Ability to mix proper amounts of water/chemical solutions.
- Ability to understand and follow instructions.
- Ability to operate custodial equipment.

Executive Assistant

Summary Statement

An incumbent in this class is responsible for providing administrative support for and acting on behalf of a top level executive.

Nature and Scope

A class incumbent reports to a cabinet or other appointed/elected official responsible for a large diverse department. An incumbent in this class works independently on behalf of the superior and is responsible for administrative operations of the office, such as but not limited to communications, research activities, handling critical and/or sensitive issues. The class incumbent provides guidance and consultation to division directors regarding policy implementation and problems, department priorities and administrative concerns. The incumbent keeps the superior apprised of relevant matters. The work involves making recommendations and offering alternatives for actions to be taken for problem resolution. The incumbent executes necessary follow-up to ensure project completion by staff with attention to development of issues for decision making by superior. A significant aspect of the work involves frequently representing superior on advisory councils, task forces and before committees. Principal contacts are with Division Directors, Cabinet Secretaries, the Governor's Office, council members, legislators, special interest groups and the general public concerning complaints and department directives. May supervise secretarial and clerical staff to ensure the efficient operation of the office.

Essential Functions

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- Confers with Division Directors regarding policy implementation, personnel operational, legislative and constituent concerns; prepares memorandum to superior outlining relevant information including recommendations for actions to be taken. Ensures division's compliance with department policies.
- Reviews correspondence and reports; determines level of authority that can handle the complaint or issue; oversees tracking, reporting and review of data relating to violations and complaints; ensures intervention to correct problems and keeps the superior appropriately briefed.
- Provides liaison with the general public, Division Directors, Governors Office, legislators, council members, special interest groups, other state/federal agencies to respond to inquiries and complaints, explain policies and the department's position on issues, to resolve problems and oversee implementation of department directives.
- Oversees constituent relations including resolving crisis situations in service delivery referred by the Governor's Office, legislators, other agencies and the public; ensures that constituent contacts are handled quickly and responsively.
- Represents superior at council meetings and on task forces.
- May plan, assign, review and evaluate the work of subordinate clerical and secretarial staff; plans, coordinates and directs office activities; analyzes, recommends and implements operating practices, policies and procedures.
- Participates in drafting and analyzing legislation; gives testimony on bills; represents department at committee hearings and keeps superior informed of status.
- Prepares budget for the unit and tracks expenditures.
- Develops agenda and programs for Department management team meetings, conferences and retreats.
- Gathers and analyzes information and prepares department accomplishment and activity reports for Governor's Office.

Knowledge, Skills and Abilities

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series; therefore, the KSA's listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge of principles, practices and procedures of administration, office management and budgetary control.
- Knowledge of department policies, priorities and objectives; operations and functions of all divisions of department.
- Knowledge of state government systems.
- Knowledge of management principles and practices.
- Knowledge of principles and practices of supervision.
- Skill in collecting, compiling, evaluating and analyzing information from a wide variety of sources.
- Skill in staff supervision.
- Skill in oral and written communication.
- Ability to work effectively and efficiently in managing multiple priorities.
- Ability to effectively communicate department policy.
- Ability to learn and understand the laws and regulations governing a department.
- Ability to prepare clear and concise reports.
- Ability to develop and maintain effective relations with associates, employees, the public and government officials.

Job Requirements

JOB REQUIREMENTS for Executive Assistant

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Six months experience in public policy administration such as overseeing and directing the development, implementation and evaluation of public policies.
2. Three years experience in interpreting governmental law, constitutional law, regulatory interpretation, or legislation.
3. Six months experience in interacting with legislators, cabinet officials or interest groups as a liaison.
4. Three years experience in program evaluation which includes evaluating programs and services to identify problems, determine compliance and evaluate the effectiveness and efficiency to ensure program goals and overall objectives are met.
5. Three years experience in recommending alternatives, improvements, courses of action and other changes based on findings.
6. Six months experience in budget administration which includes managing, developing, analyzing and implementing budgets; developing strategic plans and establishing internal control.
7. Six months experience in narrative report writing.

JUDICIAL CASE MANAGER II

Essential Functions

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- Assesses case filings to determine placement in case track/program or recommends referral to alternative case tracks.
- Interprets and applies court rules, laws and procedural requirements for case events and caseflow management.
- Monitors and coordinates case activity through multiple legal events and processes. Tracks case events/status, anticipates case flow problems/causes for delay and initiates appropriate action to expedite cases effectively and efficiently including contacting participants to resolve issues that inhibit case flow.
- Develops case management procedures for use by judge or team.
Advises judicial officers regarding various case events that ultimately lead to final case disposition.
- Coordinates case activity and events with judicial officers, attorneys, law enforcement agencies and litigants.
- Resolves technical case processing issues requiring research of case data and coordinating activities with other agencies and courts.
- Researches case files, records and other sources of information to insure accuracy of case data, prepare and issue court documents and resolve discrepancies and issues related to caseflow.
- Establishes and maintains contacts with the legal community, other agencies and courts/units, both externally and internally, to ensure case flow is expedited.
- Enters case data into automated case management systems; prepares and maintains case files and records

Levels of Work

This is the full performance level of caseload management work performing the full range of case management activities. In addition to the full range of caseload management activities, work may also include supervising case processing support staff.

- Manages the full range of case management activities independently.
- Expedites case flow with minimal judicial/administrative intervention.
- Interprets and applies state laws, court rules, policies and procedures.
- Resolves complex technical issues related to case flow.
- Recommends appropriate action to judicial officer regarding procedural requirements for case event/disposition.
- Principal contacts are with the public, attorneys, judges, pro se litigants, criminal justice agencies and other courts to obtain information needed to prepare cases, provide information on cases, resolve discrepancies in case data and respond to procedural questions.

Knowledge, Skills and Abilities

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series; therefore, the knowledge, skills and abilities listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge of civil and/or criminal court procedure, rules, policies and procedures.
- Knowledge of the applicable sections of the Delaware Code.
- Knowledge of legal terminology and processes.
- Knowledge of the standard office practices and procedures.
- Knowledge of automated case management systems used to input, retrieve, track and maintain data.
- Knowledge of methods and techniques of case processing.
- Ability to prepare and process documents in an accurate and timely manner.
- Ability to communicate effectively with a variety of court customers, staff and other agencies.
- Ability to interpret legal documents.
- Ability to prepare, and maintain accurate legal records.

In addition to the above Knowledge, Skills and Abilities, the Judicial Case Manager II requires:

- Knowledge of the principles and practices of supervision.
- Skill in effective and efficient management of cases and a case load.
- Skill in resolving complex issues in managing a caseload.
- Skill in coordinating activities for multiple cases.
- Skill in evaluating and assessing cases, procedures and processes.
- Skill in applying civil/criminal courtroom protocol and proceedings during multiple, concurrent case flow activities.
- Skill in the interpretation and application of court rules, directives, policies and procedures.
- Skill in communicating effectively.

Job Requirements

JOB REQUIREMENTS for Judicial Case Manager II

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Six months experience in managing cases as they move through the legal process.
2. Six months experience in interpreting laws, rules, regulations, standards, policies, and procedures.
3. Six months experience in using an automated information system to enter, update, modify, delete, retrieve/inquire and report on data.
4. Six months experience in narrative report writing.

PSYCHIATRIC SOCIAL WORKER

Summary Statement

A class incumbent performs entry level professional social work in a psychiatric and/or institutional setting assisting the developmentally disabled, mentally ill or emotionally disturbed to adjust or readjust and achieve a social, economic, emotional and physical balance and personal independence compatible with generally accepted norms.

Nature and Scope

Class incumbents employ basic skills in the social casework method, requiring evaluative thinking under close supervision of a technical superior. An employee in this class carries a smaller case load and while exposed to all duties of the position, is given considerable guidance until performance reaches the journeyman level.

Essential Functions

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- Interviews patients, family members and/or any other persons deemed necessary to obtain the most complete case history possible.
- Provides information and counseling to client's family to enable them to cope with client's problems and promote positive interactions among family members.
- Provides therapeutic treatment to clients, as well as referral services, contacting appropriate social agencies.
- Prepares narrative, statistical reports and court reports as necessary. May prepare forms of application for services or benefits.
- Assists in evaluation of client/patient needs in order to effect the most beneficial placement in foster care, day care, nursing home, drug/alcohol rehabilitation or other special care facility to accommodate the physical and emotional well-being of the individual.
- Prepares necessary forms of application for services or benefits.
- Appears at court proceedings as required testifying to the social and environmental issues affecting the client/patient.

Knowledge, Skills and Abilities

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series; therefore, the KSA's listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge of child, adolescent and adult psychology.
- Knowledge of mental and emotional disorder and the social, economic, and psychological implications and behavioral impact.
- Knowledge of methods and techniques of counseling and social casework.
- Knowledge of family dynamics and reactions to developmental disabilities and mental illness.
- Knowledge of availability, role and functions of community resources.
- Knowledge of interviewing techniques.
- Ability to interpret, explain and implement applicable rules and regulations.
- Ability to deal constructively with aggressiveness, hostility and other emotional attitudes.
- Ability to prepare narrative and statistical reports.
- Ability to maintain effective working relationships with clients, families, other service agencies, public and private, as well as state and federal regulatory agencies.
- Ability to apply interviewing techniques.

Job Requirements

JOB REQUIREMENTS for Psychiatric Social Worker I

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Possession of a Bachelors degree or higher in Behavioral or Social Science or related field.
2. Knowledge of providing clinical treatment, counseling or determining eligibility for services or benefits as part of a treatment team.
3. Knowledge of case management which includes assessing, planning, developing, implementing, monitoring, and evaluating options and services to meet an individuals human service needs.
4. Knowledge of interpreting laws, rules, regulations, standards, policies, and procedures.
5. Knowledge of narrative report writing.

JOB REQUIREMENTS for Psychiatric Social Worker II

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Possession of a Bachelors degree or higher in Behavioral or Social Science or related field.
2. Six months experience in case management which includes assessing, planning, developing, implementing, monitoring, and evaluating options and services to meet an individuals human service needs.
3. Six months experience in providing clinical treatment, counseling or determining eligibility for services or benefits as part of a treatment team.
4. Six months experience in interpreting laws, rules, regulations, standards, policies, and procedures.
5. Six months experience in narrative report writing.

JOB REQUIREMENTS for Psychiatric Social Worker III

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Possession of a Bachelors degree or higher in Behavioral or Social Science or related field.
2. Three years experience in case management which includes assessing, planning, developing, implementing, monitoring, and evaluating options and services to meet an individuals human service needs using effective counseling or interviewing techniques as well as other available resources such as service plans or case management systems.
3. Three years experience in providing clinical treatment, counseling or determining eligibility for services or benefits as part of a treatment team.
4. Six months experience in interpreting laws, rules, regulations, standards, policies, and procedures.
5. Six months experience in narrative report writing.

Trainer/Educator III

Essential Functions

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- Develop and implement training, development, informational, and/or educational programs, courses, curricula, training resources, lesson plans, materials, and visual aids.
- Evaluate effectiveness of programs, courses, curricula, training resources, lesson plans, materials, and visual aids and modify to meet identified problems/needs, state/federal requirements, and agency goals/objectives.
- Present training, development, informational, and/or educational programs via classroom, workshop, or seminar using formal classroom instruction, exercises, handouts, materials, visual aids, etc. for group or one-on-one instruction.
- Research, evaluate, and select materials, handouts, visual aids, exercises, etc. that will best promote learning.
- Identify and analyze needs through interviews, surveys, and meetings with supervisors, management, administrators, officials, clients, the public, etc.
- Provide recommendations regarding problems/needs, effectiveness of training resources, and implementation of new or modified programs, courses, curricula, training resources, lesson plans, materials, and visual aids.
- Collect, analyze and evaluate data from a variety of sources and effectively present/communicate information.
- Coordinate training/educational activities with agency personnel, contractors, community/professional organizations, and other providers.
- Monitor and ensure compliance with state and federal laws, rules, regulations, requirements, and/or contract agreements.

Level of Work

As the third level of professional training/education work, positions conduct/provide training in technical subjects requiring the application of theoretical disciplines. Positions are responsible for training others in the principles, practices, methods, and techniques used to convey information to various populations regarding scientific or technological subjects, e.g. health/life/social sciences, or related theoretical disciplines. Positions report to an administrative or technical superior.

- Positions are given the degree of independence needed to achieve agency objectives provided activities are consistent with policy, procedure, and agency plans and objectives.
- May have responsibility for budget, grant, and/or contract administration.
- May include monitoring and overseeing the work of other positions, contractors, and/or volunteers by planning and assigning work, monitoring contract compliance, evaluation of instructional quality/effectiveness, etc.
- Regular contacts include agency management, line supervisors, and staff as well as private sector persons for the purpose of teaching training methods, technology transfer, and conveying information regarding the benefit and intent of agency services.

Knowledge, Skills and Abilities

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series; therefore, the KSAs listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge of methods, principles and techniques in development and implementation of education and training programs.
- Knowledge of training resources and materials.
- Knowledge of applicable state, federal and departmental laws, rules, regulations, policies, procedures and processes pertaining to agency and program area.
- Knowledge of adult education/training.
- Knowledge of the methods and techniques of conducting needs assessment.
- Knowledge of the principles and techniques of effective communication.
- Knowledge of program evaluation techniques and monitoring devices.
- Knowledge of the methods, principles and techniques used to improve individual and group performance.
- Skill in the collection, analysis, evaluation and presentation of data from a variety of sources.
- Skill in communicating effectively.
- Ability to identify and analyze problems/needs/issues and assess the impacts.
- Ability to establish and maintain effective working relationships with a variety of people.
- Skill in course preparation and presentation.
- Ability to identify and analyze problems/needs/issues, assess the impacts and make recommendations.
- Knowledge of the theoretical disciplines pertaining to specific area(s).

- Skill in developing training/education methods and techniques used to train/educate others (train-the-trainer) to convey information to various populations regarding scientific or technological subjects, e.g. health/life/social sciences, or related theoretical disciplines.

Job Requirements

JOB REQUIREMENTS for Trainer/Educator III

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. At least two years experience presenting training or education courses using a variety of training methods such as lecture, e-training, structured exercises, role play or group discussion as well as the use of training materials such as overheads, PowerPoint, handouts or videos.
2. Three years experience in preparing and developing training or education courses which includes designing learning objectives, curricula and materials.
3. Three years experience in developing and analyzing training needs assessments at the individual, job or organizational level.
4. Six months experience in presenting training or education courses in the assigned theoretical or technological discipline.

Food Service Director I

Levels of Work

This level is responsible for planning and directing all food service activities from menu planning to food preparation for a food service operation.

- Supervises directly and through a subordinate supervisor(s). Supervision is exercised over at least two or more merit full time positions per the Merit Rules. The elements of supervision include planning, assigning, reviewing, evaluating, training and recommending hire/fire, discipline. Ensures proper scheduling of staff, optimizing production and minimizing overtime.
- Develops, implements, and maintains a quality assurance plan for the department and ensures that the food service staff are complying with standards.
- Establishes policies and procedures for all food service activities.
- Enforces safety and sanitary practices to comply with regulations.
- Orders and tracks purchases of food, kitchen supplies and equipment within budgetary allocation utilizing state contracts to meet menu planning for current menu and projected menu changes.
- Supervises the receiving, inspecting, storage and inventory of food, kitchen supplies, and equipment to ensure products meet the requirements of the specified purchase order and are in compliance with government regulations.
- Prepares the food service operations budget including short and long range plans for capital improvements.
- Investigates and resolves food quality and service complaints from residents.
- Contacts are typically with agency department heads/managers, dietitians, vendors, cook supervisors, residents, and administrative support, primarily for the purpose of participating in various agency committee meetings and working as a team regarding menu planning.

Knowledge, Skills, and Abilities

The intent of the listed knowledge, skills and abilities are to give a general indication of the core requirements for all positions in the class series; therefore, the KS&A's listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge in applying the food service principles, practices, processes and techniques involved in the food preparation activities.
- Knowledge of the materials, methods and equipment used to cook and prepare large volumes of food.
- Knowledge of safety and sanitary procedures related to cooking, food preparation, storage, equipment, and food handling.
- Knowledge of departmental rules, regulations, policies and procedures as well as applicable state and federal regulations.
- Skill in the operation of kitchen equipment.
- Ability to cook complete meals with a minimum of supervision.
- Ability to work from a menu in the preparation of meals.
- Ability to prepare records and reports.
- Ability to establish and maintain effective working relationships.
- Ability to motivate, oversee and guide the work of cooks and other food service staff.
- Ability to maintain records and reports.
- Ability to prioritize and organize food preparation activities.
- Knowledge of supervision.
- Knowledge of menu planning.
- Skill in the preparation of recipes to meet special dietetic needs.
- Ability in maintaining current inventory and project needs based on menu requirements.
- Ability to ensure that food safety requirements are in compliance with sanitary and safety procedures.
- Ability to interpret and apply institutional department rules, regulations, policies and procedures.
- Knowledge of state/federal laws, rules, regulations governing the operation of institutional kitchens.
- Knowledge in planning and implementing a system of quality control.
- Skill in supervising subordinate food service personnel and ensuring that prescribed procedures are strictly adhered to by all responsible personnel.
- Skill in maintaining current inventory and projecting needs based on menu requirements.
- Skill in interpreting and applying federal, state, and department rules, regulations, policies and procedures.
- Ability to train personnel in methods of safety, storage and proper utilization of resources.

- Skill in applying the principles and practices of institutional food management including large scale menu planning, food procurement, preparation, service, safety and sanitation standards.
- Ability to develop food services budget and long range plans.

Job Requirements

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Registered Dietitian or certified Dietitian/Nutritionist, or registered Dietetic Technician, or certified Dietary Manager, or possession of a Bachelors of Science degree or higher or Associates degree or higher in Food Service Management or related field.
2. Possession of a Serve Safe Certification.
3. Three years experience in proper safety, storage and sanitation standards for food items.
4. Six months experience in food service management such as prioritizing and organizing food service activities, large scale menu planning, pricing and cost control, procurement and inventory control.
5. Six months experience in staff supervision of two or more employees which includes to plan, assign, review, discipline, recommend hire, promotion, termination and administer performance plans and reviews.