

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of Social Services (the Division) and Career Training Employment Assessment Motivation (T.E.A.M.) LLC (the Contractor).
2. The Contract shall commence on October 1, 2013 and terminate on September 30, 2014 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions in Paragraph C1 of this contract agreement.)

B) Administrative Requirements

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

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

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury) \$100,000/\$300,000
- f) Automotive Property Damage (to others) \$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

If termination for default is effected by Delaware, Delaware will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Delaware may suspend performance by Contractor under this Contract for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Delaware to resume performance.

In the event Delaware suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Department at:

Tanya L. Warner Policy, Administrator
Division of Social Services
P.O. Box 906 Lewis Building
1901 N. DuPont Highway
New Castle, DE 19720

To the Contractor at:

Christopher J. Kuselias, CEO
Career T.E.A.M., LLC
250 State Street, Unit C2
North Haven CT 06473
(203) 407-8800

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:
 - Appendix A– Divisional Requirements
 - Appendix B – Service Description (Scope of Services)
 - Appendix C – Contract Budget
 - Appendix D – RFP
 - Appendix E – Bidder’s Proposal
 - Appendix F – Best and Final Offer
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the

Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract 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 Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract 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 Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ 528,725.00 in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. 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. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as

the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.

5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix n/a to this Contract. It is understood that adherence to this policy includes the

development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix n/a to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix n/a to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:
Career T.E.A.M., LLC

Original on File

Christopher J. Kuselias CEO

Date

9/3/13

For the Department:

Original on File

Rita M. Landgraf, Secretary, DHSS

Date

10/16/13

For the Division:

Original on File

Elaine Archangelo, Director DSS

Date

10/14/13

APPENDIX A
DIVISIONAL REQUIREMENTS

1. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in the Request for Proposal. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
2. The Contractor must maintain documentation to support all payment claims submitted to and paid by the Division. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
3. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations. The Contractor's fiscal records and accounts, including those involving other programs which may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
4. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
5. The contractor agrees to submit monthly, quarterly, and annual program performance reports and other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
6. The contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.
7. The contractor agrees, if applicable, to participate in Local Coordinating Team meetings that will enable personnel to perform more effectively on the project. A contractor who serves more than one county must designate a representative for each county in which they provide service. Failure to participate in the LCT meetings may result in termination of the contract.

APPENDIX A

8. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program/service.
9. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
10. The contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
11. Notice of any vacant staff positions included in the budget and paid for by Division funds, must be given to the Division if the position remains vacant for longer than ten (10) working days. The Division, at its discretion, can recoup the lost value associated with positions that remain vacant for longer than ten (10) working days.
12. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
13. The Contractor recognizes that the Division does not grant or sub-grant any of its federal funds to the Contractor. The relationship between the Contractor and the Division is solely a contractual relationship.
14. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.
15. Contracted staff who, as part of their contractual obligation, are required to access information from and/or enter information into the Division of Social Services various data bases such as the Delaware Client Information Systems, shall be subject to a criminal background check when the contract begins or when the contract is renewed if the original contract began before this requirement. The vendor is responsible to replace any staff person who fails to pass the criminal background check based on the DSS assessment of the results.
16. The Division of Social Services will adhere to the applicable regulations of the Fair Credit Act (FCRA), 15 U.S.C. 1681-1681y and those promulgated after this notice was prescribed in 2004.
17. The Division will not pay for services performed after the contract expiration/termination date. In order to receive payment for services performed prior to close of business on the contract expiration/termination date, the contractor must submit a payment request within ninety (90) calendar days of the contract expiration/termination date. Payment requests received in excess of

ninety (90) calendar days of the contract expiration/termination date will be returned to the contractor without payment.

18. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.
19. The contract is renewable, at the Division's discretion. The option to renew shall be exercisable solely and exclusively by DSS.

APPENDIX B

SCOPE OF SERVICES/PROGRAM GOAL

The ultimate goal of the Workfare Services for Able-Bodied Adults without Dependents (ABAWD), and the Employment and Training (E&T) services for the Food Benefit non-ABAWD (FN) population is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. By so assisting food benefit households, Delaware intends to help increase the purchasing power of low-income families and contribute to raising the overall levels of health and nutrition among the population of the state.

Additionally, Workfare services will allow those eligible Able-Bodied Adults without Dependents to continue receiving food benefits after the third month of food benefit receipt by participating in a qualified activity.

ABAWD Population

Individuals participating in the food benefit Workfare Program. These participants are able-bodied food benefit adult recipients without dependents. Typical participants are unemployed or employed but working less than twenty (20) hours per week, single persons who live with relatives or friends, have no children, have a sketchy work history, have low skill levels, and have unreliable transportation.

Delaware intends to provide workfare services for the ABAWD population, which stands at approximately 15,788 people annually. However, because this is a highly fluid population with multiple behavioral difficulties, we anticipate impacting only half of this total ABAWD population. The remaining half, it is anticipated, will not comply.

Registration and Referral Process

As a condition of eligibility for food benefit receipt, a household member shall be registered for employment by the Division of Social Services at the time of application for food benefits and once every twelve (12) months after initial registration. Following the initial determination of eligibility for food benefits, newly certified ABAWDs will be identified and referred, via electronic notification, to the contractor who provides Workfare services for food benefit ABAWDs.

Services to be Contracted

Contractor shall serve non-English speaking food benefit ABAWD recipients. Services shall be structured to be provided during non-traditional as well as traditional hours of business.

Services to be included are:

- **ABAWD Workfare Assignment Development**

The contractor must perform outreach to the public agency and not-for-profit communities for the purpose of developing Workfare sites. This must include documenting assignment openings, use of a toll-free telephone service for organizations to contact the contractor and communication mechanisms between assignment sites and the contractor before, during, and after placement.

Background checks shall always be performed if required by the assignment sites. **Costs of performing participant background checks are the responsibility of the Contractor.**

ABAWD Workfare assignments are restricted to the public sector (state, local and county agencies or political subdivisions) and not-for-profit organizations as defined by Section 501C3 of the Internal Revenue Service Code. ABAWD Workfare assignments must not cause displacement of existing workers. ABAWD Workfare participants cannot be assigned to a position that requires political lobbying or participation in a political campaign.

The contractor shall provide safe, low cost ABAWD Workfare assignments, which allow for multiple clients to work at one work site.

ABAWD Workfare assignments must be performed in a working environment that meets OSHA standards for health and safety.

- **Intake**

Intake services to be provided will include but not be limited to:

Accepting ABAWD Workfare participant referrals from the Division via Delaware Client Information System II (DCIS II) at the agency contracted to provide Workfare services;

Performing diverse innovative outreach activities which will include home visits;

Scheduling orientation: Attendance will be monitored and documented and the contractor will report to the Division instances of attendance/non-attendance at orientation for each scheduled food benefit ABAWD participant within two days of the participant's scheduled orientation date. In instances of non-attendance the contractor will dis-enroll the participant within two days of non-attendance. Orientation shall include but not be limited to:

- Participant's Rights and Responsibilities
- Workfare Objectives
- Types of assignments available
- Job search opportunities/requirements

- Reporting requirements (attendance)
- Grievance mediation process
- Food benefit closing
- Eligibility for continuation of other DSS benefits
- Good cause policy

- **Job Search Training**

ABAWD participants who have not received food benefits for their third of three months within the last 36 months will be allowed a thirty (30) day job search opportunity. If the participant fails to secure employment during that time, after the thirty (30) days, the participant is assessed and placed in an ABAWD workfare assignment within but no later than the fifth day of completion of the job search activity.

The contractor must provide job search services (including job leads), which will include but not be limited to instruction on job search techniques including interviewing skills, resume writing, telephone etiquette, dressing for success, communicating effectively and good work habits. The contractor will ensure that the documented daily job search activity for each ABAWD participant is sufficient to obtain employment within contractor performance standards.

The contractor will monitor and document the ABAWD participant's job search activity and results. If the participant fails to comply with the job search requirements the contractor will notify the Division and dis-enroll the participant within two days of the non-compliance. Documentation shall include but not be limited to: participant name; prospective employers' name, address and telephone number; type of job search activity and results.

ABAWD participants who have received food benefits for their third month within the last 36 months will be offered an ABAWD Workfare assignment within five (5) days of receipt of their referral to the contractor.

- **Assessment**

Assessment services shall be structured to match ABAWD Workfare participants with available assignments. Issues such as, but not limited to, discussion of required work hours, variable work hours, commuting distance, education and work history, barriers to maintaining the Workfare assignment or to obtaining and maintaining employment. The assessment should also include physical requirements of assignments, what steps will be taken should the work assignment be too physically demanding, substance abuse issues, and transportation availability and back-up plans.

The contractor must provide transportation alternatives for participants who require assistance in getting to and from their assigned ABAWD Workfare assignment.

- **Workfare Assignment Placement**

The ABAWD Workfare contractor will ensure that all ABAWD Workfare referrals are offered an ABAWD Workfare assignment. Workfare assignments will be offered no later than the fifth day of completion of the job search activity where the participant is unsuccessful in obtaining employment. In the circumstance which the participant must immediately participate in a qualifying activity in order to receive food benefits the offer should be made no later than the fifth day following the referral.

The development of ABAWD Workfare assignments and the timely offering to newly referred ABAWD participants of those assignments is critical to the success of this component.

Participants will be required to perform at their Workfare assignment for a predetermined number of hours each month. The Division of Social Services DCIS system will determine weekly required hours for an ABAWD Workfare assignment. Required hours are based on the actual food benefit divided by the State minimum wage and then divided by 4.33 weeks in a month. If participants fail to complete any portion of their total required hours, they will lose food benefit eligibility.

The contractor will monitor and document the ABAWD participant's Workfare activity. If the participant fails to comply with Workfare requirements the contractor will notify the Division and dis-enroll the participant within two days of the non-compliance.

Contractor supports for ABAWD Workfare assignments include but are not limited to:

- Matching open assignment order to non-assigned ABAWD Workfare participants.
- Scheduling interviews between assignment site and participant.
- Contractor follow-up with site and participant to ascertain results of interview. If refused by participant and/or site, determine if participant is non-compliant and modify future referrals for that site if needed.
- If the assignment is accepted, confirm attendance reporting requirements with the site and participant.
- Monitor Workfare activities.

The contractor will fully cooperate in any Division audit of the Workfare assignments developed and assignment site work environments. This cooperation includes access to all ABAWD Workfare related forms and electronic administrative records maintained by the contractor and access to the contractor's ABAWD Workfare facility and staff.

- **Employment**

The ultimate goal of the Workfare services for Able-Bodied Adults without Dependents is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. In light of this goal, services should be structured to promote the eventual attainment of employment, either in full-time or part-time positions.

- **NOTE:** Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous full-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.
- **NOTE:** Part-time employment is defined as employment of at least 20 hours per week at wages that are at least the Federal or State hourly minimum (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous part-time employment is defined as part-time employment where any break in employment lasts no more than 14 days.

Non-ABAWD Population

Individuals participating in the food benefit E&T program. These participants are employable food benefit only recipients. Typical participants are unemployed or employed but working less than thirty (30) hours per week. They have sketchy work history, low skill levels, and limited education. Those participants with a more solid work history, and higher skill set are having difficulty in getting or maintaining employment on a full-time basis. This is as a result of the limited job opportunities. Many of these participants also have child care issues and unreliable transportation.

Delaware intends to make accessible employment & training services for this entire population. However, because this is a highly fluid population with multiple barriers, and difficulties, we anticipate impacting a fraction of this total population.

Registration and Referral Process

As a condition of eligibility for food benefit receipt, a household member shall be registered for employment by the Division of Social Services at the time of application for food benefits and once every twelve (12) months after initial registration. Following the initial determination of eligibility for food benefits, newly certified participants can volunteer for the E&T Program. They are referred, via an automated referral process. The

client indicates to the Eligibility Worker that they want to volunteer for the E&T Program. The Worker then enters their volunteer status in DCIS II. A system referral is then generated to the contractor.

Services to be Contracted

Contractor shall serve non-English speaking food benefit recipients. Services shall be structured to be provided during non-traditional as well as traditional hours of business.

Services to be included are:

• **Intake**

Intake services to be provided will include but not be limited to:

Accepting non-ABAWD participant referrals by automated referral process via DCIS II;

Performing diverse innovative outreach activities which will include home visits;

Scheduling orientation: Attendance will be monitored and documented and the contractor will report to the Division instances of attendance/non-attendance at orientation for each scheduled food benefit non-ABAWD participant within two days of the participant's scheduled orientation date. In instances of non-attendance the contractor will dis-enroll the participant within two days of non-attendance. Orientation shall include but not be limited to:

- Participant's Rights and Responsibilities
- Job search, education and training opportunities/requirements
- Reporting requirements (attendance)
- Grievance mediation process
- Eligibility for continuation of other DSS benefits (i.e., child care)
- Good Cause policy

• **Assessment**

Assessment services shall be structured to assist non-ABAWD participants with identifying barriers and setting goals. Issues such as: discussions about education and work history, and barriers to obtaining and maintaining employment. The assessment should also include substance abuse issues, transportation and child care availability and back-up plans.

The contractor must provide transportation alternatives for participants who require assistance in order to participate.

- **Job Search Training**

Non-ABAWD participants will engage in thirty (30) day job search training. They must participate satisfactorily and complete and return to the contractor 24 job contacts within the thirty (30) day period. If the participant fails to secure employment during that time, the participant has the opportunity to continue job search training and complete another 24 job contacts in thirty (30) days.

The contractor must provide job search services (including job leads), which will include but not be limited to instruction on job search techniques including interviewing skills, resume writing, telephone etiquette, dressing for success, communicating effectively and good work habits. The contractor will ensure that the documented daily job search activities for each non-ABAWD participant is sufficient to obtain employment within contractor performance standards

The contractor will monitor and document the non-ABAWD participant's job search activity and results. If the participant fails to comply with the job search requirements the contractor will notify the Division and dis-enroll the participant within two days of the non-compliance. Documentation shall include but not be limited to: participant name; prospective employers' name, address and telephone number; type of job search activity and results.

The contractor will perform audits of the job search documentation by randomly selecting a job contact and verifying the information listed on the form.

- **Education/Training Activities**

Non-ABAWDs are allowed to participate in education and training activities as part of the E&T program.

Adult Education and Training: Non-ABAWDs can participate in educational programs for basic education, training or high school equivalency achievement. These programs can consist of a variety of training programs, adult basic education programs, high school equivalency programs, and adult high school credit oriented programs, i.e., James Groves High School. These activities enable participants to attain minimum recognized levels of training or competencies in subject areas such as reading, writing, communication, problem solving, critical thinking, and math. Competency in these areas is considered critical if registrants are to compete for available jobs in the work force. The training program must be consistent with jobs that are available or are likely to become available in the local labor market. Contractor management of these activities includes, but is not limited to, monitoring of each participant's attendance and progress. The contractor will document the Non-ABAWD participant's attendance and progress. If the participant fails

to comply with the institutions training requirements, i.e., unsatisfactory attendance and/or progress, or quits, the contractor will notify the Division and dis-enroll the participant within two days of the non-compliance.

Post-Secondary Education: Non-ABAWD participants have to possess the necessary skills to participate in post-secondary educational programs. Such educational programs are intended to enhance a person's employability and will, as much as is reasonably possible, lead to employment. Post-secondary education programs should have emphasis on specific technical and occupational instruction, for example, nursing, child care and computer science. Pursuit of a graduate degree is not an allowable activity. The educational institution must maintain a favorable reputation. Tuition is not a reimbursable expense. Contractor management of these activities includes, but is not limited to, monitoring of each participant's attendance and progress. If the participant fails to comply with the institution's requirements, i.e., unsatisfactory attendance and/or progress, or quits, the contractor will notify the Division and dis-enroll the participant within two days of the non-compliance.

Participants attend as required by the institution and must make satisfactory progress. If this level of effort exceeds 120 hours per month, the participant completes a form indicating this and their reasons for doing so. The duration is determined by the program of instruction and the institution. There should be a reasonable expectation that the course of instruction will lead to the prospect of a job within a reasonable timeframe. (An appropriate example is a 2 year program leading to a nursing degree.) The course of study must be consistent with the individual participant's employment goals and should provide each participant with a reasonable opportunity for employment.

The contractor will fully cooperate in any Division audit of the non-ABAWD E&T Program. This cooperation includes access to all non-ABAWD related forms and electronic administrative records maintained by the contractor and access to the contractor's non-ABAWD facility and staff.

- **Employment**

The ultimate goal of the E&T program for the non-ABAWD population is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. In light of this goal, services should be structured to promote the eventual attainment of employment, either in full-time or part-time positions.

- **NOTE:** Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous full-time employment is

defined as full-time employment where any break in employment lasts no more than 14 days.

- **NOTE:** Part-time employment is defined as employment of at least 20 hours per week at wages that are at least the Federal or State hourly minimum (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous part-time employment is defined as part-time employment where any break in employment lasts no more than 14 days.

- **Reporting and Monitoring**

The contractor will monitor participant performance in the non-ABAWD employment and training program. They are also required to monitor participant performance in the ABAWD Workfare Program. The contractor will work with the participant when necessary to ensure good progress.

The contractor is required to report participant attendance on a weekly, bi-weekly or monthly basis and may be required to submit this data both manually and through the internet via the electronic automated management information system.

DCIS II will identify all work registrants. It will identify which food benefit recipients should be referred to the ABAWD Workfare program, or the voluntary food benefit employment and training program. All individually recorded events must be centrally entered in the customer alert and case review files. The contractor must link with this system to report performance, attendance, and job search information.

The contractor is responsible for identification of participants whose activities may warrant dis-enrollment. The contractor will provide the Division with the particulars of why a participant should be dis-enrolled within two (2) days of participant's non-compliance. The contractor will use DCIS II Case Comments to send alerts and case comments to DSS case workers.

Required data must be input daily. Performance payments will be negatively impacted upon inaccurate, untimely or lack of documentation (manual and automated).

The contractor is required to provide a significant amount of information. The contractor must provide participant reports and financial reports. Participant outcome reporting is required as part of the monthly financial report. Participant success stories may also be required.

- **Policy/Program Development Collaboration**

The contractor is expected to actively collaborate with the Division in the development of the program and its policies. This collaboration is necessary to meet the changing requirements of the federal government and client population.

APPENDIX B

The contractor is responsible for working with the Division to develop and administer definitions of good cause for absences.

The contractor is responsible for working with the Division to develop and administer an attendance grievance mediation process which will be employed prior to the DSS fair hearing process.

AUTOMATED LINKAGE

Contractors must be able to access the Division DCIS II automated client information system. The selected contractor will provide a computer(s) on their own Internet service account that provides them access to the internet. (Windows XP Professional SP2 with Internet Explorer 6.0 or better is required).

The contractor is responsible to meet State defined remote access requirements as outlined below:

- Contractor is responsible for assigning an IT Technician to support contractor PC issues.
- Contractor must have Internet access.
- Contractor will access the DCIS system via the DHSS Citrix Secure Gateway webpage: <https://csg.dhss.delaware.gov>
- Contractor PCs must run Windows XP and Internet Explorer V 6.0 or higher.
- Contractor IT Technicians must install Citrix Metaframe Client on all contractor PCs that will need to access DCIS II.
- Contractor must ensure that contractor's printers are compatible with Citrix Metaframe. A list of HP compliant printers is available at the following address: <http://h71028.www7.hp.com/ERC/downloads/4AA0-8465ENW.pdf>
- Contractor users will be issued a DHSS APPS domain ID and password as well as a DCIS ID and password by DHSS.

This is a link to the Citrix site that you can download the client. http://www.dhss.delaware.gov/dhss/dms/irm/files/XenApp_Client_Install.pdf

Any costs to replace or upgrade PCs or software in order to access DCIS II will be borne by the contractor.

In addition, the Contractor **must** have the capability of sending and receiving faxes.

PERFORMANCE STANDARDS

Performance Standards are used by the State to monitor the contractor's performance in achieving the objectives of the service over the term of the contract.

Performance Standards for ABAWD Workfare services requires:

1. **Offering Workfare Assignment:** All ABAWD participants who are referred to and enrolled in ABAWD services will be offered a Workfare Assignment within five days of completing job search if they were unsuccessful in obtaining employment (if they have not received three months of ABAWD benefits). If participants have received three months of ABAWD benefits, they must be offered a workfare assignment within five days of referral to the program.
2. **Obtaining employment:** At least 50% of employment obtained by ABAWD participants will be full-time employment. Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater).

Performance Standards for non-ABAWD services requires:

1. **Offering Job Search Training:** All non-ABAWD participants who are referred to and enrolled in non-ABAWD services will be offered job search training at initial orientation. If participants fail to secure employment in the initial thirty (30) days of job search they are given the opportunity to participate in job search activities for an additional thirty (30) days.
2. **Obtaining employment:** At least 50% of employment obtained by non-ABAWD participants will be full-time employment. Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater).

APPENDIX C

BUDGET AND PAYMENT PROVISIONS

1. Budget Summary

A. Budget Term: October 1, 2013-September 30, 2014

B. Budget Total:

ABAWD Performance Total:	\$462,725.00
FN Performance Total	\$ 50,000.00
Performance Total:	\$512,725.00
Direct Benefits/Workfare Related Expenses	<u>\$ 16,000.00</u>
Total Funding	\$528,725.00

C. Budget Details

Payment is 100% Performance-based and the performance monies specified in “1-B” Budget Total (above), are earnable as specified under Contract Payment Procedures (#2 below).

2. Contract Payment Procedures

The DIVISION and the Contractor agree to enter into a performance-based contract that requires the Contractor’s payment to be based on the Contractor’s satisfactory accomplishment of established performance measures. The DIVISION utilizes performance measures to evaluate the effectiveness of contracted services in helping participants move toward self-sufficiency; therefore, the Contractor must strive to meet established performance measures. Additionally, performance measures will play a critical role in future funding decisions.

The Contractor will maintain documents in all client files that identify the specific achievements and the specific participants accomplishing each. The contractor will submit separate performance payment request forms for the ABAWD and non-ABAWD programs. Each performance payment request form, formatted by the contractor, will include the agency name, address, telephone number, date of the payment request, month for which payment is being requested, the type of payment being requested, the subtotal by payment request (e.g., Transportation payment subtotal, performance payment subtotal) for the current request and the year-to-date subtotal, the total amount of the current payment request, and the year-to-date total. A summary document will accompany each payment request. The summary will itemize the payment by participant and accomplishment, the subtotal of the request by performance category, and the total of the request (that will be in agreement with the payment request form).

APPENDIX C

Contract performance payments are dependent upon the accurate and timely submission of required reports. No Request for Payment submitted shall be approved for processing until/unless program reports have been timely and accurately submitted.

Performance payments will not exceed the total performance amount established in this Contract. Performance-based payments will be made as follows:

Budget Total: \$528,725.00

Performance Total: \$512,725.00

Direct Benefits to Clients/Work Related Expenses Total: \$16,000.00

Clients to be served: approximately 8,000 annually

NOTE: Should the DIVISION determine not to continue the Contract after the Contract expires on September 30, 2014, the DIVISION will pay, according to the Contract performance payment rates and related provisions, for any performances achieved on or before September 30, 2014. The DIVISION will not pay for any performances achieved after September 30, 2014.

The Contractor identifies the performance payment point and the amount allotted to each payment point. Performance payments and Direct Benefit to Clients/Work Related Expenses reimbursements must correlate with the contractor total budget.

PAYMENT SCHEDULE FOR ABAWD AND NON-ABAWD PROGRAMS

Contract period: September 1, 2013-September 30, 2014

CONTRACTOR: Career T.E.A.M., LLC ABAWD Workforce Services, and Non-ABAWD Employment and Training Services for New Castle, Kent, and Sussex Counties

PERFORMANCE PAYMENT POINTS

The following payment schedule will be used for delivery of services for the Workfare Services for food benefit recipients who are Able-Bodied Adults without Dependents.

Payment point #1: Orientation \$15.00 – An invitation letter is mailed to every individual referred by the Division of Social Services via DCIS II, within five days of the referral scheduling them for orientation. A copy of the letter will be kept in the participant’s case record. Orientation and assessment is conducted at this time and barriers to participation and employment are identified. Job Search activity, or Workfare assignment are offered. In circumstances in which the participant must immediately participate in a qualifying activity in order to receive food benefits, the workfare offer will be made no later than the fifth day following the referral. At this phase, clients are informed of their rights and responsibilities of the program and their participation requirements necessary to continue to receive food benefits.

Payment point #2: Month 1 Workfare Assignment \$75.00/Job Search activity \$60.00 – This is defined as an ABAWD participant who accepts the workfare assignment and participates the required monthly workfare hours (month one) or successfully completes 30 days of participation in a job search activity. This activity must be substantiated by a completed and signed time and attendance tracking sheet along with a signed Workfare Assignment Referral or a completed and signed job search log. This also can include the first month participation in a training or education activity.

Payment point #3: Employment Day One Part-Time \$65.00/Full-Time \$75.00 – This is day one placement in an unsubsidized employment. A part-time job is 20 to 29 hours per week. A full-time job is at least 30 hours per week. The job can be at no less than federal or state minimum wage, whichever is greater. Acceptable verification of employment will be employee paystubs, employer records or statements, the Work Number or an Employment Verification Form. (No more than 50% of clients may be in part-time employment.)

Payment point #4: Employment Four Weeks Part-Time \$80.00/Full-Time \$95.00 – This is four weeks placement in an unsubsidized part-time job (20 to 29 hours per week) or full-time job (at least 30 hours per week) at no less than federal or state minimum wage, whichever is greater. Acceptable verification of employment will be employee paystubs, employer records or statements, the Work Number or an Employment Verification Form. (No more than 50% of clients may be in part-time employment.)

Payment point #5: Monthly Workfare Maintenance \$60.00 – Month two or subsequent months participation at a workfare site for a pre-determined number of hours each month as determined by the Division of Social Services DCIS II system. This activity will be documented through attendance logs.

PERFORMANCE PAYMENT POINTS

The following payment schedule will be used for delivery of services for food benefit recipients who are non-ABAWDs.

Payment point #1: Orientation \$15.00 – An invitation letter is mailed to every individual referred by the Division of Social Services via DCIS II, within five days of the referral scheduling them for orientation. A copy of the letter will be kept in the participant's case record. Orientation and assessment is conducted at this time and barriers to participation and employment are identified. IJS logs, or education/training activities offered. At this phase, clients are informed of their rights and responsibilities of the program and their participation requirements necessary to for continued compliance in E&T Program.

Payment point #2: First and Second Month Independent Job Search or First Month of Education/Training Activity \$60.00 – Independent Job Search is defined as an activity performed by a Non-ABAWD participant who is engaged in obtaining 24 job contacts within the initial thirty (30) day period. If unsuccessful in gaining employment in the initial thirty (30) day period, the participant will obtain an additional 24 job contacts in the second month of participation. This activity must be substantiated by completed and signed job search logs. Education/Training Activity is defined as an activity performed by a non-ABAWD participant that is enrolled in his or her initial month of an approved training or education activity. Participation and attendance must be satisfactory as determined by the institution. Participant's enrollment and attendance hours must be verified by the institution.

Payment point #3: Employment Day One Part-Time \$65.00/Full-Time \$75.00 – This is day one placement in an unsubsidized employment. A part-time job is 20 to 29 hours per week. A full-time job is at least 30 hours per week. The job can be at no less than federal or state minimum wage, whichever is greater. Acceptable verification of employment will be employee paystubs, employer records or statements, the Work Number or an Employment Verification Form. (No more than 50% of clients may be in part-time employment.)

APPENDIX C

Payment Point #4: Employment Four Weeks Part-Time \$80.00/Full-Time \$95.00 – This is four weeks placement in an unsubsidized part-time (job 20 to 29 hours per week) or full-time job (at least 30 hours per week) at no less than federal or state minimum wage, whichever is greater. Acceptable verification of employment will be employee paystubs, employer records or statements, the Work Number or an Employment Verification Form. (No more than 50% of clients may be in part-time employment.)

Payment Point #5: Month Two or Subsequent Months for Education/Training Activities \$60.00 – Month two or subsequent months participation in approved education/training activities. Satisfactory attendance hours and progress must be verified by the institution on a monthly basis.

DIRECT BENEFITS TO CLIENTS
Transportation Payments/Work Related Expenses

The Contractor will be reimbursed for monies spent up to the amount of **\$16,000.00 per contract year**, for providing transportation and supportive services assistance to participants involved in the non-ABAWD E&T program, ABAWD Workfare orientation, assessment or ABAWD Workfare activities. **Supportive services costs can not exceed \$16,000.00 for the period of the Contract.** On a monthly basis, the Contractor will submit certified transportation and supportive service expenditures for non-ABAWD E&T participants, and ABAWD Workfare clients' involved Workfare activities. The DIVISION **will** reimburse the Contractor for costs expended in providing these services to clients. The certified expenditures shall be in report format as specified by the DIVISION and in compliance with State and/or Federal reimbursement policies, procedures, and/or regulations

The DIVISION will return all payment requests found to be incomplete or inaccurate to the Contractor. Returned payment requests will include a cover letter identifying the reason for return.

The Contractor may provide work related incidentals such as, steel toe boots, hardhats, physical exams, etc., should the Workfare assignment require purchase of these work-related incidentals as a condition of assignment.

NOTE: The Contractor should keep certified expenditures pertinent to non-ABAWD E&T participation, and ABAWD Workfare clients involved Workfare activities in client case files. These files should be updated monthly.

NOTE: Under this contract, Direct Benefits to Clients funds will not be used for client incentives, such as store gift cards. Additionally, negotiations to transfer whatever monies remain in the Direct Benefits to Clients funds to the performance payment portion of the contract **may be** considered only if referrals exceed 8,000 clients.

DIRECT BENEFITS TO CLIENTS

PERIOD COVERED: 10/01/2013 – 9/30/2014 **Service:** ABAWD and non-ABAWD food benefit services

AGENCY: Career T.E.A.M., LLC

TOTAL AMOUNT OF DIRECT BENEFITS: \$16,000.00

SPECIFIED PURPOSE: Transportation

AMOUNT: \$14,000.00

TYPE OF PAYMENT: Bus Ticket, Gas Card

EXPLANATION: To be used for providing transportation assistance (i.e., bus tickets, gas cards) for participants involved in and attending orientation, job search, education and training, and workfare activities. Actual cost varies per service provided.

Monetary Limit of Service / Expense: Participants are limited to \$30.00 per month.

SPECIFIED PURPOSE: Accessories for Training

AMOUNT: \$1,000.00

TYPE OF PAYMENT: Check to Vendor

EXPLANATION: For Workfare Training activities related to participants involved in ABAWD workfare. Also for Education/Training activities for non-ABAWDs participants enrolled in school or training.

These services can include purchase of clothing for interviews, safety equipment, uniforms, shoes, or tools required to participate in training. The need in some cases can be verified by Office of Safety and Health Administration (OSHA) regulations.

Monetary Limit of Service / Expense: Verified actual cost up to \$150.00 per individual, per month as determined by need. **Clothing for interview purposes is a onetime only service.**

SPECIFIED PURPOSE: Fees

AMOUNT: \$1,000.00

TYPE OF PAYMENT: Check to Vendor

EXPLANATION: For Workfare Training activities related to participants involved in ABAWD workfare. Also for Education/Training activities for non-ABAWDs participants enrolled in school or training.

These services can include Education/Training related certificates, licenses, or testing.

Monetary Limit of Service / Expense Actual cost up to \$200.00 per client per year.

SUBCONTRACTING SERVICES

If the Contractor intends to subcontract a portion of the provision of services, the Contractor **must** inform the Division of Social Services by letter for approval. Payment to subcontracting will be the responsibility of the Contractor, **not** the State. Subcontracting services shall **NOT** relieve the contractor from the established obligations, or effect a change in the contract.

Budget Worksheet

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
Project Director (.5 FTE)	\$33,500
Senior Job Developer (.5 FTE)	\$29,000
Senior Instructor (.5 FTE)	\$22,500
Outreach Coordinator (.5 FTE)	\$15,000
Case Managers (2 FTE, 1 starting 10-1, 1 starting 12-1)	\$64,000
Job Developer (1 FTE starting 12-1)	\$33,000
Instructor/Outreach Assistant (1 FTE)	\$32,000
Data Specialist	\$14,964
TEAM Incentives	\$5,000
CEO (10%)	\$15,000
CFO (10%)	\$6,000
COO (10%)	\$6,000
Director of Marketing (10%)	\$4,250
Director of IT (10%)	\$4,000
Total: Salary / Wages	\$284,214

<u>Fringe Benefits</u>	
Proportionate for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. that will be paid by the Agency	
10% Fringe (includes SSI, UI, WC)	\$26,925
Medical/Life Insurance (\$335/month, prorated)	\$13,825
Total: Fringe Benefits	\$40,750

<u>Travel / Training</u>	
Include any programs staff are required to attend. Mileage reimbursement shall be no more than the IRS allowable amount. Subscriptions and association dues may be included in this category	
Mileage between all 3 counties (\$.55/mile)	\$4,800
Job Developer Certification, Career EDGE Training	\$3,000
Total: Travel / Training	\$7,800

Budget Worksheet Page 2

Category / Description	Amount
<u>Contractual</u> Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid by the Agency	
Rent	\$39,400
Electricity/Heat/AC	\$7,200
Communications	\$8,761
Printing / Advertising	\$1,200
Postage	\$1,200
Insurance	\$7,200
Total: Contractual	\$65,200

<u>Supplies</u> Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses	
Office	\$6,000
Janitorial	\$1,000
Program (<i>Career</i> EDGE training materials)	\$54,000
Total: Supplies	\$61,000

<u>Other Direct Costs</u>	
Student Support Services (bus passes, fees, uniforms, etc)	\$20,000
Total: Other Direct Costs	\$20,000

<u>Indirect Costs</u> Identify any line items contributing to total costs not delineated in the above sections	
Contractor Fee (profit) (12%)	\$50,000
Total: Indirect Costs	\$50,000

- See page 37 for administrative break down.

APPENDIX D

THE RFP

STATE OF DELAWARE



DELAWARE HEALTH
AND SOCIAL SERVICES

Division of Management Services
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS [HSS-12-041]

FOR

**WORKFARE SERVICES FOR FOOD SUPPLEMENT PROGRAM ABLE-BODIED
ADULTS WITHOUT DEPENDANTS (ABAWD) AND EMPLOYMENT AND TRAINING
SERVICES FOR NON-ABAWD POPULATION**

FOR

**THE DIVISION OF SOCIAL SERVICES
1901 N. DUPONT HWY.
LEWIS BUILDING
P.O. BOX 906
NEW CASTLE DE 19720**

Deposit Waived
Performance Bond Waived

**Date Due: June 25, 2012
11:00 A.M. EST**

A pre-bid meeting will be held on May 31, 2012 at 10:00 A.M. EST at the Main Administration Building, Room 198 First Floor Herman Holloway Campus, New Castle, DE 19720. While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290.

REQUEST FOR PROPOSAL # [HSS-12-041]

Sealed Proposals for the Workfare Services for Food Supplement Program Able-Bodied Adults Without Dependents and Employment and Training Services for Non-ABAWD Population the Division of Social Services (DSS) will be **received** by:

Kieran Mohammed
Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Procurement Branch
Main Administration Bldg, Sullivan Street
Second Floor, Room #257
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until **June 25, 2012 11:00 A.M. EST** At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **May 31, 2012 at 10:00 A.M.** at **Main Administration Building, Room 198 First Floor Herman Holloway Campus, New Castle, DE 19720.** For further information please call 302-255-9290.

While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at <http://bids.delaware.gov>. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981 NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

Kiernan Mohammed
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE PROCUREMENT UNIT OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices C, D, E and F signed and with all information on the forms complete.

The issuance of this Request for Proposals (RFP) for Workfare Services for Food Supplement Program Able-Bodied Adults Without Dependents and Employment and Training Services for Non-ABAWD Population neither commits the Delaware Department of Health and Social Services, Division of Social Services to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**REQUEST FOR PROPOSAL FOR WORKFARE SERVICES FOR FOOD
SUPPLEMENT PROGRAM ABLE-BODIED ADULTS WITHOUT DEPENDANTS
(ABAWD) AND EMPLOYMENT AND TRAINING SERVICES FOR NON-ABAWD
POPULATION
FOR THE
DIVISION OF SOCIAL SERVICES**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of Workfare Services for Food Supplement Program Able-Bodied Adults Without Dependents and Employment and Training Services for Non-ABAWD Population. Contract renewal is possible for up to 4 additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be held. The meeting will be on May 31, 2012 @ 10:00 at the following location.

Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Main Administration Bldg, Sullivan Street
Room 198 First Floor
1901 North DuPont Highway
New Castle, Delaware 19720
Phone: (302) 255-9290

Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

Tanya L. Warner Policy Administrator
Division of Social Services (DSS), Policy Unit (PPDU)
1901 N DuPont Highway, Lewis Building
P.O. Box 906
New Castle, DE 19720
Phone: (302) 255-9622
Fax: (302) 255-4425
Email: tanya.warner@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Social Service staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Tanya L. Warner is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by May 21, 2012 4:00 P.M. EST and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Following the pre-bid meeting bidder communication is limited to Tanya L. Warner Policy Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290

Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business. In the case of such exception, communication may not include an active RFP.

**REQUEST FOR PROPOSAL FOR WORKFARE SERVICES FOR FOOD
SUPPLEMENT PROGRAM ABLE-BODIED ADULTS WITHOUT DEPENDANTS
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I. INTRODUCTION

A. Background

The Department of Health and Social Services (DHSS) is one of the State agencies mandated by the federal government and the State of Delaware to administer state and federally funded financial assistance programs for Delaware's needy citizens. Within the Department, the Division of Social Services (DSS) is directly responsible for the Food Supplement Employment and Training Program.

The mission of the Division of Social Services is to provide an integrated system of opportunities, services, and income supports. In accordance with the Division's mission, services are designed to lead to employment that enables recipients to develop self-sufficiency and achieve and maintain independence.

The Division of Social Services (DSS) Food Supplement Employment and Training Program is a statewide voluntary program for food benefit only recipients. The program began April 10, 2010. Food benefit recipients are not mandatory to participate but individuals can volunteer to participate in the program.

The E&T program is responsible for ensuring that capable food benefit only recipients are involved in meaningful, work-related activities. These activities will enhance their employment opportunities, which will eventually lead to paid employment.

While food benefit work registration requirements have existed since 1971, employment and training programs are fairly recent. In 1981, the U.S. Department of Agriculture (USDA) and Department of Labor (DOL) issued joint regulations requiring all states to operate job search programs for certain categories of food benefit work registrants. In 1982, the requirements for joint USDA/DOL job search regulations were dropped and sole authority was conferred upon USDA. USDA subsequently proceeded to enter into direct contracts with state agencies to mount job search programs for food benefit registrants.

On December 23, 1985, the President signed into law the Food Security Act of 1985 (Public Law 99-198) which included a five-year reauthorization of the Food Supplement Program. One of the most significant provisions of the new Food Supplement legislation was a new requirement that all states establish employment and training programs for food benefit participants.

The Employment and Training (E&T) Program for Delaware food benefit recipients began on April 1, 1987. The program is run in concert with Delaware's Temporary Assistance for Needy

Families (TANF) program recipients. Together, these two programs have increased the opportunities for the economically disadvantaged population of Delaware.

Major changes in Food Supplement Program legislation were included in the 1997 Balanced Budget Reconciliation Act which was signed into law in August of 1997. Among the most significant were new funding and policy changes to assist able-bodied adults without dependents (ABAWDs) meet a new work requirement that passed as part of the 1996 Welfare Reform legislation. Adults subject to the requirement must be working at least 20 hours per week in a private sector job or state work program slot or be enrolled in workfare to continue receiving food benefit after three months of eligibility. The new provisions which modified the Food Supplement Employment and Training program were designed to assist states in creating approved workfare, subsidized work and training slots for the ABAWD group. These slots would help ABAWDs meet their work requirements.

B. Project Goals

The ultimate goal of the Workfare Services for Food Supplement Program ABAWDs and Employment and Training Services for Non-ABAWD Population is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. By so assisting food benefit households, Delaware will help increase the purchasing power of low-income families and contribute to improving nutrition levels among the population of the state.

Additionally, by participating in a qualified activity, Workfare services will allow those eligible ABAWDs to continue receiving food benefits after the third month of food benefit receipt.

II. SCOPE OF SERVICES

DSS is seeking a contractor that possesses the knowledge and expertise to provide statewide employment and training services to food benefit only E&T participants. Proposers shall also demonstrate their ability to serve non-English speaking participants, and provide services during non-traditional as well as traditional hours of business.

ABAWD Population

These are individuals participating in the food benefit Workfare Program. These participants are able-bodied adult food benefit recipients without dependents. Typical participants are unemployed or under-employed, working less than twenty (20) hours per week. They are often single persons who live with relatives or friends, have no children, have limited work history, have low skill levels and have unreliable transportation.

Registration and Referral Process

As a condition of eligibility for food benefit receipt, a non-exempt household member must be registered for employment by the Division of Social Services at the time of application for food benefits and once every 12 months after initial registration (qualifications for exemption are defined in Section 273.7 (b)(1) of the Department of Agriculture Code of Federal Regulations). Following the initial determination of eligibility for food benefits, newly certified ABAWD's will be identified and referred, via electronic notification, to the contractor who provides Workfare services for food benefit ABAWD's.

Services to be included in the bidder's proposal are:

- **ABAWD Workfare Assignment Development**

The development of ABAWD Workfare assignments and the timely offering to newly referred ABAWD participants of those assignments is critical to the success of this component.

The contractor will ensure that all ABAWD Workfare referrals are offered an ABAWD Workfare assignment. This offer must be made:

- no later than the fifth day of completion of the job search activity when the participant is unsuccessful in obtaining employment;
- or within, but no later than, the fifth day following the referral when the participant must immediately participate in a qualifying activity in order to receive food benefits.

Bidders are required to include an assignment development plan in their proposal that identifies prospective assignment sites. It must describe how the bidder proposes to perform outreach to the public agency and not-for-profit communities. It must include procedures for documenting assignment openings, use of a toll-free telephone service for organizations to contact the contractor, communication mechanisms between assignment sites and the contractor before, during and after placement.

Additionally, if an ABAWD Workfare assignment requires a background check, bidders shall include a description of how they will conduct this task. Background checks shall always be performed if required by the assignment sites. **Costs of performing a participant background check shall be identified separately in the bidder's cost proposal.**

ABAWD Workfare assignments are restricted to the public sector (state, local and county agencies or political subdivisions) and not-for-profit organizations as defined by Section 501C3 of the Internal Revenue Service Code. ABAWD Workfare assignments must not cause displacement of existing workers. ABAWD Workfare participants cannot be assigned to a position that requires political lobbying or participation in a political campaign.

Bidder's proposal shall include innovative, safe, low cost ABAWD Workfare assignments, which allow for multiple clients to work at one work site.

ABAWD Workfare assignments must be performed in a working environment that meets OSHA standards for health and safety.

ABAWD Workfare Participant Services include but may not be limited to:

- **Intake**

Intake services to be provided will include but not be limited to:

- accepting ABAWD Workfare participant referrals from DSS via DCIS II at the agency contracted to provide Workfare services;
- performing diverse, innovative outreach activities which will include home visits;
- scheduling orientation., Attendance will be monitored and documented and the contractor will report to DSS instances of attendance/non attendance at orientation for each scheduled food benefit ABAWD participant. Orientation shall include but not be limited to:
 - Participant's Rights and Responsibilities
 - Workfare Objectives
 - Types of assignments available
 - Job search opportunities/requirements
 - Reporting requirements (attendance)
 - Grievance mediation process
 - Food benefit reductions
 - Eligibility for continuation of other DSS benefits
 - Good Cause definitions

- **Job Search**

ABAWD participants who have not received food benefits for their third month of three months within the last 36 months will be allowed a 30 day job search opportunity. If the participant fails to secure employment during that time, the participant is assessed and placed in an ABAWD workfare assignment within, but no later than, the fifth day of completion of the job search activity.

The contractor will include in the proposal the methodology they will use to document the ABAWD participant's job search activity and results. Documentation shall include but not be limited to:

- Participant name
- Prospective employers' name
- Address and telephone number
- Type of job search activity
- Results of placement

ABAWD participants who have received food benefits for their third month within the last 36 months will be offered an ABAWD Workfare assignment within five (5) days of receipt of their referral to the contractor.

Bidders shall include in their proposal a plan for job search services (including job leads), which will include but not be limited to instruction on job search techniques including interviewing skills, telephone techniques, dressing for success, and good work habits. The contractor will ensure that the documented daily job search for each ABAWD participant is sufficient to obtain employment within contractor performance standards.

- **Assessment**

Assessment services shall be structured to match ABAWD Workfare participants with available assignments. The assessment should include discussion of education and work history, required work hours, variable work hours, commuting distance, transportation availability and back-up plans, physical requirements of assignments, and what steps will be taken should the work assignment be too physically demanding. The assessment should also include discussion of barriers to maintaining the Workfare assignment or to obtaining and maintaining employment, including but is not limited to: substance abuse, homelessness, mental/physical health deficiencies, lack of education and training, anger management, and personal identification paperwork.

The bidder's proposal must include a description of how they will provide transportation alternatives for participants who require assistance in getting to and from their assigned ABAWD Workfare assignment.

- **Workfare Assignment Placement**

Workfare assignments will be offered within, but no later than, the fifth day of completion of the job search activity where the participant is unsuccessful in obtaining employment. When a participant must immediately participate in a qualifying activity in order to receive food benefits, the offer should be made no later than the fifth day following the referral.

Participants will be required to perform at their Workfare assignment for a predetermined number of hours each month. The Division of Social Services DCIS II system will determine weekly required hours for an ABAWD Workfare assignment. Required hours are based on the actual food benefit divided by the State minimum wage and then divided by 4.33 weeks in a month.

The ABAWD Workfare contractor must assure DSS that they will fully cooperate in any DSS audit of the Workfare assignments developed and assignment site work environments. This cooperation includes access to all ABAWD Workfare related forms and electronic administrative records maintained by the contractor and access to the contractor's ABAWD Workfare facility and staff.

Contractor supports for ABAWD Workfare assignments include but are not limited to:

- Matching open assignment order to non-assigned ABAWD Workfare participants
- Scheduling interviews between assignment site and participant
- Contractor follow-up with site and participant to ascertain results of interview. If refused by participant and/or site, determine if participant is non-compliant with program requirements and/or modify future referrals for that site.

- If the assignment is accepted, confirm attendance reporting requirements with the site and participant.
- Begin monitoring activities.

- **Employment**

The ultimate goal of the Workfare services for Able-Bodied Adults without Dependents is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. In light of this goal, services should be structured to promote the eventual attainment of employment, either in full-time or part-time positions.

NOTE: Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the federal or state hourly minimum wage (whichever is greater). Information relative to the minimum wage can be obtained from the Department of Labor. Continuous full-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.

NOTE: Part-time employment is defined as employment of at least 20 hours per week at wages that are at least the federal or state hourly minimum (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous part-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.

- **Reporting and Monitoring**

The contractor will monitor participant performance of ABAWD Workfare assignment responsibilities and work with the participant when necessary to ensure good progress.

The contractor will be expected to report participant attendance on a weekly or monthly basis and may be required to submit this data both manually and by entering the data in the DCIS II system.

DCIS II will identify which food benefit recipients should be referred to the ABAWD Workfare program. All individually recorded events must be centrally entered in the customer alert and case review files. The contractor must enter data into the DCIS II system to report performance, attendance, and job search information. (These costs should be reflected in the bidder's cost proposal.)

The contractor is responsible for identification of participants whose activities may warrant dis-enrollment. The contractor will provide DSS with the particulars of why a participant should be dis-enrolled within two (2) days of participant's non-compliance. The contractor will use DCIS II Case Comments to send alerts and case comments to DSS case workers.

The input of required data must be entered daily. Performance payments will be impacted upon accurate and timely documentation (manual and automated).

The information to be provided by the contractor will be significant. Participant reports are required; financial reports are required; participant outcome reporting will be necessary as part of the monthly financial report. Participant success stories may be required.

- **Policy/Program Development Collaboration**

The contractor will be expected to actively collaborate with the Division in the development of the program and its policies to meet the changing requirements of the federal government and client population.

- **The contractor will be responsible for working with the Division to develop and administer definitions of good cause for absences.**
- **The contractor will be responsible for working with the Division to develop and administer an attendance grievance mediation process which will be employed prior to the DSS fair hearing process.**

- **Non-ABAWD Population**

These are individuals voluntarily participating in the food benefit E&T program. These participants are employable food benefit only recipients. Typical participants are unemployed or employed but working less than thirty (30) hours per week. They have sketchy work history, low skill levels, and limited education. Those participants with a more solid work history, and higher skill set are having difficulty in getting or maintaining employment on a full-time basis. This is as a result of the limited job opportunities. Many of these participants also have child care issues and unreliable transportation.

- **Registration and Referral Process**

As a condition of eligibility for food benefit receipt, a household member shall be registered for employment by the Division of Social Services at the time of application for food benefits and once every twelve (12) months after initial registration. Following the initial determination of eligibility for food benefits, newly certified participants can volunteer for the E&T Program. They are referred, via an automated referral process. The client indicates to the Eligibility Worker that they want to volunteer for the E&T Program. The Worker then enters their volunteer status in DCIS II. A system referral is then generated to the contractor.

Services to be included in the bidder’s proposal are:

- **Intake**

Intake services to be provided will include but not be limited to:

- Accepting non-ABAWD participant referrals by automated referral process via DCIS II;

- Performing diverse innovative outreach activities which will include home visits;
- Scheduling orientation. Attendance will be monitored and documented and the contractor will report to the Division instances of attendance/non-attendance at orientation for each scheduled food benefit non-ABAWD participant. Orientation shall include but not be limited to:
 - Participant's Rights and Responsibilities
 - Job search, education and training opportunities/requirements
 - Reporting requirements (attendance)
 - Grievance mediation process
 - Eligibility for continuation of other DSS benefits (i.e., child care)
 - Good Cause definitions

- **Assessment**

Assessment services shall be structured to assist non-ABAWD participants with identifying barriers and setting goals. The assessment should include discussion of education and work history, and barriers to obtaining and maintaining employment. The assessment should also discuss issues included but is not limited to: substance abuse, homelessness, mental/physical health deficiencies, lack of education and training, anger management, and personal identification paperwork.

The contractor must provide transportation alternatives for participants who require assistance in order to participate.

- **Independent Job Search**

Non-ABAWD participants will engage in a thirty (30) day independent job search. They must complete and return to the contractor 24 job contacts within the thirty (30) day period. If the participant fails to secure employment during that time, the participant has the opportunity to complete another 24 job contacts in thirty (30) days.

The contractor will monitor the non-ABAWD participant's job search activity and results. Documentation shall include but not be limited to: participant name; prospective employers' name, address and telephone number; type of job search activity and results.

The contractor will perform audits of the job search documentation by randomly selecting a job contact and verifying the information listed on the form.

- **Education/Training Activities**

Non-ABAWDs are allowed to participate in education and training activities as part of the E&T program. Adult education and training can be educational programs for basic education, training or high school equivalency achievement. These programs can consist of a variety of training programs, adult basic education programs, high school equivalency programs, and adult high school credit oriented programs, i.e., James Groves High School. These activities enable participants to attain minimum recognized levels of training or competencies in

subject areas such as reading, writing, communication, problem solving, critical thinking, and math. Competency in these areas is considered critical if registrants are to compete for available jobs in the work force. The training program must be consistent with jobs that are available or are likely to become available in the local labor market. Contractor management of these activities includes, but is not limited to, monitoring of each participant's attendance and progress.

Non-ABAWD participants have to possess the necessary skills to participate in post-secondary educational programs. Such educational programs are intended to enhance a person's employability and will, as much as is reasonably possible, lead to employment. Post-secondary education programs should have emphasis on specific technical and occupational instruction, for example, nursing, child care and computer science. Pursuit of a graduate degree is not an allowable activity. The educational institution must maintain a favorable reputation. Tuition is not a reimbursable expense. Contractor management of these activities includes, but is not limited to, monitoring of each participant's attendance and progress.

Participants attend as required by the institution and must make satisfactory progress. If this level of effort exceeds 120 hours per month, the participant completes a form indicating this and their reasons for doing so. The duration is determined by the program of instruction and the institution. There should be a reasonable expectation that the course of instruction will lead to the prospect of a job within a reasonable timeframe. (An appropriate example is a 2 year program leading to a nursing degree.) The course of study must be consistent with the individual participant's employment goals and should provide each participant with a reasonable opportunity for employment.

The contractor will fully cooperate in any DSS audit of the non-ABAWD E&T Program. This cooperation includes access to all non-ABAWD related forms and electronic administrative records maintained by the contractor and access to the contractor's non-ABAWD facility and staff.

- **Employment**

The ultimate goal of the E&T program for the non-ABAWD population is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. In light of this goal, services should be structured to promote the eventual attainment of employment, either in full-time or part-time positions.

NOTE: Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous full-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.

NOTE: Part-time employment is defined as employment of at least 20 hours per week at wages that are at least the Federal or State hourly minimum (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous part-time employment is defined as part-time employment where any break in employment lasts no more than 14 days.

- **Supportive and Job Retention Services**

Supportive Services are provided for the duration of the individual's employment and training participation. Job Retention Services are provided for up to 90 days once the food benefit has ended to an individual who secured employment after receiving other employment and training services. The 90 days begin from the employment start date.

All service reimbursements/payments must be actual costs that are necessary for Employment and Training participation and employment. These services must be verified and documented.

Supportive Services reimbursements/payments can be provided under the following categories:

Fees

These services can include testing for employment or education (this includes GED test fees), or other fees directly related to training or employment.

Clothing

These services can include only clothes that are appropriate for interviewing and employment.

Accessories for Training or Employment

These services can include purchase of safety equipment, uniforms, shoes, or tools required to participate in training or employment. In some cases, the need can be verified by Office of Safety and Health Administration (OSHA) regulations.

Physical Exam

This service can be authorized when a participant is required to undergo a physical exam to participate in training or employment. This service can be authorized only when it is not available through a public health facility or not covered by Medicaid.

Eye exams and eyeglasses

When the assessment indicates the participant's vision is impaired, or when the individual needs glasses to continue in a component, or when necessary for employment. This does not include contact lenses unless they are medically necessary. This service can be authorized only when it is not available through a public health facility or not covered by Medicaid.

- **Reporting and Monitoring**

- The contractor will monitor participant performance in the non-ABAWD Employment and Training Program. The contractor will work with the participant when necessary to ensure good progress.
- The contractor will be expected to report participant attendance on a weekly or monthly basis and may be required to submit this data both manually and by entering the data in the DCIS II system.
- DCIS II will identify which food benefit recipients should be referred to the ABAWD Workfare program. All individually recorded events must be centrally entered in the customer alert and case review files. The contractor must enter data into the DCIS II system to report performance, attendance, and job search information. (These costs should be reflected in the bidder's cost proposal.)
- The contractor is responsible for identification of participants whose activities may warrant dis-enrollment. The contractor will provide DSS with the particulars of why a participant should be dis-enrolled within two (2) days of participant's non-compliance. The contractor will use DCIS II case comments to send alerts and case comments to DSS case workers.
- Required data must be input daily. Performance payments will be impacted upon accurate and timely documentation (manual and automated).
- The contractor is required to provide a significant amount of information. The contractor must provide participant reports and financial reports. Participant outcome reporting is required as part of the monthly financial report. Participant success stories may also be required.

- **Policy/Program Development Collaboration**

The contractor is expected to actively collaborate with the Division in the development of the program and its policies. This collaboration is necessary to meet the changing requirements of the federal government and client population.

- The contractor is responsible for working with the Division to develop and administer definitions of good cause for absences.
- The contractor is responsible for working with the Division to develop and administer an attendance grievance mediation process which will be employed prior to the DSS fair hearing process.

AUTOMATED LINKAGE

Contractors must be able to access the DSS DCIS II automated client information system. The selected contractor will provide a computer(s) on their own Internet service account that provides them access to the internet. (Windows XP Professional SP2 with Internet Explorer 6.0 or better is required).

The contractor is responsible to meet State defined remote access requirements as outlined below:

- Contractor is responsible for assigning an IT Technician to support contractor PC issues.
- Contractor must have Internet access.
- Contractor will access the DCIS system via the DHSS Citrix Secure Gateway webpage: <https://csg.dhss.delaware.gov>.
- Contractor PCs must run Windows XP and Internet Explorer V 6.0 or higher.
- Contractor IT Technicians must install Citrix Metaframe Client on all contractor PCs that will need to access DCIS II.
- Contractor must ensure that contractor's printers are compatible with Citrix Metaframe. A list of HP compliant printers is available at the following address: <http://h71028.www7.hp.com/ERC/downloads/4AA0-8465ENW.pdf>
- Contractor users will be issued a DHSS APPS domain ID and password as well as a DCIS ID and password by DHSS.

This is a link to the Citrix site that you can download the client.

<http://www.citrix.com/English/SS/downloads/downloads.asp?dID=2755>

Any costs to replace or upgrade PCs or software in order to access DCIS II will be borne by the contractor.

In addition, the Contractor **must** have the capability of sending and receiving faxes.

PERFORMANCE STANDARDS

Performance Standards are used by the State to monitor the contractor's performance in achieving the objectives of the service over the term of the contract.

Performance Standards for ABAWD Workfare services requires:

3. **Offering Workfare Assignment:** All ABAWD participants who are referred to and enrolled in ABAWD services will be offered a Workfare Assignment within five days of completing job search if they were unsuccessful in obtaining employment (if they have not received three months of ABAWD benefits). If participants have received three months of ABAWD benefits, they must be offered a workfare assignment within five days of enrollment with the program.
4. **Obtaining employment:** At least 60% of employment obtained by ABAWD participants will be full-time employment. Full-time employment is defined as employment of at least

30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater).

Performance Standards for non-ABAWD services requires:

3. **Offering Independent Job Search:** All non-ABAWD participants who are referred to and enrolled in non-ABAWD services will be offered an independent job search at initial orientation. If participants fail to secure employment in the initial thirty (30) days of the independent job search they are given the opportunity to participate in independent job search for an additional thirty (30) days.
4. **Obtaining employment:** At least 60% of employment obtained by non-ABAWD participants will be full-time employment. Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater).

***NOTE: All components listed in this section are mandatory.**

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is 1 (one) year with the possibility of renewal for up to 4 (four) additional years contingent on funding and satisfactory performance.

B. Subcontractors

The use of subcontractors will be permitted for this project.

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Social Services

C. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

D. Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

G. 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.

H. W-9 Information Submission

Awarded vendors will be required to submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a required to be done as part of the submission of the bidder's proposal.

I. Required Reporting

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 1) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to tanya.warner@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Cover Letter and Required Forms

These forms, found in the Appendices C, D, E and F AND Cover Letter must be completed and signed by the bidder's authorized representative.

B. Title Page

The Title Page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: June 25, 2012 at 11:00 A.M. EST**)

C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

D. Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

E. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the

project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

F. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

G. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The work plan shall outline specific objectives, activities and strategies, and resources.

H. Certification and Statement of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendices D & E)

I. Standard Contract

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of Social Services. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

V. BUDGET

Vendor will submit a line item budget, **for each contract year**, using a format mirroring that in Appendices A & B. Modifications to the budget after the award must be approved by the Division of Social Services.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original **CDs** (Each Labeled as "Original") and six (6) **CD** copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders will no longer be required to make hard copies of proposals **with the exception that** one copy of a Cover Letter along with one copy each of Appendices C, D, E, and F must be submitted in hardcopy with original signatures.

The cover letter should include: bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>) relative to this RFP, a statement confirming the proposal remains effective through the date shown in **(D)** below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

Kiernan Mohammed
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North DuPont Highway
New Castle, DE 19720

B. Closing Date

All responses must be received no later than **June 25, 2012 11:00 A.M. EST**. Later submission will be cause for disqualification.

C. Opening of Proposals

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

D. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 2012. The State of Delaware reserves the right to ask for an extension of time if needed.

E. Acknowledgement of Understanding of Terms

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

F. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must

be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

G. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware

H. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

I. Questions

All questions concerning this Request for Proposal must reference the pertinent RFP section(s) and page number(s). Questions must be in writing and can be either faxed, or emailed to:

Tanya L. Warner, Policy Administrator
Division of Social Services (DSS), Director's Office
1901 N DuPont Highway, Lewis Building
P.O. Box 906
New Castle, DE 19720
Phone: (302) 255-9622
Fax: (302) 255-4425
Email: tanya.warner@state.de.us

Deadline for submission of all questions is May 21, 2012 at 4:00 P.M. EST. Written responses will be faxed or emailed to bidders no later than June 4, 2012 4:00 P.M. EST. Please include your fax number and/or your email address with your questions.

All questions and answers will be posted on <http://bids.delaware.gov>.

J. Amendments to Proposals

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

K. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information resides solely on the CD (s) marked confidential.

L. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award in the future tense.

M. Investigation of Bidder's Qualifications

Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

N. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

O. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All terms, and conditions contained in the proposal will remain fixed and valid for 1 one year after proposal due date.

P. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

Q. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u>Activity</u>	<u>Date</u>
RFP Advertisement	May 7, 2012
Questions Due	May 21, 2012 by 4:00 P.M. EST
Pre-bid Meeting	May 31, 2012 @ 10:00AM EST
Answers to Questions	June 4, 2012 by 4:00 P.M. EST
Bid Opening	June 25, 2012
Selection Process Begins	June 26, 2012
Vendor Selection & Contract Negotiation	August 3, 2012
Contract Ready for Signature	August 14, 2012
Project Begins	October 1, 2012

R. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offer or pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of Division of Social Services, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<u>CRITERIA</u>	<u>Assigned Points</u>
*Meets Mandatory RFP Provisions	PASS/FAIL
Bidder’s Experience and Expertise	30
Capacity to Meet Requirements	30
Proposed Methodology	25
Cost	<u>15</u>
Total	100

Proposals submitted will be objectively reviewed against the following specific scoring criteria:

Criterion A Bidder’s Experience and Expertise (Total 30 points)

The bidder must demonstrate sufficient background and experience in providing the services requested.

Personnel Questions

- ◆ What level of experience do the individuals assigned to the contracted services have or what other experience that may be similar?

- ◆ Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the services requested?
- ◆ How extensive is the applicable education and experience of personnel?

Firm Questions

- ◆ Has the firm demonstrated experience in performing similar services on time/with good results and within budget?
- ◆ How successful is the general history of the firm in providing these services?

Criterion B Capacity to Meet Requirements (Total 30 Points)

- ◆ Has the bidder demonstrated a thorough understanding of the purpose and scope of the services?
- ◆ How well has the bidder identified pertinent issues and potential problems related to the services?
- ◆ Has the bidder demonstrated that they understand the expected outcomes?
- ◆ Has the bidder demonstrated that they understand the scope of service and can meet it?

Criterion C Proposed Methodology (Total 25 pts.)

- ◆ Proposed services fit RFP needs.
- ◆ Does the methodology depict a logical approach to fulfilling the RFP requirements?
- ◆ Does the methodology match and contribute to achieving the RFP goals?
- ◆ Does the methodology fully address requirements and capabilities of the RFP Scope of Services?

Criterion D Cost (Total 15 Points)

- ◆ The Contractor demonstrates that the proposed price is reasonable, realistic and will achieve project objectives.
 - Total costs
 - Staffing costs
 - Travel costs
- ◆ Follows budget guidelines.
- ◆ Plan for maintaining budget within the fixed price determined.
- ◆ How reasonable are the firm's cost estimates?

Upon selection of a vendor, a Division of Social Services representative will enter into negotiations with the bidder to establish a contract.

B. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

C. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract, or in the performance of the contract or subcontract;

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

APPENDIX A:
BUDGET SUMMARY SHEET

Budget Summary Sheet

Categories	Amounts
Staff Salaries	
Fringe Benefits	
Travel / Training	
Mileage (Rate\$0.00 X 0000 miles)	
Training	
Other (specify)	
Contractual	
Rent	
Electricity	
Heat	
Communications	
Other Utilities	
Printing / Advertising	
Postage	
Insurance	
Repairs	
Other (specify)	
Supplies	
Office	
Janitorial	
Medical	
Program	
Other (specify)	
Equipment / Other Direct Costs	
Other (specify)	
Indirect Costs	
Other (specify)	
TOTAL BUDGET	

APPENDIX B:
BUDGET WORKSHEET

Budget Worksheet

(can attach additional sheets if necessary)

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
Total: Salary / Wages	

<u>Fringe Benefits</u>	
Proportionate for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. that will be paid by the Agency	
Total: Fringe Benefits	

<u>Travel / Training</u>	
Include any programs staff are required to attend. Mileage reimbursement shall be no more than the IRS allowable amount. Subscriptions and association dues may be included in this category	
Total: Travel / Training	

Budget Worksheet page 2

Category / Description	Amount
<u>Contractual</u> Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid by the Agency	
Total: Contractual	

<u>Supplies</u> Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses	
Total: Supplies	

<u>Other Equipment</u> Specify Items or lots costing \$1000.00 or more and having a useful life of more than one year	
Total: Other Equipment	

Budget Worksheet page 3

<u>Indirect Costs</u>	
Identify any line items contributing to total costs not delineated in the above sections	
Total: Indirect Costs	

APPENDIX C:

BIDDERS SIGNATURE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: _____
TITLE OF AUTHORIZED PERSON: _____
STREET NAME AND NUMBER: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: _____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX D:
CERTIFICATION SHEET



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX E

STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that _____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX F

OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____
<http://gss.omb.delaware.gov/omwbe/index.shtml>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX G

Contract Boilerplate

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and _____(the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

B) Administrative Requirements

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

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

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. **This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.**

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

If termination for default is effected by Delaware, Delaware will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Delaware may suspend performance by Contractor under this Contract for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Delaware to resume performance.

In the event Delaware suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Department at:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies,

equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A– Divisional Requirements

Appendix B –Contract Budget

Appendix C- Service Description (Scope of Services)

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.

24. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

25. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall

execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

27. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
28. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

2. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract 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 Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract 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 Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. 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. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

5. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."

6. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

7. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.

5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:



Name



Title



Date



For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

Director

Date

CONTRACT APPENDIX A

DIVISION [Name Here] REQUIREMENTS

[Division may edit requirements as appropriate]

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system. The Contractor must maintain documentation to support all payment claims submitted to and paid by the Division.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.
4. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Social Services (DSS)' on first reference.
5. The contractor agrees to submit monthly, quarterly, and annual program performance reports and other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
6. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.

7. The Contractor recognizes that the Division does not grant or sub-grant any of its federal funds to the Contractor. The relationship between the Contractor and the Division is solely a contractual relationship.
8. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
9. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
10. Notice of any vacant staff positions included in the budget and paid for by Division funds, must be given to the Division if the position remains vacant for longer than ten (10) working days. The Division, at its discretion, can recoup the lost value associated with positions that remain vacant for longer than ten (10) working days.
11. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.
12. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program/service.
13. The contractor agrees, if applicable, to participate in Local Coordinating Team meetings that will enable personnel to perform more effectively on the project. A contractor who serves more than one county must designate a representative for each county in which they provide service. Failure to participate in the LCT meetings may result in termination of the contract.
14. The contractor agrees that no personal information obtained from an individual in conjunction with the services undertaken shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
15. Contracted staff who, as part of their contractual obligation, are required to access information from and/or enter information into the Division of Social Services various data bases such as the Delaware Client Information Systems, shall be subject to a criminal background check when the contract begins or when the contract is renewed if the original contract began before this requirement. The vendor is responsible to replace any staff person who fails to pass the criminal background check based on the DSS assessment of the results.

The contractor will update the criminal background check on contracted staff who have been identified as personnel involved in providing the services under this

contract and who have had no criminal background check or a criminal background check that is three years or older.

16. The Division will not pay for services performed after the contract expiration/termination date. In order to receive payment for services performed prior to close of business on the contract expiration/termination date, the contractor must submit a payment request within ninety (90) calendar days of the contract expiration/termination date. Payment requests received in excess of ninety (90) calendar days of the contract expiration/termination date will be returned to the contractor without payment.

CONTRACT APPENDIX B
SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, Division Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

Attachment 1

Monthly Usage Report

APPENDIX E

THE BIDDER'S PROPOSAL

Career T.E.A.M., LLC
HeadQuarters
250 State Street Unit C2
North Haven CT 06473
(203) 407-8800
www.careerteam.com

Friday, June 22, 2012

Kiernan Mohammad
Division of Management Services
Delaware Health and Social Services
Main Administration Building—Sullivan Street
Second Floor—Room 257
1901 North Dupont Highway
New Castle DE 19720

Dear Kiernan:

This letter serves as cover letter to *Career TEAM, LLC*'s (CTL) proposed services in response to proposal #HSS [HHS-12-041] for Workforce Services for Food Supplement Program Able-Bodied Adults without Dependents (ABAWD) and Employment and Training Services for Non-ABAWD Population. CTL (DE business license #2007215124) acknowledges that this proposal remains in effect through December 2012 and all pricing was arrived at without collusion.

We look forward to your favorable response!

Sincerely,

Christopher J. Kuselias
Chief Executive Officer and Co-Founder
Career TEAM, LLC



TITLE PAGE

1) SUBJECT:

#HSS [HSS-12-041] for Workforce Services for Food Supplement Program Able-Bodied Adults without Dependents (ABAWD) and Employment and Training Services for Non-ABAWD Population.

2) APPLICANT:

Career TEAM, LLC (CTL)

3) ADDRESS:

HeadQuarters: 250 State Street Unit C2, North Haven CT 06473

Local: 964 Justison Street, Wilmington DE 19801

4) PHONE:

HeadQuarters: 203-407-8800 (Chris Kuselias, CEO/Co-Founder)

Local: 302-654-2833 (Dana Fenwick, Project Director)

5) CONTACT PERSON:

Local: Dana Fenwick

6) BID OPENING DATE:

June 25, 2012, 11:00 AM EST

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E. Qualifications and Experience:

Career T.E.A.M., LLC (CTL for purposes of this proposal) has 16 years of experience of assisting the Nation’s citizens in the achievement of their full career and employment potential by doing *'whatever it takes'* to best provide workforce development services. Our unique values can be summarized as follows:



1. **National Reputation:** CTL is a Connecticut based company and has been a New England and Mid-Atlantic region workforce leader since 1996. We have provided valuable innovations to all five Connecticut Workforce Investment Boards as well to agencies in Westchester County New York, Philadelphia PA, Willington DE, Baltimore MD and Washington DC. In each location we have established unique relationships with numerous state agencies, educational institutions, community partners and employers; all essential to making CTL a world class workforce development provider. Our expertise in solving the unemployment challenge in CT was recently profiled for 19 million viewers on *60 Minutes*.

CTL has been profiled in several national media sources including *CNN*, *INC Magazine*, *The Employment and Training Reporter* and *The National Alliance of Business Work America*.

The CTL outstanding record of *accelerating the human condition* has resulted in numerous honors:

- Named by Inc. Magazine as one of Americas 500 fastest growing privately held companies
- Recipient of the US Chamber of Commerce Blue Chip Enterprise Award for innovation
- Featured by the British Broadcasting Network as an innovative, government funded solutions program
- Invited to the White House after being cited by the National Welfare-to-Work Partnership and National Alliance of Business as a top 10 US training provider
- Featured on *CNN* and *60 Minutes!*

Career TEAM is a strong supporter of the Workforce Development industry and has proudly sponsored and/or presented at the following:

- National Association of Workforce Development Professionals Annual Conference
- National Association of Regional Workforce Boards Annual Conference
- National Workforce Alliance (NWA)
- United States Department of Labor Forums
- National Alliance of Business Annual Conference
- US Chamber of Commerce Employment and Training Committee
- State TANF Directors Annual Conference
- National Office of Job Corps Annual Conference
- Association of Farmworker Opportunity Programs (AFOP)

As a socially conscious organization, *Career TEAM* has found a healthy balance between for-profit innovation and community enrichment. CTL is the ideal bridge between private and public sector. Looking ahead, the organization will continue to close the nation's opportunity divide while also building staff capacity of workforce funding sources and industry providers.

2. ***Technology Based Career Coaching & Program Innovations:*** CTL is a nationally recognized technology based career coaching company known as a progressive leader in the world of workforce development. We are a highly sought after keynote speaker at NAWB, NAWDP, USDOL, AFOP and other national workforce events on system design, best practices, exceeding performance and technology.

CTL's vast experience in workforce development nationwide makes CTL the prime choice to provide DHSS and related programs. Our unique combination of innovative customer triage strategies, case management and revolutionary online training, as well as job placement and retention, has made us successful at workforce development nationally, and more specifically within the North Eastern and Mid-Atlantic States. Our footprint in these regions gives us an advantage of looking at workforce development from a global view while still being able to understand and appreciate each city's complexity.

CTL can manage the nation's largest systems: Over the last 16 years CTL has developed a unique and compelling process for transforming lives, while guaranteeing long-term success for more than 30,000 Temporary Aid for Needy Family (TANF), Welfare-to-Work (WtW) and Workforce Investment Act (WIA) customers – and counting. Recent large performance based projects include

Delaware Health and Social Services—RFP #HSS[HSS-12-041]

Workfare Services for Food Supplement Program for ABAWD
& Employment and Training Services for Non-ABAWD Population

Philadelphia PA, Washington DC, Baltimore MD, Boston and Springfield MA, Wilmington DE and Westchester, NY. Through competitive RFP award, CTL has also designed a statewide TANF curriculum in Louisiana to serve 16,000 customers and train 100 LDOL staff statewide. We tailor our programs to meet the needs of our *Very Important Participants* (VIPs) to ensure that they are successful in obtaining and retaining employment.

CTL also operates the Core Services contract of a collaborative One-Stop in the North Central Connecticut region. CTL has been a part of the North Central One-Stop system since 2002 managing both the Placement Services (2002-2009) and Core Services (2004-present) contracts in partnership with Capital Works Partners (the Hartford Workforce Investment Board), the Department of Labor, the Bureau of Rehabilitation Services, case management agencies, assessment agencies, and support service agencies. CTL has been instrumental in the growth and success of the One-Stop services in the area.

CTL has a plethora of experience in the State of Delaware having operated a TANF Employment Connections site in Wilmington since 2007. We have also been awarded supplementary programs that have included: General Motors/Chrysler/Valero Job Readiness, Blue Collar Customer Service, Workforce Investment Act Dislocated Worker Job Readiness and Job Developer Certification Training. **CHART 1** below is a sample list of funding streams and customer types of our recent/current:

CHART 1: Funding Streams and Customer Types in Delaware		
Funding Source Contact	Award Amount and Terms	Program Type and Training Detail
Department of Labor Employment & Training 4425 N. Market St. Wilmington, DE 19802 Colleen Cunningham 302-761-8122	\$1,208,160.00 10/1/11-9/30/12	3-341-WR TANF Employment Connections Services
Department of Labor Employment & Training 4425 N. Market St. Wilmington, DE 19802 Rachel Gold/302-761-8136	\$6,755 2/1/11-6/30/11	3-260-VNEG Valero Intensive Career Empowerment
Department of Labor Employment & Training 4425 N. Market St. Wilmington, DE 19802 Rachel Gold/302-761-8136	\$222,871.00 12/1/09-6/30/11	3-156-STNEG General Motors Intensive Career Empowerment

Delaware Health and Social Services—RFP #HSS[HSS-12-041]

Workfare Services for Food Supplement Program for ABAWD
& Employment and Training Services for Non-ABAWD Population

Department of Labor Employment & Training 4425 N. Market St. Wilmington, DE 19802 Rachel Gold/302-761-8136	\$124,314.00 7/1/09-6/30/10	3-154-STDW Dislocated Workers Intensive Short Term Prevocational Services
Department of Labor Employment & Training 4425 N. Market St. Wilmington, DE 19802 Rachel Gold/302-761-8136	\$82,876.00 7/1/09-6/30/10	3-150-STIN WIA Intensive Workshop
Department of Labor Employment & Training 4425 N. Market St. Wilmington, DE 19802 Rachel Gold/302-761-8136	\$86,160.00 7/1/09-6/30/10	3-101-BC Blue Collar-Customer Service Training
Department of Labor Employment & Training 4425 N. Market St. Wilmington, DE 19802 Gwendolyn Jones 302-761-8161	\$11,975 September 2009	CTL delivered our certification program specially designed for job developers and other career services professionals who have to sell themselves, their students, their organization, and job preparation services.

Delaware Department of Labor

CTL provides job readiness, employment and supportive retention services to TANF VIPs whom are referred by the Department of Labor. CTL tracks VIP participation in compliant Core activities including: training, employment, work experience, and vocational education, for up to 12 consecutive weeks. Through community partnerships, CTL case management services include (but are not limited to) **substance abuse counseling/referrals, domestic violence counseling/referrals, and emergency housing referrals.**

In addition to CTL’s State of Delaware experience, the company has provided similar services in the states of Pennsylvania, Connecticut, New York, Maryland, Florida, and Massachusetts, and the District of Columbia. **CHART 2** below is a sample list of funding streams and customer types of our recent/current:

CHART 2: Funding Streams and Customer Types		
Location	Funding Source	Customer Type and / Annual Customer Activity
Philadelphia, PA	Philadelphia Workforce Development Corporation	TANF-3000*
Hartford, CT	Capital Workforce Partners (Core Services, North Central One-Stops)	TANF, WIA Adults and Dislocated Workers-45,000

Delaware Health and Social Services—RFP #HSS[HSS-12-041]

Workfare Services for Food Supplement Program for ABAWD
& Employment and Training Services for Non-ABAWD Population

Washington, DC	Department of Human Services: IMA	TANF-900*
Westchester, NY	Westchester County Department of Social Services	System has 4,000, Underemployed placement goal is 400
Baltimore, MD	Baltimore City Department of Social Services	TANF-685*
Boston/Springfield, MA	Department of Transitional Assistance	TANF-450*

*Numbers are 'point-in-time' case loads and are not cumulative.

Philadelphia Workforce Development Corporation

CTL operates the South Philadelphia EARN Center. We provide outreach, assessment, enrollment, case management, job readiness training, placement and retention services to TANF customers whom are referred through local Public Assistance Offices. CTL utilizes its Career *EDGE* curriculum and collaborates with community services providers to further enhance and support our VIP experiences. These coordinated services include work experience opportunities, ESL/GED training and vocational training.

Capital Workforce Partners (North Central Connecticut WIB)

CTL operates the Core and Enhanced Core Services contract in collaboration with the Capital Workforce Partners, the Department of Labor, a case management vendor, and other community based agencies at three One-Stop locations in the North Central Connecticut Region. At each of these CT Works Centers, we provide resource library services for self-serve job seeking as well as providing online learning and coaching opportunities through the computer labs. We have responsibility for site management at one of the centers. Additionally, CTL employs a Disability Program Navigator to assist VIPs with disabilities to participate in One-Stop services. We also employ Ex-Offender Retention Specialists who support ex-offenders in their retention of gainful employment and the STEM (Science, Technology, Engineering and Math) coach.

Washington DC Department of Human Services

CTL provides outreach, home visits, assessment, enrollment, case management, job readiness training, placement and retention services to TANF VIPs referred by the Department of Human Services. We have been recognized by the funding source as having the highest performing case management and retention results among the provider network. Two new contract awards will begin in early 2012 and will expand our referral base to include VIPs coming from other training providers to our program for placement and retention services. Retention is tracked for 6-months.

Westchester County Department of Social Services

CTL is implementing a Central Placement Unit (CPU) that includes career coaching, aggressive employer engagement and intensive case management for TOP and other recipients of public assistance in Westchester County. We are an extension of the existing Westchester network of services, and accept referrals from other local providers that have been unsuccessful in providing gainful employment opportunities for job-ready participants.

Baltimore City Department of Social Services

CTL provided enrollment, case management, job readiness training, placement and retention services to TANF VIPs referred by the Baltimore City Department of Social Services whom were identified as having multiple barriers to employment. Extensive community collaboration aided in VIP work experience and community service activities within the first 2 weeks of participation. VIPs were tracked for 17-weeks of retention.

Boston/ Springfield Department of Transitional Assistance

CTL provided outreach, assessment, enrollment, case management, job readiness training, placement and retention services to TANF VIPs referred through the Department of Transitional Assistance that fell into 4 distinct categories: (1) job ready, (2) VIPs with work history and education, but with personal barriers to employment, (3) VIPs with little or no work history, limited English, limited education and/or vocational skills, and in need of structured services, and (4) VIPs with substantial barriers to employment including a disability and the need for individualized support. This program ended as a result of the Commonwealth of Massachusetts's budget reductions.

Workforce Alliance (South Central Connecticut Workforce Investment Board)

CTL coordinated with the local CT Works offices and affiliate One-Stop operator as well as stimulus funded education and training programs, to determine and conduct viable referrals for identifying and serving WIA-eligible Adults and Dislocated Workers in order to facilitate placements. This program focused on serving three groups of VIPs (1) individuals in all regional stimulus-funded education and training programs; (2) individuals requiring direct placement; (3) and individuals appropriate for On-the-Job training contracts with local employers. We were co-located with the Greater New Haven Chamber of Commerce. This program ended at the end of stimulus funding.

3. ***Consistency In Exceeding Key Performance Indicators:*** CTL delivers exceptional results for all of our funding partners. Across the nation, we are ranked at the top of key measures (participation, placement, retention, customer service and referrals are all performance areas where we excel) in every city we work in and have never lost an award due to performance. Our knowledge of technology and culture building in a “*do more with less*” environment make CTL the cost effective choice. Our current responsibility to help build an internal “on-line internal CWP university” has been a huge success; often doubling required enrollments. CTL attracts and trains the highest caliber instructors and design experts; it is core strength of our company and unique to the workforce industry.
4. ***Superior Employer Engagement & Partnership Building:*** As the National job market becomes more complex and social media and technology continue to change the manner in which jobs are created, posted and found, workforce systems demand and deserve a more aggressive and effective employer engagement strategy. All 3,000 Regional Workforce Development Boards, DHSS Works, are challenged with re-branding themselves as progressive and responsive to modern day employers.

CTL is a nationally recognized, proven service provider who has designed and implemented a comprehensive strategy, beginning with a cost effective employer needs analysis that portrays the one stop system as a progressive, caring, technology driven process that can fill a company's hiring needs at no cost.

CTL's outstanding placement record in Philadelphia, Wilmington, Baltimore and Washington DC exemplifies the strategies and processes that will be implemented in DHSS. We are confident that we can immediately accelerate the Bureau of Working Families' brand while accelerating the current placement and retention performance.

Our innovative candidate hiring events have received industry praise. Our recent placement successes include but are not limited to:

- September 2011: *Career* TEAM partnered with Burlington Coat Factory in Philadelphia, PA to conduct a three-day hire fair which resulted in over 600 interviews and 150 hires, with 50 of the new hires being *Career* TEAM VIPs. Central Parking another Philadelphia based company held an internal hire fair for our *Career* TEAM VIP's. A second phase of this partnership occurred in January 2012 when Burlington interviewed an additional 35 plus VIPs. Of this group, 11 VIPs have been hired and the final interviewing stage is continuing for the remaining VIP's;
- May 2011, our Wilmington, Delaware office hosted an on-site hire fair for our VIPs. In addition, *Career* TEAM Delaware opened the hire fair to the general public. With over 500 plus job seekers attending and 25 employers in attendance, the Delaware Hire fair was a tremendous success. Employers that have participated over the past four years in the Delaware Hire fairs include but are not limited to: Bright Horizons, Amtrak, Lowes, Home Depot, The Wawa Corporation, Bank of America, US Airways, AAA Services, Burlington Coat Factory, ING Direct, Best Buy, Double-Tree Hotel, Wal-Mart, Sears, Christiana Care and Citizens Bank.

5. ***Unique Ability to Enhance Culture & Perception:*** CTL is known for low turnover and a high-energy culture. CTL has created an industry first, *Office of PERKS*, which mirrors the cultural policies of celebrated worldwide leaders like Starbucks, Disney, Zappos and Ritz Carlton. CTL has a dedicated corporate team to instill these values in every CTL project; it is a key reason for our rapid growth. Our customer satisfaction surveys ALWAYS exceed expectations, which is a direct reflection on our careful staff selection, intense staff training and stability. If afforded the honor to provide the three functional components, we will deliver results and enhance the CWP brand as an innovative, performance driven workforce system.

CTL prides itself on innovation and customer driven programs: we are a technology-based career coaching company for the 21st century job seekers. From the moment customers enter any of our national locations, they feel the unique and compelling approach that we take to assist in their search for self-sufficiency. CTL participation is an *experience* not just another program! Our Office of PERKS' innovations include:

- Our customers are called *VIPs: Very Important Participants!* And our staff members are TEAMers: we believe in the team approach to success!
- Our locations are alive with our CTL colors: orange, green and purple! We know that this lively color scheme makes a difference because our VIPs comment on how exciting and inviting our offices are compared to other programs that they have attended;
- Our TEAMers are equipped with bells to ring throughout the day to recognize accomplishments of both TEAMers and VIPs alike. Our Job Development wing has a HUGE mariner bell that is rung any time a VIP gets a job, reports retention on the job, or achieves a new benchmark;

- Our *Office of PERKS* (Professional Development, Excellence, Recognition, Kulture, and Service) provides support and companywide kulture building from new hire orientation throughout employment. The PERKS is a revolutionary approach to kulture enhancement which is paying huge dividends and is now a blueprint for other workforce organizations to follow.

Through this division, we have redesigned our mission: *To positively change the quality of human lives and those of generations to come, by connecting one Very Important Person to one Very Important Employer, one person, one employer, one job at a time.* To that end, we have established core values that all of our TEAMers live by:

- *We are a TEAM with family values*
- *We are Passionate!*
- *We keep our word. PERIOD.*
- *We provide an Amazing VIP Experience*
- *We only ask what we are willing to do ourselves*
- *We enthusiastically display our company and TEAM spirit!*
- *We ZAG!*

Other Kulture building activities that are conducted across ALL of our national contracts include our *intra-company blog and our book club (techKNOWclub)*.

CTL BLOG: Our blog allows all 110+ TEAMers to interact with each other: simple birthday greetings and anniversaries announcements make TEAMers ‘employees of the day’ and create a positive and supportive work environment. Additionally, blog posts of industry related information enables total company growth without having to convene national meetings which can interfere with daily VIP responsibilities.

CTL TECHKNOWCLUB: Our book club, the techKNOWclub, combines traditional book club activities (reading a specified book) and technology (all questions are posted and discussed online via our club blog). Participation is 100% voluntary and our members have read books including *Delivering Happiness* (by Zappos CEO Tony Hsieh) and *Onward* (by Starbucks CEO Howard Shultz). Lessons learned through this club have resulted in our new kulture, as well as new ideas for innovation within our operations.

The primary mission of CTL is to *close the nation’s growing opportunity divide* through technology based, project management of government funded workforce programs. CTL is a Connecticut based, socially conscious organization, which derives revenues from:

1. Procurement of state and federal Government funds to administer workforce related projects
2. Consulting to other profit and non-profit government funded, workforce development contractors
3. The creation, production and distribution of technology based career coaching products and services

CTL is a nationally recognized leader in the workforce development industry. Since inception in 1996, CTL has been awarded contracts valued at over \$60 million in public and private funding. This amount continues to increase with several new public/private partnerships.

Submitted by *Career TEAM, LLC*

Career TEAM successfully manages similar performance based workforce projects in Baltimore, Philadelphia, Wilmington, Westchester and Washington DC

At CTL, we believe we are in the midst of a *Workforce Revolution*...

- There is a paradigm shift, taking place, where government funded job seekers require enhanced *technologies* to accommodate the rapidly changing job market and candidate evaluation process
- For CWP, *technology* is a primary factor in this revolution as program funding continues to decline and the system is challenged to do more with less
- Despite a myriad of statistics highlighting the increasing opportunity divide, few providers serving government understand that *technology based career coaching* is the essential cost effective solution

Regarding objectives, CTL aspires seeks to become the most respected technology based, brand in the workforce development industry.

- **CTL has an objective to convert CWP to the most respected, performance orientated WIB in America;** we will cultivate a culture of passion and attract talent who see work not as a job, but rather as a “calling;”
- CTL is rapidly becoming the undisputed workforce leader as evidenced by the growth of our innovative project management and coaching solutions; our technologies will streamline the process flow of the multiple CWP sites;
- CTL seeks to enhance the reputation of NAWB and share our solutions with the nation. In addition to numerous speaking engagements at NAWB, NAWDP, USDOL best practice conferences, CTL has been profiled for our workforce solutions on *CNN*, *60 Minutes* and *Fox*.

How CTL Objectives Relate To Workforce Development - Progression to Excellence:

Since inception, CTL has carefully married its mission to the changing landscape of workforce development. This has assured consistent growth and innovation. For state and federal agencies as well as employers, CTL offers a variety of consultative and staff training options ranging from providing curriculum design, job search products & services to co-managing entire performance related projects (One Stop Centers, Job Corps, TANF and Long Term Unemployed).

- In 1996, *Career TEAM* responded to the Welfare Reform Act (1996-2001) developed by Congress, which established a 5-year term limit for public assistance recipients. During this time, the company found employment for over 15,000 former welfare recipients and assisted more than 1,000 U.S. companies develop Welfare to Work programs and gained access to (Work Opportunity Tax Credits, On The Job Training Funds and Customized Training Awards). During this period, *Career TEAM* designed and marketed several corporate training offerings to companies including (AT&T, Xerox, Union Carbide, Omni Hotels);
- In 1998, *Career TEAM* responded to the 1998 Workforce Investment Act (WIA), and began managing One Stop, Core & Intensive, Business Services Units (Placement & Employment Upgrade Units), Case Management functions in Connecticut and Florida;
- Since 2003, *Career TEAM* has emerged as a national leader with regard to agency consulting of adults and youth. Examples include a contract to design and implement a job readiness solution to serve 16,000 Louisiana welfare recipients and 100+ LDOL staff, an award to train all Philadelphia, One Stop Directors and Employer Engagement staff, an award through the DC Department of Health & Human Services to conduct employer outreach strategies staff training for all Washington DC TANF vendors and coaching with Job Corps for a national Career Readiness contract to serve 24,000 staff and 65,000 students.

Career TEAM's rapid expansion is depicted below:

- 1996: Featured on CNN and the British Broadcasting Network as an innovative, entrepreneurial and effective workforce development company;
- 1997: Named by Washington DC based, National Welfare-to-Work Partnership and National Alliance of Business' Blueprint for Business directory as one of the top 10 training intermediaries in the country;
- 1998: Received personal letter of commendation from President Clinton for outstanding performance in workforce transition; participated in highly prestigious White House forum on welfare to work solutions;
- 1999: Named one of only 160 recipients of the U.S. Chamber of Commerce *Blue Chip Enterprise Award* for innovation in workforce development;
- 2000: Introduced *Youth Success Series* curriculum, which resulted in first federally funded Jobs Corps contract (Western NY Outreach & Admissions) and Youth Opportunity (YO!) contracts;
- 2001: Introduced *Corporate Training Series* and named by INC Magazine as one of America's 500 fastest growing, privately held corporations;
- 2002: Introduced *Personal Development Series* delivered to the general public through seminars and personal growth materials and named *Most Innovative Workforce Development Company* by American Business Awards;
- 2003: Introduced *Agency Certification Series* to build capacity and increase performance of workforce development government contractors including Job Corps;
- 2004: In 2004, began pursuing a nationwide expansion including a contract award by Louisiana Department of Labor to serve 16,000 welfare recipients and an award by the National Office of Job Corps to design and implement a new career curriculum for 65,000 students and 24,000 staff;
- 2005: Introduced *The Career TEAM Insider*, an electronic newsletter highlighting effective strategies for competing in the 21st century workplace. *Career TEAM* and the Tribune Company (Hartford Courant) partner to create CareerBuilder TV, a career management television program concept;
- 2006: Opened corporate office in Washington DC to serve national contracts. Added Baltimore TANF project funded via DHS and introduced partnership with *The Pacific Institute* of Seattle, Washington;
- 2006: Introduced *Career EDGE* radio program distributed through National Public Radio (NPR), opened Wilmington, DE office awarded through DOL award;
- 2007-2008: Opened additional offices and refined technology based career coaching approach;
- 2009: Spoke at USDOL, NAWDB and NAWB conferences as keynote presenter, awarded contract to provide services in Philadelphia, opened 20,000 square foot office, conducted the *Career EDGE* course to 600+ Quinnipiac University students;
- 2010-2011: Introduced *Career EDGE* on line career coaching platform which resulted in *60 Minutes* profile, awarded contract in Westchester County, NY via Department of Social Services, and created CWP on line training function to serve growing population.

CTL has a proven track record providing exceptional workforce development services to our funding partners, employers, customers and the community we serve. We excel at providing career related services that empower our customers to develop skills, refine their career goals, integrate the supported

work experience, and technology based training. We strive to offer the local employers an educated, qualified and motivated work force.

Studies show that there remains a major cultural disconnect between the public sector and the private sector. CTL continues to bridge this gap by acting as a professional liaison between government-funded job seekers and private sector hiring authorities.

Gone are the days where taxpayer dollars funded education and training programs producing marginal results. While many organizations have good intentions, CTL believes that *performance based contracting*, where state and federal funding sources reward documented placement and retention, is the most cost effective use of shrinking government funding. *Career* TEAM subscribes to the "compensation follows contribution" model and continues to advocate that performance is enhanced when providers are held accountable for outcomes.

Career TEAM continues to enjoy tremendous success because its innovative delivery system moves hard to serve customers into qualified openings; saving taxpayers and the officials who oversee these funds time, energy and money. For example, if a family of three on welfare for five years in the US costs taxpayers \$75,000, *Career* TEAM can engage, place and retain that customer for less than \$5,000. That is cost effective!

COMPREHENSIVE TANF SERVICES:

The Welfare Reform Act of 1996 brought significant change to America's welfare system as states made the transition to Temporary Assistance for Needy Families (TANF), which replaced Aid to Families with Dependent Children (AFDC). Since this legislation, *Career* TEAM has been dedicated to assisting cities and states meet performance requirements for low income families. Through the competitive procurement process, *Career* TEAM has established a growing number of dedicated career placement and retention sites.

Our TANF service offerings include:

- Outreach (Home Visits) & Admissions
- Eligibility Determination & Referrals to Selected Programs
- Customer Assessment & Personality Type Coaching
- Grief & Loss Coaching
- On Line & Instructor Facilitated Career Readiness Training
- Job Placement & Career Retention
- Comprehensive Case Management
- Customer Stipend and Bonus Management
- Tax Credit and Economic Development Services
- Automated Data Management & Tracking

COMPREHENSIVE GENERAL ASSISTANCE SERVICES:

CTL cut its teeth by serving the State Administered General Assistance VIPs in CT's largest cities during the late 1990's. This population is the same as the customers to be served by this proposal. Our GA service offerings include:

- Outreach (Home Visits) & Admissions
- Eligibility Determination & Referrals to Selected Programs
- Customer Assessment & Personality Type Coaching
- Grief & Loss Coaching

- On Line & Instructor Facilitated Career Readiness Training
- Job Placement & Career Retention
- Comprehensive Case Management
- Customer Stipend and Bonus Management
- Tax Credit and Economic Development Services
- Automated Data Management & Tracking

COMPREHENSIVE WIA SERVICES

Career TEAM provides a variety of services to Workforce Investment Act (WIA) One Stop Systems throughout the US. *Career* TEAM prides itself on providing cost effective benefits to all partners, regardless of the unique aspects of each One Stop where roles and responsibilities often overlap. Our WIA service offerings include:

- Comprehensive One Stop Management
- Core Services Functions
- Job Placement and Retention
- Adult Worker Programs
- Older Worker Programs
- Green Jobs Initiative

Development and Implementation of On-Line Training Programs

CTL has been profiled in several national media sources including *CNN*, *INC Magazine*, *The Employment and Training Reporter* and *The National Alliance of Business Work America*. This stellar performance record has resulted in numerous honors and commendations including:

Career TEAM's outstanding record of ***accelerating the human condition*** has resulted in numerous honors:

- Named by Inc. Magazine as one of Americas 500 fastest growing privately held companies
- Recipient of the US Chamber of Commerce Blue Chip Enterprise Award for innovation
- Featured by CNN, Money Magazine, Inc. Magazine and the British Broadcasting Network as an innovative, government funded solutions program
- Invited to the White House after being cited by the National Welfare-to-Work Partnership and National Alliance of Business as a top 10 US training provider

Career TEAM is a strong supporter of the Workforce Development industry and has proudly sponsored and/or presented at the following:

- National Association of Workforce Development Professionals Annual Conference (NAWDP)
- National Association of Regional Workforce Boards (NAWB) Annual Conference
- National Workforce Alliance (NWA)
- United States Department of Labor Forums
- National Alliance of Business Annual Conference
- US Chamber of Commerce Employment and Training Committee
- State TANF Directors Annual Conference
- National Office of Job Corps Annual Conference
- Association of Farmworker Opportunity Programs (AFOP)

As a socially conscious organization, *Career* TEAM has found a healthy balance between for-profit innovation and community enrichment. Looking ahead, the organization will continue to close the nation's opportunity divide with additional CTL government funded workforce sites; while also building staff capacity of workforce funding sources and industry providers through CTL Consulting.

F. Bidder References: SAF/Dana

CHARTS 3 and 4 on the following pages outlines CTL's current list of program references.

CHART 3: CTL References						
State of Delaware						
Service Element	Contracting Entity / Annual Budget	Contact	Years of Operation	VIP Type	Scope of Service / Average VIP Numbers	Outcome Data
<ul style="list-style-type: none"> • Education/GED/ Literacy Referrals • Job Readiness • Placement Services • Retention Services • Ex-Offender Support Services • Limited Work History • Limited English 	Delaware Department of Labor / \$1,208,000	Colleen Cunningham 4425 N. Market St., Wilmington, DE 19802 (302) 761-8122	2007 to Present	TANF, WIA	Provide Job Readiness, Employment and Supportive Retention Services to TANF customers. Contract established outcomes as customers participating for 30 hours per week in compliant Core activities, which includes training, employment, work experience, and vocational education, for up to 12 consecutive weeks. Option to renew exercised by funding source. Average Annual VIP Numbers: 1,100	<p>CTL is on target to maximize the 11-12 contract by meeting or exceeding all participation benchmarks. Current performance results are through March.</p> <ul style="list-style-type: none"> • Enrollment: Actual 401 - Goal 758 • 1st Four Consecutive Weeks Participation: Actual 340 - Goal 655 • 2nd Four Consecutive Weeks Participation: Actual 230 - Goal 444 • 3rd Four Consecutive Weeks Participation: Actual 193 - Goal 421 • 12 Consecutive Weeks Participation: Actual 144 - Goal 302 • Keep-a-Job Enrollment: Actual 88 - Goal 528 (reporting is delayed for KAJ).

CHART 4: CTL References Continued

Other States

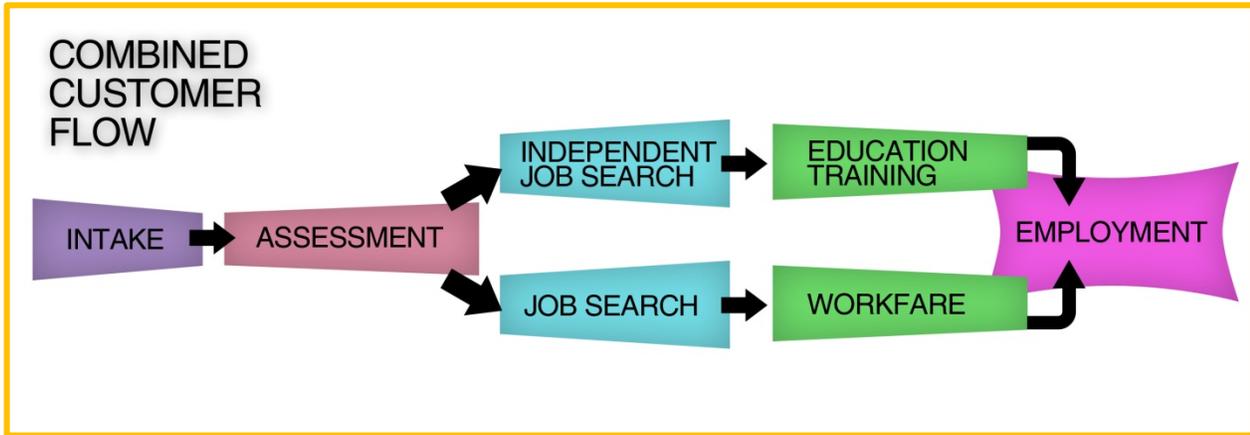
Service Element	Contracting Entity / Annual Budget	Contact	Years of Operation	VIP Type	Scope of Service / Average VIP Numbers	Outcome Data
<ul style="list-style-type: none"> • Education/GED • Literacy • Job Readiness • Placement Services • Retention Services • Ex-Offender Support Services • Limited Work History • Limited English 	<p>Hartford CT Capital Workforce Partners / \$950,000</p>	<p>Pam Nabors One Union Place Hartford, CT 06103 (860) 522-1111</p>	<p>2004 – Present (CTL has operated numerous projects in Hartford and other CT cities since 1996)</p>	<p>TANF, WIA, Ex-Offenders, General Public</p>	<p>Provide One-Stop core services including job seeker workshops and resource library supervision in 3 local CT Works centers. Our staff provides greeter and resource library functions, job seeking and job keeping workshops, tracking of core services in the Connecticut MIS system (CTWBS), etc. Additionally, we have an ex-offender retention specialist and employ a Disability Program Navigator at the request of the funding source to serve customers with disabilities. During PY 2010-2011, we expanded our workshop offerings to include online training programs that are quickly becoming valuable assets in our industry. Our customer satisfaction rate has exceeded contract expectations over the lifetime of the contract. Average Annual VIP Numbers: 45,000</p>	<p>This CTL closed out PY 2010-2011 by exceeding 6 of 7 contractual benchmarks:</p> <ul style="list-style-type: none"> • Online Training Participation: 418 with a goal of 200 (209% of goal); • Ex-Offender Retention for 12 months: goal is 75% of participants, CTL reached 80% (exceeding goal by 5%); at 24 months retention goal is 60%, CTL reached 73% (13% over goal), and over 24 months retention goal is 60% while CTL reached 80% (20% over goal); • Disability Program Navigator VIP Services: 232 with a goal of 240 (97% of goal) and IRTS completion of 41 with a goal of 12 (290% of goal). • Computer Literacy Participation: 432 with a goal of 200
<ul style="list-style-type: none"> • Education/GED • Literacy • Job Readiness • Placement Services • Retention Services • Ex-Offender Support Services • Limited Work History • Limited English 	<p>Philadelphia Workforce Development Corporation / \$3,000,000</p>	<p>Melissa Merriweather 1617 JFK Boulevard, Philadelphia PA 19103 (215) 557-2539</p>	<p>January 2011 to Present</p>	<p>TANF</p>	<p>Provide the following services:</p> <ul style="list-style-type: none"> • support, resources, education and referrals as it relates to the children of the EARN Center customer • resource guide for all available agencies within Philadelphia County • relationships with neighborhood agencies and schools • assessment of the family's barriers as it relates to the customer's children • meetings with parent and children to address issues and barriers as needed with follow-up, next steps and resolution on a case-by case basis • Conduct home visits to support customer in dealing with the child • Develop and empower customers on how to conduct meetings with agencies regarding their children's needs. • Conduct ongoing communication with case management staff to discuss customer's progress in addressing their children's barriers • Participate in orientation by giving an overview of the family support services available at the 	<ul style="list-style-type: none"> • Through 12-31-11, CTL has engaged 16 businesses in direct services (employer specific recruitment sessions) and has placed 353 VIPs with 168 local employers. • CTL has served 3,639 customers and has averaged an 85% contract capture rate. Our average Activity Compliance Rate (ACR) is 78%, our average Work Activity Rate (WAR) is 61% and our average six month retention rate is 68%.

					EARN Center Average Annual VIP Numbers: 1,480	
<ul style="list-style-type: none"> • Education/GED • Literacy • Job Readiness • Placement Services • Retention Services • Ex-Offender Support Services • Limited Work History • Limited English 	Baltimore City Department of Social Services / \$250,000	Jonathon Thompson 1910 N. Broadway Baltimore, MD 21213 (443) 378-4700	2006 to Present	TANF	Provide Job Readiness, Employment and Supportive Retention Services (17 weeks) to TANF customers identified as having multiple barriers to employment. Contract established outcomes as customers participating for either 40 compliant hours per week, or, if employed, making at least \$184.50 per week, for one month; the second outcome is 4 weeks of employment and the third is 17 weeks of employment. Average Annual VIP Numbers: 685	Our previous 30-month contract results show that the contract benchmarks are 100% of goal for payable months of federal work participation, 61% of goal for unsubsidized placement 8 weeks plus and 51% of goal for unsubsidized placement for 12 weeks. Participation and placement results dropped off when the BCDSS modified its incentives for retention. For our 2011-12 contract, CTL had the highest Work Participation Rate in the City at 84.6% (70% is goal).
<ul style="list-style-type: none"> • Education/GED • Literacy • Job Readiness • Placement Services • Retention Services • Ex-Offender Support Services • Limited Work History • Limited English 	D.C. Department of Human Services / \$2,500,000	David Ross 625 H. St., NE Washington, DC 20002	2005 to Present	TANF	Provide Job Readiness, Employment and Supportive Retention Services (6 months) to TANF customers. According to current DHS performance monitoring, CTL ranks at a 4.88 out of 5 overall performance for its TANF program. Average Annual VIP Numbers: 900	For our current contract year (October 2010 through May 2011) our participation is 5228 with a goal of 3500 (clock hours: 149% of goal) placement is 148 with a goal of 210 (70%).

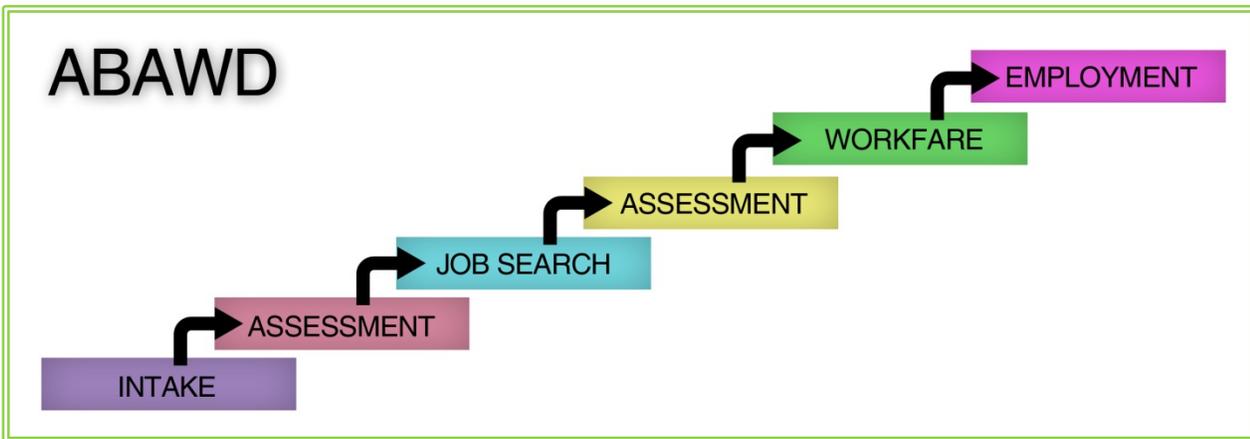
G. Proposed methodology and Work Plan:

CTL will approach both populations with similar methodology and work plans: Intake, Assessment, Job Search, Employment, Reporting and Monitoring, and Policy/Programmatic Development Collaboration will be version of our nationally recognized programs.

Our proposed VIP flow for the combined ABAWD and non-ABAWD is as follows (the individual VIP flow and customized steps will be outlined later in the scope of services):



The ABAWD customized VIP flow is as follows:



1. Intake

The primary purpose of CTL’s intake team is to ensure the ABAWD VIP is positively supported by a team of staff who will empower the VIP towards self-sufficiency. This begins on the day that DHSS refers the individual to CTL. What makes us different than other programs is we view each referral as an honor: it is our privilege to be given the opportunity to provide the VIP with the best career training, supported job search, case management, job placement, and retention that one can offer. Empowering the VIP to achieve his/her goals successfully is everyone’s responsibility – not one single element.

The Intake process is a memorable one; each VIP is personally invited to participate in the CTL experience. This starts with the Welcome Packet that they receive via the mail that includes a hand

written invitation and appointment card, as well as a map to the site. It is our experience that the first week of training (including the 1-day orientation) is the most difficult for some VIPs because of a lack of funds for the bus/gas. To alleviate this transportation challenge, CTL provides a weekly bus pass/gas card. If the participant attends training for the first week and demonstrates a commitment to the program, CTL will continue to assist them with transportation.

VIPs that are able to go directly from DHSS to our location receive a warm welcome upon entering our facility and are made to feel a part of the family. We ensure that transportation needs are met and initial barrier removal such as child care, shelter and clothing needs are addressed. VIPs are encouraged to be open and honest about their needs, goals, and expectations and are urged to participate actively in this life altering experience.

If VIPs are not responsive to this process, intensive Outreach is initiated. CTL staff reaches out to the VIP, with follow-up phone calls during non-traditional times such as the evening and weekends, a letter from the Director, and personalized home visits. Our Outreach team will work with the VIP in the home, in the community, or wherever is necessary to establish a level of trust to move the VIP into the office. Incentives are issued to VIPs for attendance, appearance, preparation, etc. to encourage participation with the program.

This intensive outreach begins once a VIP misses a scheduled appointment. When CTL receives notification from DHSS that a VIP has been referred and we confirm that he/she has not yet attended an orientation, the outreach team is deployed to engage the VIP positively.

For example, the VIP will be mailed a welcome letter from CTL's Director with an introduction, name of his/her CM, and specific directions to the agency and needed documents. In addition to the letter, the outreach team will conduct a home visit within 24 hours welcoming them to CTL and identifying any potential barriers (i.e., child care) that may hinder them from participating in the program. Any potential barriers are reported to the VIP's CM so they can be prepared to immediately address the barrier prior to their initial assessment.

The hours of operation for CTL are from 8:00 a.m. to 5:00 p.m. Monday – Friday, 8:00 a.m. to 8:00 p.m. Thursday and 8:00 a.m. to 12:00 p.m. on Saturdays. In order to ensure all VIPs have an opportunity to participate in orientation in relation to when DHSS refers the VIP, orientation is daily at 9:00 a.m. and 1:00 p.m. – and as needed. The times were selected to meet the needs of the VIP and their availability. For instance, orientation starts at 10:00 a.m. daily so that the VIPs can avoid rush hour transportation fees or traffic. If the VIP was referred from DHSS to CTL after 10:00 a.m., they have an opportunity to participate in the after session orientation. If they receive their referral on Friday or they are not available during the week due to previous appointments or trying to remove a barrier, the VIP can attend orientation on Saturday at 8:00 a.m. CTL strives to meet the needs of all VIPs and to make his/her experience at CTL the very best that it can be. To ensure the VIP has a chance to participate at all cost, TEAMers will make themselves available for the VIP.

Orientations are conducted by CTL staff on a daily basis. All staff members are trained to deliver orientation. Since it has been recognized that individuals have varying learning styles, orientation is interactive, with opportunities for VIPs to ask questions and gain further understanding of their requirements. To ensure that orientation is both impactful and inspiring the delivery of orientation is both auditory and visual which also aids in a clear understanding by all VIPs. VIPs are encouraged to participate in orientation and the process is rewarding to both the VIPs and the staff. Upon the completion of orientation, VIPs meet with their individual CMs for follow-up and further understanding. VIPs leave the orientation with a clear understanding that we are committed to their success

All staff members, from the Director, managers, and non-managers are available and capable of conducting orientation. The career training instructor is primarily responsible for the 10:00 a.m. orientation, but all staff members rotate to conduct orientation at 2:00 p.m. and on Saturday. To ensure all staff members are current in regard to orientation changes and/or requirements, staff development is conducted monthly by the Director.

The chosen methods of delivery for orientation are interactive presentations and video monitor. Interactive presentations (group activities, peer-to-peer interaction), according to the results of the quarterly report conducted by the quality assurance analyst, the VIPs have intimately enjoyed orientation, career training, and structured job search via group activities. Working as a team to address specific topics have been beneficial and they appreciate being treated as a “person with respect” versus treated as a “Food Stamp recipient.” The VIPs enjoy someone asking for their opinion versus someone “preaching” to them about their life’s mistakes.

The second method of delivery is the video monitor. VIPs have an opportunity to critique videos of interviews, group presentations, and other team building exercises and constructive criticisms. Being able to visually see themselves on a monitor empowers them – builds on their self-worth. From the strengths based perspective in social work, empowering the VIP with feedback on their videos enables them to make corrections and re-address and accomplish the goal and/or task.

During orientation, specified topics are required to be addressed to ensure that all VIPs understand participation requirements and what is expected from them so there is a collective agreement towards self-sufficiency. These topics include: compliance, sanctions, what comprises core activities, empowerment, employer relations, supportive services, participation, vocational training and/or college. Throughout this 4 hour process, all VIPs attending orientation have an opportunity to see their CM and ask more in-depth questions if seeking specific answers.

In order to best educate the VIPs on the benefits of participation as well as the potential penalties of non-compliance, CTL will host orientation sessions for all referred VIPs. During orientation sessions, VIPs will receive orientation packets that include bulleted handouts that correlate with a PowerPoint presentation specifically created for the sessions.

Sessions will provide the VIPs with detailed information covering the support and employment-related services available to them, the consequences of non-compliance of program requirements, sanctioning policies, and employment support services (i.e. attainment and retention of employment).

Both the PowerPoint presentation and the handouts will address:

Program and Company Overview: description of the program being offered and the history of CTL to show VIPs that this program *can work for them*;

Benefits of Participation: the presentation will outline the benefits of participation that include, but are not limited to, one-on-one case management to assist with child care, transportation, domestic violence, substance dependencies, furthering education, mental health issues, etc; hands-on participation; access to JDs who are on-site for individual job seeking assistance; incentives for classroom participation, initial placement, and retention; and support services through to help VIPs *keep their jobs!* VIPs will be eligible to receive incentives to help maintain their motivation for program participation. *Motivation is key to customer success.*

Penalties of non-compliance: As our goal is to motivate participation, TEAMers will reiterate that the CTL program is the means to maintaining self-sufficiency. The presentation will revolve around the benefits of the program – the main benefit being participation in the program means compliance of participation hours and/or related guidelines and requirements. CTL will present the VIPs with information concerning penalties of non-compliance that include, but are not limited to; financial

sanctioning that removes them from the Food Benefit and thereby reducing the VIPs' benefits until such time as compliance is maintained.

Orientations also include: processes/procedures, food stamp impacts caused by wages earned, and, most importantly, *differences between this program and all previous programs in which the customer may have been enrolled.*

2. Assessment

As indicated previously, CTL has operated programs in Connecticut since 1996, Washington DC since 2001, Miami in 2002, in Baltimore since 2006, in Wilmington, DE since 2007, and in the fall of 2009 established offices in Springfield and Boston, MA. Our South Philadelphia EARN Center that opened its doors in January 2011 and Westchester, NY opened in early 2012.

Our experience reinforces that the population to be served under this solicitation shares many similarities with the populations we are currently serving. We know that many in the target population to be served will have barriers to employment including: poor or limited work histories, health problems, low basic education skills, lack of technical knowledge, limited understanding of social media, substance abuse, limited English proficiency, criminal history, and/or domestic violence issues. Furthermore, through its collaborative efforts in North Central CT, CTL has experience working with customers with disabilities, ex-offenders, veterans and dislocated workers with varying degrees of career aptitude.

As our national contracts indicate, we are familiar with customers with barriers. CTL has vast experience in addressing: child care, transportation, substance abuse, domestic violence, lack of education, lack of work experience, poor or no housing, and other barriers when enrolling customers into our programs. We have become the catalyst for encouraging our customers to participate in community based supportive service activities to address these issues.

Our approach to career preparation with all populations includes first and foremost a welcoming, professional, and respectful greeting with every individual we encounter. First impressions are lasting and customers need to feel that we are there for them and give thoughtful assistance and develop a plan to meet customer's needs.

We at CTL refer to our customers as VIPS (Very Important Participants) and have as part of our core values (#4) that "We Provide An Amazing VIP Experience" bringing a sense of belonging, motivation, enthusiasm, optimism and the highest levels of service standards to each and every person we encounter. Our exceptional service and treatment of our VIPs is empowering and changes lives.

CTL's method of conducting assessments is always Asset based. Many of our exercises within our Career *EDGE* Curriculum are geared towards the VIPs doing their own self- assessment which enables them to begin the process of a mind shift which will lead to them ultimately seeing the "Assets" that they possess and being motivated to start from there to fulfill their purpose in life.

The Assessment tools to be utilized are as follows:

- EAEP (Employment Assessment and Employment Plan) is designed to assess individual career goals, basic reading and math, work experience, vocational and educational credentials. The employability assessment will cover:

- The participant's employment-related skills and abilities, barriers to employment, steps necessary to overcome the participant's barriers to employment and any special services needed to meet the participant's needs.
- The participant's literacy level.
- The participant's education and employment history.
- The participant's ability to communicate in the English language.
- The estimated length of time it will take the participant to obtain employment.
- NCPA (Non Custodial Parent Assessment) is designed to explore individual strengths and challenges faced by Non Custodial parents. Non Custodial parents face various needs and differ from case to case. Our assessment would identify these needs individually and focus on empowering the VIPs to face and overcome the barriers they face.
- Employment Readiness Assessment: The formatted Likert Type scale instrument will ascertain if the VIPs have functioning résumés, identify their specific career interests, determine their understanding of the role and/or operation of office equipment, and evaluate their level of employability skills.

Assessment Description

In recognizing that all VIPs are different we propose to utilize various assessments based on the need, qualifications, and or barriers identified. These are some of the assessment tools we may employ:

- *Comprehensive Adult Student Assessment System (CASAS)*: CASAS is the most widely used competency-based assessment system in the United States designed to assess the relevant real-world basic skills of adult learners. CASAS measures the basic skills and the English language and literacy skills needed to function effectively at work and in life.
- *Face-to-Face Interview*: VIPs will also participate in face-to-face interviews with the Case Manager. Our assessment packet asks a series of probing questions which lead to a clear picture of clients barriers, needs, skills and abilities while also allowing an opportunity to develop a plan for success. Transportation needs will be assessed to ensure that transportation does not become a barrier during this process.

3. Job Search

CTL's bread and butter in the Workforce Development industry has been our job search, placement and retention services. We have been recognized throughout the East Coast for our placement strategies and retention outcomes. Job search has evolved since the traditional job postings on Monster, Careerbuilder and other job board sites. We have moved towards a more proactive direction to actively engage employers one-on-one instead of sending blind emails or applying through your various job boards. Our techniques have become very systematic in the way we search for open job listings. It is our experience that researching the featured company and connecting with the HR Manager or other key decision maker, through the resource tools of social media, have been more effective of an approach in finding available opens in the workplace.

Ahead of its time, in 2010 CTL created and launched a Social Media Course. In order to stay in sync with the ever evolving technology of today, *Career TEAM* created video tutorials on how to use Social Media for the job search. These videos are step-by-step screen recordings with voice overs instructing VIPs how to do the following on Facebook, Twitter and LinkedIn:

- How to conduct a detailed job search using the robust tools available on these sites.
- How to network with companies and their employers via social media.

- How to create a professional profile which acts as your online brand and resume.

Included with the tutorials are tips and trends online that can be helpful while navigating the web looking for a job opportunity. These tutorials are made available online so that any student can access them at anytime from anywhere. Because social media is constantly being changed and updated, videos are also updated to reflect new features or functionalities online.

The workforce industry is traditionally not regarded for innovation or technical expertise. For the purposes of this proposal, it is essential that DHSS select a PROVEN provider who can anticipate the needs of job seekers, and incorporate technology and technical training with experienced talent to implement at the partner and customer level. In addition, CTL has trained over 10,000 workforce staff nationwide resulting in capacity building and efficiency. CTL innovates in numerous areas; we were the first provider to outfit our employer engagement teams with Ipads; so they can visually show employers on line candidate profiles versus basic resumes.

Regarding one stop coaching services, CTL has been a catalyst and driving force behind the current momentum of on-line coaching that exists in the industry. Our team of experts has designed programs on the cutting edge of 21st century job searching, with a delivery style that takes into account the fear, uncertainty and doubt many customers have about using technology. Topics and user friendly courses like using social media to job hunt, on line job searching and video based interviewing are CTL innovations that are taking over the landscape of job searching.

The CTL education department staff has been carefully selected to be part of the nation's most respected technical training provider. As evidence, CTL has more staff selected to keynote or provide breakout workshops on this topic to NAWB, NAWDP and other related workforce conferences than any other provider. When a workforce system or funding source requires an experienced partner to guide them on technical training, they often call CTL. As an example, we have provided services to all 5 Connecticut RWDB's, the CT DOL and numerous agencies throughout the state. We have been awarded national consulting contracts with established providers like Goodwill, Esperanza, Arbor and several others, who recognize CTL for our technical training expertise.

CTL's newly designed online course *Career EDGE* introduces our VIPs to a comprehensive job search approach and improves every aspect of education in our centers. Our program enables VIPs to learn in a new and exciting way. Online courses allow our VIPs to connect more effectively, stay involved, and collaborate together. Our innovative technology programs and expertise enable us to coach our VIPs to build a better educational experience.

The *Career EDGE* Program

Course Objective: *Career EDGE* is designed to provide VIPs with the tools to manage their career throughout their career lifecycle.

It begins with:

- ✓ self-assessment and clarifying career goals,
- ✓ outlines a solid foundation of the job search mechanics,
- ✓ continues with implementing job search strategies,
- ✓ outlines the transition from student to professional & provides upward mobility coaching.

Course Delivery Method:




How the course works:

CareerEDGECTL.com

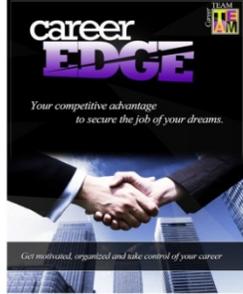
Step 1
Download and Listen to Section Audio  LISTEN TO AUDIO

Step 2
Open Interactive Workbook to Watch Videos and Read Sections  READ WORKBOOK

Step 3
Complete Exercises  DO EXERCISES

Step 4
Take Section Quiz Online  TAKE QUIZ

Step 5
Watch Additional Career Information Videos in the Web Portal  WATCH VIDEOS

In addition to our *Career EDGE* technology, CTL also offers a whole host of webinars: these on-line training sessions have served many staff and customers across the US.

The advantages of Webinar training sessions are many and include:

- The ability to record each webinar for future download and playback
- The ability to poll attendees during the webinar
- The ability to interact with a wider, bigger audience
- The ability to share resources and solutions across state lines
- The ability to survey attendees on a variety of topics

Topics Include:

- 21st Century Customer Service
- Building Relationships and Growing Them Too

- Communication Skills Really Matter
- Effective Prospecting—YES, COLD CALLING!
- Goal Setting – Writing...Doing...Achieving.
- Handling Conflict With VIPs, Customers and Co-Workers
- How to Qualify and Qualify and Qualify and Qualify.
- Management vs. Leadership
- Selling vs. Telling---It's All About Features vs. Benefits
- Step by step Using Today's Technology Instruction
- The 5 Ps. What Are They?
- The 5 Question Close. Learn To Do It.
- The 5-Slide Presentation:
 - Building a formal sales presentation that can be used to engage with employers, VIPs, etc. It will require the use of PPT and will help staff truly define what they should be discussing with people when SELLING their respective programs/curriculum/etc.
- Understanding Economic Trends
- Using Statistics As Selling Tools
- What About The VIP? Selling To Them Is A Must.
- Who Else Does Job Development

These webinars are designed to reinforce training or to present new topics or concepts. Workforce professionals from all 50 states, Puerto Rico and US Virgin Islands have participated in these highly popular webinars. What makes these sessions so unique and compelling is that they were developed by ***Workforce Leaders for Workforce Professionals in Workforce Language***. These sessions provide the motivation; coaching, reinforcement and mentoring that *all staff need today*.

CTL is a leader in workforce development's utilization of technical training to facilitate computer literacy skills, to provide self-paced training for specific populations including ex-offenders, persons with disabilities and veterans and to increase knowledge in specific areas. Those specific areas include interviewing skills, using the web for job search, skills to succeed in a job for example asking for help at work and accepting positive criticism.

Simply put, online and technology-based CTL programs like *Career EDGE* produce results! Our Wilmington, DE location is our first program to have measurable results showing the level of impact that our online *Career EDGE* product brings to our training. In January of 2011 using our nationally renowned *Career Empowerment* training which is 100% classroom training resulted in 25 placements for the month. In January 2012 we implemented our multi-media online training version of *Career EDGE* and our placements increased to 35 placements. This shows an in-house increase of 40%. We expect to report similar results in all of our other programs as well.

4. Workfare Assignment Development

Career Team Delaware Currently has a pool of Workfare Site Relationships. Workfare Assignment Development is an ever evolving function that is spearheaded by the Job Developer as we have learned through experience that our Employer Partners respond well to hiring individuals after having an opportunity to witness their skills in the Workfare Setting. Workfare Assignments /Placement

leads to Employment or opportunities to Coach VIPs on areas that need improvement or additional skills

5. Workfare Assignment Placement

Workfare Assignment Placement is a joint effort between the Trainer, Job Developer, and Case Manager as we want to ensure the most beneficial matches to the VIP and Employer. CTL utilizes a team placement approach to maximize success rates. Experience has shown that the collaborative efforts allow for input from several individuals who have had an opportunity to work closely with the VIP.

6. Employment

CTL Delaware currently maintains an active database of over 400 employers. The Employer relationship is developed and maintained by the Job Developer, however every staff member has participated in the CTL Job Developer Certification process. We value our employer partnerships and reach out to our employers for feedback, best practices, and on site visits with our VIPs which has been beneficial to our employers as well as our VIPs.

CHART 5 on the following page outlines our recent employment details:

CHART 5: Placement Performance		
Contract	Placements	Details
Philadelphia PA	353 1 st time TANF placements	Placements that initiated with CTL
	850 overall TANF placements	VIPs that may have been placed by previous EARN Center vendor and/or were replaced to move toward retention
Washington DC	232 TANF Placements	63% placement rate
Wilmington DE	353 TANF placements	89% placement rate 70% retention (up to 3-months)
	43 Dislocated Worker placements	81% placement rate (other participants transitioned into training and/or became eligible for pension benefits)

7. Reporting and Monitoring

As a leading technology based Workforce Company, data management is the core strength of CTL. We invest heavily in the design and implementation of sophisticated data systems to identify challenges. Very often, CTL solves these challenges by our analysis of where disconnect between goal attained and a shortfall exist.

At a minimum, CTL will monitor VIPs performance of ABAWD Workfare assignment responsibilities and work with the VIP when necessary to ensure good progress. Furthermore, CTL will report VIP attendance on a weekly basis both manually and by entering the data in the DCIS II system.

CTL tracks a myriad of items including: enrollment, eligibility, participation, placement and retention of over 20,000 active clients, employers and partners annually. We recruit the best IT talent in the industry to ensure we remain ahead of the tech curve.

Our new *Career EDGE* program requires sophisticated data capture of user passwords; and decisions on competency tests effect our modifications to the curriculum. We want to ensure our data capture provides insight into decisions on how to best prepare candidates for the 21st century workplace.

Other areas of decision making that is based on data review include by are not limited to:

- Caseload Management
- Contract negotiations to increase funding levels
- Monthly reporting to funding sources
- Staffing Patterns
- Tracking Benchmarks/Performance
- VIP status updates by activity
- VIP tracking/reporting

CTL works in partnership with all of our local funding sources: our staff is fully trained to access and report using the required data management system. For example, in North Central Connecticut staff are trained in the use of CTWBS for enrolling VIP's in workshops, entering attendance and

documenting relevant progress. Specifically enrollment and attendance is entered for online learning, computer literacy classes, ACCESS (orientation for persons with disabilities) and Breaking Into the High Tech Workforce. In the Online Learning program, daily progress is entered into a master excel sheet to track individual progress and usage of specific technology based programs in the online learning classroom. Excel is also used to track progress of ex-offenders enrolled in the retention program. SiMentor programs reports function track student passing grades and progress, while the EduTyping program tracks unit completion.

Technology applications also play parts in the following areas of reporting and monitoring:

- Identification of client needs
- Job matching/employer outreach
- Justification of staffing patterns
- Placement and retention tracking
- Staff enhancement/training
- VIP assessments

CHART 6 below outlines tracking systems that we use/have used in our offices:

CHART 6: Tracking System by Location		
Location	System	Function
Boston/Springfield MA	Enterprise Invoice/Service Management (EIM/ESM)	An Internet billing and reporting service. That replaces paper-based invoicing and streamlines billing for providers and agencies. For the Department of Public Health, Department of Transitional Assistance and its providers, EIM/ESM is a single, agency-wide point of client service management. Confidential password protected system provided by DTA.
Hartford CT	CTWorks Business System (CTWBS)	DOL developed and implemented the Connecticut Works Business System (CTWBS) to integrate WIA, the Wagner-Peyser labor exchange and Jobs First Employment Services programs to replace what had been three separate systems. The system enables staff to provide, track and manage services to customers including job matching and job referrals, workshops, and referrals to training and supportive services. Confidential password protected system provided by DOL/CWP

Philadelphia PA	CAPS CWDS KRONOS	CAPS and CWDS are system used for tracking of VIP activity from assessment and enrollment to placement and retention. These are also used to produce and submit electronic monthly invoices to funding source. KRONOS is a time sheet/participant tracking system used to monitor VIP participation in allowable activities including placement/retention. All 3 systems are confidential password protected systems provided by PWDC.
Washington DC	CATCH	Tracking of VIP activity from assessment and enrollment to placement and retention. This system is also used to produce and submit electronic monthly invoices to funding source. Confidential password protected system provided by DHS
Wilmington DE	DCIS II DOL Tracking	Tracking of VIP activity from referral and enrollment to placement and retention as well as performance, attendance, and job search information, case comments and alerts to DHSS case workers The DOL system is also used to produce and submit data which generates invoices to funding source. Confidential password protected systems provided by DHSS and DOL.

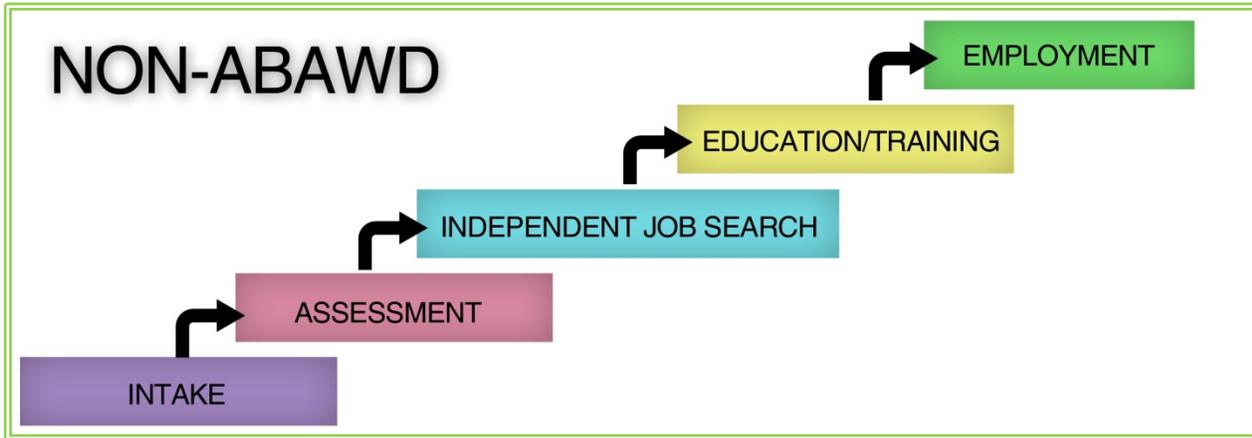
8. Policy/Program Development Collaboration

CTL will actively collaborate with the Division in the development of the program and its policies to meet the changing requirements of the federal government and client population.

CTL will work with the Division to develop and administer definitions of good cause for absences and will work with the Division to develop and administer an attendance grievance mediation process which will be employed prior to the DSS fair hearing process.

As noted on page 18, CTL will approach both populations with similar methodology and work plans: Intake, Assessment, Job Search, Employment, Reporting and Monitoring, and Policy/Programmatic Development Collaboration will be version of our nationally recognized programs.

The non-ABAWD customized VIP flow is as follows:



1. Intake

The primary purpose of CTL’s intake team is to ensure the ABAWD VIP is positively supported by a team of staff who will empower the VIP towards self-sufficiency. This begins on the day that DHSS refers the individual to CTL. What makes us different than other programs is we view each referral as an honor: it is our privilege to be given the opportunity to provide the VIP with the best career training, supported job search, case management, job placement, and retention that one can offer. Empowering the VIP to achieve his/her goals successfully is everyone’s responsibility – not one single element.

Please see pages 18 through 21 for further details.

2. Assessment

CTL will be utilizing the same methods and products for the non-ABAWD VIPs that we will use for the ABAWD VIPs. Please see pages 21 through 22 for further details.

3. Independent Job Search

Job search has evolved since the traditional job postings on Monster, Careerbuilder and other job board sites. We have moved towards a more proactive direction to actively engage employers one-on-one instead of sending blind emails or applying through your various job boards. Our techniques have become very systematic in the way we search for open job listings. It is our experience that researching the featured company and connecting with the HR Manager or other key decision maker, through the resource tools of social media, have been more effective of an approach in finding available opens in the workplace.

As noted on pages 22 through 27 previously, our *Career EDGE* online training program has been created to be used in a classroom setting, or as an independent program for job search. We will utilize its online self-directed option for the non-AWAWD VIPs.

4. Education/Training Activities

CTL Currently works with approved Education and Training providers that enhance a person’s employability. We are able to consistently match VIPs with programs that result in employment. While many programs claim to have a placement component, we gladly take on the responsibility of matching our VIP’s with employers that provide opportunities for employment and ultimately lead to self-sufficiency. CTL has established positive relationships with several of the approved Education and Training providers throughout the State of Delaware and regularly partner with these providers to opportunities for skill enhancement and employability for our participants.

5. Employment

CTL Delaware currently maintains an active database of over 400 employers. The Employer relationship is developed and maintained by the Job Developer, however every staff member has participated in the CTL Job Developer Certification process. We value our employer partnerships and reach out to our employers for feedback, best practices, and on site visits with our VIPs which has been beneficial to our employers as well as our VIPs.

CHART 7 below outlines our recent employment details:

CHART 7: Placement Performance		
Contract	Placements	Details
Philadelphia PA	353 1 st time TANF placements	Placements that initiated with CTL
	850 overall TANF placements	VIPs that may have been placed by previous EARN Center vendor and/or were replaced to move toward retention
Washington DC	232 TANF Placements	63% placement rate
Wilmington DE	353 TANF placements	89% placement rate 70% retention (up to 3-months)
	43 Dislocated Worker placements	81% placement rate (other participants transitioned into training and/or became eligible for pension benefits)

6. Supportive and Job Retention Services

CTL will provide Supportive Services for the duration of the individual’s employment and training participation. All service reimbursements/payments will be actual costs that are necessary for Employment and Training participation and employment. These services will be verified and documented. Supportive Services reimbursements/payments will be provided under the following categories:

- Fees- These services can include testing for employment or education (this includes GED test fees), or other fees directly related to training or employment.
- Clothing- These services will include only clothes that are appropriate for interviewing and employment.
- Accessories for Training or Employment- These services will include purchase of safety equipment, uniforms, shoes, or tools required to participate in training or employment.
- Physical Exam- This service will be authorized when a participant is required to undergo a physical exam to participate in training or employment. This service will only be authorized when it is not available through a public health facility or not covered by Medicaid.

- Eye exams and eyeglasses-When the assessment indicates the participant's vision is impaired, or when the individual needs glasses to continue in a component, or when necessary for employment. This will not include contact lenses unless they are medically necessary and will only be authorized when it is not available through a public health facility or not covered by Medicaid.

CTL will provide Job Retention Services for up to 90 days once the food benefit has ended to an individual who secured employment after receiving other employment and training services. We believe that once a Career Team VIP, always a Career Team VIP and no VIP is ever refused services. Our goal is to move individuals toward self-sufficiency.

7. Reporting and Monitoring

CTL will use the same methods for reporting and monitoring as we will for the ABAWD VIPs. At a minimum, CTL will monitor VIPs performance of non-ABAWD Workfare assignment responsibilities and work with the VIP when necessary to ensure good progress. Furthermore, CTL will report VIP attendance on a weekly basis both manually and by entering the data in the DCIS II system.

Please see pages 27 through 29 for further details.

8. Policy/Program Development Collaboration

CTL will actively collaborate with the Division in the development of the program and its policies to meet the changing requirements of the federal government and client population.

CTL will work with the Division to develop and administer definitions of good cause for absences and will work with the Division to develop and administer an attendance grievance mediation process which will be employed prior to the DSS fair hearing process.

H. Certification and State of Compliance:

CTL complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, CTL will maintain compliance with Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original CDs (Each Labeled as “Original”) and six (6) CD copies (Each labeled as “Copy”). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional CDs (Each labeled “Corporate Confidential Information”). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders will no longer be required to make hard copies of proposals with the exception that one copy of a Cover Letter along with one copy each of Appendices C, D, E, and F must be submitted in hardcopy with original signatures.

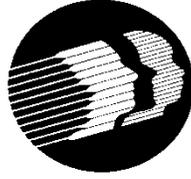
The cover letter should include: bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>.) relative to this RFP, a statement confirming the proposal remains effective through the date shown in **(D)** below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

Kiernan Mohammed
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North DuPont Highway
New Castle, DE 19720

APPENDIX C:

BIDDERS SIGNATURE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

BIDDERS SIGNATURE FORM

NAME OF BIDDER: Career TEAM, LLC
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: Christopher J. Kuselias
TITLE OF AUTHORIZED PERSON: Chief Executive Officer and Co-Founder
STREET NAME AND NUMBER: HQ: 250 State Street Unit C2 / Local: 968 Justison Street
CITY, STATE, & ZIP CODE: North Haven CT 06473 / Wilmington DE 19801
CONTACT PERSON: Dana Fenwick, Delaware Project Director
TELEPHONE NUMBER: 302-654-2833
FAX NUMBER: 302-654-2780
DATE: 6-22-12
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: 06-1443936

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, Career TEAM, LLC HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX D:
CERTIFICATION SHEET



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ___ an individual; a Partnership ___ a non-profit (501 C-3) organization; ___ a not-for-profit organization; or for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): ___ are; are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

APPENDIX E

STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that Career TEAM, LLC will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature:

Title: Chief Executive Officer and Co-Founder

Date: 6-22-12

APPENDIX F

OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME Career TEAM, LLC

NAME OF AUTHORIZED REPRESENTATIVE (Please print) Christopher J. Kuselias

SIGNATURE _____

COMPANY ADDRESS 250 State St Unit C2, North Haven, CT 06473

TELEPHONE # 203-407-8800

FAX # 203-407-8801

EMAIL ADDRESS FEDERAL EI# 06-1443936

STATE OF DE BUSINESS LIC# 2007215124

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification# Pending Certifying Agency Pending
<http://gss.omb.delaware.gov/omwbe/index.shtml>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX G

Contract Boilerplate

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and _____(the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

B) Administrative Requirements

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

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

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. **This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.**

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

If termination for default is effected by Delaware, Delaware will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Delaware may suspend performance by Contractor under this Contract for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Delaware to resume performance.

In the event Delaware suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Department at:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies,

equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A– Divisional Requirements

Appendix B –Contract Budget

Appendix C- Service Description (Scope of Services)

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
18. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
19. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
20. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall

execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

21. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
22. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract 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 Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract 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 Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. 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. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

CONTRACT APPENDIX A

DIVISION [Name Here] REQUIREMENTS

[Division may edit requirements as appropriate]

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system. The Contractor must maintain documentation to support all payment claims submitted to and paid by the Division.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.
4. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Social Services (DSS)' on first reference.
5. The contractor agrees to submit monthly, quarterly, and annual program performance reports and other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
6. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.

7. The Contractor recognizes that the Division does not grant or sub-grant any of its federal funds to the Contractor. The relationship between the Contractor and the Division is solely a contractual relationship.
8. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
9. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
10. Notice of any vacant staff positions included in the budget and paid for by Division funds, must be given to the Division if the position remains vacant for longer than ten (10) working days. The Division, at its discretion, can recoup the lost value associated with positions that remain vacant for longer than ten (10) working days.
11. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.
12. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program/service.
13. The contractor agrees, if applicable, to participate in Local Coordinating Team meetings that will enable personnel to perform more effectively on the project. A contractor who serves more than one county must designate a representative for each county in which they provide service. Failure to participate in the LCT meetings may result in termination of the contract.
14. The contractor agrees that no personal information obtained from an individual in conjunction with the services undertaken shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
15. Contracted staff who, as part of their contractual obligation, are required to access information from and/or enter information into the Division of Social Services various data bases such as the Delaware Client Information Systems, shall be subject to a criminal background check when the contract begins or when the contract is renewed if the original contract began before this requirement. The vendor is responsible to replace any staff person who fails to pass the criminal background check based on the DSS assessment of the results.

The contractor will update the criminal background check on contracted staff who have been identified as personnel involved in providing the services under this

contract and who have had no criminal background check or a criminal background check that is three years or older.

16. The Division will not pay for services performed after the contract expiration/termination date. In order to receive payment for services performed prior to close of business on the contract expiration/termination date, the contractor must submit a payment request within ninety (90) calendar days of the contract expiration/termination date. Payment requests received in excess of ninety (90) calendar days of the contract expiration/termination date will be returned to the contractor without payment.

CONTRACT APPENDIX B
SERVICE AND BUDGET DESCRIPTION

1. Contractor: _ _ _____

Address: _ _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, Division Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

Attachment 1
Monthly Usage Report

APPENDIX A:

BUDGET SUMMARY SHEET

Budget Summary Sheet

Categories

Amounts

Staff Salaries	\$237,036
Fringe Benefits	\$41,629

Travel / Training

Mileage (Rate\$0.55 per mile)	\$4,800
Training	\$5,500
Other (specify)	

Contractual

Rent	\$36,000
Electricity/Heat/AC	\$6,000
Heat	
Communications	\$9,000
Other Utilities	
Printing / Advertising	\$1,200
Postage	\$1,200
Insurance	\$7,200
Repairs	
Other (specify)	

Supplies

Office	\$6,000
Janitorial	\$1,200
Medical	
Program	\$50,000
Other (specify)	

Equipment / Other Direct Costs

Other (Student Support Services)	\$25,000
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Indirect

Admin (12%)	\$60,000
Contractor Fee (12%)	\$60,000

TOTAL BUDGET	\$551,765.00
---------------------	---------------------

APPENDIX B:
BUDGET WORKSHEET

Budget Worksheet

(can attach additional sheets if necessary)

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
Project Director (.5 FTE)	\$32,500
Senior Job Developer (.5 FTE)	\$29,536
Senior Instructor (.5 FTE)	\$22,500
Outreach Coordinator (.5 FTE)	\$15,000
Case Managers (2 FTE, 1 starting 10-1, 1 starting 12-1)	\$64,167
Job Developer (1 FTE starting 12-1)	\$33,333
Instructor/Outreach Assistant (1 FTE)	\$32,000
Total: Salary / Wages	\$229,036

<u>Fringe Benefits</u>	
Proportionate for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. that will be paid by the Agency	
10% Fringe (includes SSI, UI, WC)	\$23,704
Medical/Life Insurance (\$335/month, prorated)	\$17,925
Total: Fringe Benefits	\$41,629

<u>Travel / Training</u>	
Include any programs staff are required to attend. Mileage reimbursement shall be no more than the IRS allowable amount. Subscriptions and association dues may be included in this category	
Mileage between all 3 counties (\$.55/mile)	\$4,800
Job Developer Certification, Career EDGE Training	\$5,500
Total: Travel / Training	\$10,300

Budget Worksheet page 2

Category / Description	Amount
<u>Contractual</u>	
Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid by the Agency	
Rent	\$36,000
Electricity/Heat/AC	\$6,000
Communications	\$9,000
Printing / Advertising	\$1,200
Postage	\$1,200
Insurance	\$7,200
Total: Contractual	\$60,600

<u>Supplies</u>	
Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses	
Office	\$6,000
Janitorial	\$1,200
Program (<i>Career</i> EDGE training materials)	\$50,000
Total: Supplies	\$57,200

<u>Other Direct Costs</u>	
Student Support Services (bus passes, fees, uniforms, etc)	\$25,000
Total: Other Direct Costs	\$25,000

Budget Worksheet page 3

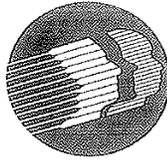
<u>Indirect Costs</u>	
Identify any line items contributing to total costs not delineated in the above sections	
Admin (12%)	\$60,000
Contractor Fee (12%)	\$60,000
Total: Indirect Costs	\$120,000

APPENDIX F

THE BEST AND FINAL OFFER

[Best and Final Service Plan and Budget 9-10-12.pdf](#)

APPENDIX C:
BIDDERS SIGNATURE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

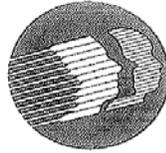
BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: _____
TITLE OF AUTHORIZED PERSON: _____
STREET NAME AND NUMBER: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: _____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____ HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX D:
CERTIFICATION SHEET



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

APPENDIX D

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

APPENDIX D

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

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

9/3/13
Date

 C40
Signature & Title of Official Representative

CHRIS KUSCIS
Type Name of Official Representative

APPENDIX E

STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that Carver (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: _____
Title: CEO _____
Date: 9/3/13 _____

APPENDIX D

APPENDIX F

**OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-
CERTIFICATION TRACKING FORM**



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____
 NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____
 SIGNATURE _____
 COMPANY ADDRESS _____
 TELEPHONE # _____
 FAX # _____
 EMAIL ADDRESS _____
 FEDERAL EI# _____
 STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE)	Yes/No
Minority Business Enterprise (MBE)	Yes/No

Please check one---Corporation _____
 Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____
<http://gss.omb.delaware.gov/omwbe/index.shtml>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20 _____
 NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____
 CITY OF _____ COUNTY OF _____ STATE OF _____