



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No.35-1400-2017-17
CATS Sys Doc ID #019593-0002-0000

PROFESSIONAL SERVICES AGREEMENT For

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

This Professional Services Agreement ("Agreement") is entered into as of **July 1, 2016** and will end on **June 30, 2017**, by and between the State of Delaware, Department of Health & Social Services, **Division of Services for Aging & Adults with Physical Disabilities** ("Delaware"), and **First State Community Action Agency**, (the "Vendor"), with offices at 308 N. Railroad Ave, Georgetown, DE 19947

WHEREAS, Delaware desires to obtain certain services for: **Senior Community Service Employment Program**

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. **Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as **Appendix G; (RFP) #13-053** and (c) **Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix H**. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it

shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from **July 1, 2016** through **June 30, 2017**.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C (Program Assurance) & D, (On-Job Experience). The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix E (Contract Budget).
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C, Program Assurance will not exceed the fixed fee amount of **\$532,533**. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.8. Invoices shall be submitted to: maxwell.amoako@state.de.us

3. Responsibilities of Vendor.

3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
SCSEP	Roy Hazzard	Manager	100%
SCSEP	Fran Burnham	Job Developer/Admin	100%
SCSEP	Lovey Hopkins	Job Developer/Trainer	100%

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.
4. **Time Schedule.**
 - 4.1. A project schedule is included in Appendix H.
 - 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
 - 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix E.
5. **State Responsibilities.**
 - 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
 - a. Copies of reports, surveys, records, and other pertinent documents;
 - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
 - 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
 - 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.
- 6. Work Product.**
- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
 - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

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

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

13. Termination.

13.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3. If termination for default is effected by Delaware, Delaware will pay Vendor 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 Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor'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 Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of

Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

15.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

15.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

19. Complete Agreement.

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement

shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

21. Insurance.

21.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or

- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions..

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720**

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – (Room #137)
New Castle, DE. 19720
Attn: (Maxwell A. Amoako)

VENDOR:

First State Community Action Agency, 308 N. Railroad Ave, Georgetown, DE 19947

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

For the Contractor:

First State Community Action Agency

Original On File

Name

Executive Dir.

Title

For the State of Delaware

For the Department:

**STATE OF DELAWARE
DEPARTMENT OF HEALTH & SOCIAL
SERVICE**

Original On File

Date

5/4/16

Original
On File

Rita M. Landgraf
Secretary

Date

5/16/16

For the Division:

**Division of Services for Aging &
Adults with Physical Disabilities
(DSAAPD)**

Original On File

Lisa Bond
Director, DSAAPD

14

Original On
File

5/16/16

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 10/21/15

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.

1. The contractor agrees to comply with all policies and procedures contained within the *DSAAPD Policy Manual for Contracts*, which is hereby included by reference.
2. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. The contractor agrees to submit quarterly (or monthly) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the *DSAAPD Policy Manual for Contracts* policies Q and S. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
5. The contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.
6. If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.
7. The contractor agrees to acknowledge the Division of Services for Aging and Adults with Disabilities as a funding source in all publicity about the project.
8. 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 lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
9. The contractor acknowledges that no state or federal funds may be requested unless the contractor has the local resources to meet the required match, if applicable. These resources may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.
10. In cost reimbursement contracts, any funds paid by the Division to the contractor, in excess of actual expenditure, incurred and paid by the contractor, must be returned to the Division.

11. Any changes in the line items of a cost reimbursement budget must be in compliance with the DSAAPD *Policy Manual for Contracts* Policy F. Non-compliance will result in a disallowed cost and audit finding.
12. The period of notice required for the Contractor to terminate or to not renew this agreement without cause is extended to ninety (90) calendar days with written notice to the Division pursuant to Item 13 of the Department boilerplate.
13. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.
14. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan upon request.
15. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
16. The contractor of an Older Americans Act program acknowledges that the total cost of the contract, excluding program income, must include a 10% match of non-DSAAPD resources (e.g. local cash and/or in-kind that is provided by the contractor). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: HIPPA Business Associate Agreement

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides **Senior Community Service Employment Program** for Covered Entity pursuant to a contract **July 1, 2016** and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information ("PHI") to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.
2. **Obligations and Activities of Business Associate.** To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:
 - (a) **Use or Disclosure.** Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.
 - (b) **Specific Use of Disclosure.** Except as otherwise limited by this BAA, Business Associate may:

- (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;
 - (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) **Minimum Necessary.** Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) **Safeguards.** Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) **Agents and Subcontractors.** Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

(f) **Reporting.** Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.

(i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.

(ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.

(ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.

(g) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.

(h) **Audits and Inspections.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.

(i) **Accounting.** Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.

(j) **Designated Record Set.** While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:

(i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

(ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.

(k) **HITECH Compliance Dates.** Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. **Obligations of Covered Entity.**

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. **Term and Termination.**

- (a) **Term.** This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.
- (b) **Termination Upon Breach.**
 - (i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.
- (c) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.
 - (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate

agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.

(iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. **Miscellaneous.**

(a) **Regulatory References.** A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Amendment.** The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.

(c) **Method of Providing Notice.** Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.

(d) **Parties Bound.** This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

(e) **No Waiver.** No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

(f) **Effect on Master Agreement.** This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.

(g) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities

whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.

(i) **Applicable Law.** This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.

(j) **Judicial and Administrative Proceedings.** In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.

(k) **Transmitting Electronic PHI.** Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.

6. **IN WITNESS WHEREOF**, the Parties hereto have executed this BAA to be effective on the date set forth above.

Covered Entity (DSAAPD)
Original On File
By _____
Name: Lisa Bond
Title: Director
Date: 5/7/16

Business Associate (Contractor)
Original On File
By: Bernice M. Edwards
Name: _____
Title: Executive Director
Date: 5/4/16

APPENDIX C: *Program Assurance*

PROGRAMMATIC ASSURANCES FOR PY 2016 FUNDS

You must certify that you will conform to these assurances throughout the period of the grant by checking each of the assurances below. These assurances apply fully to any sub-recipient, local project, or grantee staff involved in the delivery of services.

You agree to:

Recruitment and Selection of Participants

- ☒ Develop and implement methods to recruit and select eligible participants to assure maximum participation in the program.
- ☒ Use income definitions and income inclusions and exclusions for SCSEP eligibility, as described in TEGL No. 12-06, to determine and document participant eligibility.
- ☒ Develop and implement methods to recruit minority populations to ensure at least proportional representation in your assigned service area.
- ☒ Develop and implement strategies to recruit applicants who have priority of service as defined in OAA section 518(b) (1)-(2) and by the Jobs for Veterans Act (JVA).
Individuals with priority include those who:
 - Are covered persons in accordance with the JVA (covered persons who are SCSEP-eligible must receive services instead of or before non-covered persons);
 - Are 65 years or older;
 - Have a disability;
 - Have limited English proficiency;
 - Have low literacy skills;
 - Reside in a rural area;
 - Have low employment prospects;
 - Have failed to find employment after utilizing services provided through the One-Stop Delivery System;
 - Are homeless or are at risk for homelessness.

Assessment

- ☒ Assess participants at least twice per 12-month period.
- ☒ Use assessment information to determine the most appropriate community service assignments (CSAs) for participants.

Individual Employment Plan (IEP)

- ☒ Establish an initial goal of unsubsidized employment for all participants.
- ☒ Update the IEP at least as frequently as assessments occur (twice per 12-month period).
- ☒ Modify the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear that unsubsidized employment is not feasible.
- ☒ For participants who will reach the individual durational limit or would not otherwise achieve unsubsidized employment, include a provision in the IEP to transition to other services.
- ☒ Rotate participants to a new host agency (or a different assignment within the host agency) based on a rotation policy approved by DOL in the grant agreement and only

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when an individualized determination determines that the rotation is in the best interest of the participant. Such rotation must further the acquisition of skills listed in the IEP.

Community Service Assignment (CSA)

- ☒ Base the initial CSA on the assessment done at enrollment.
- ☒ Select only designated 501(c)(3) organizations or public agencies as host agencies.
- ☒ Put in place procedures to ensure adequate supervision of participants at host agencies.
- ☒ Ensure safe and healthy working conditions at CSA through annual monitoring.

Recertification of Participants

- ☒ Recertify the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.

Physical Examinations

- ☒ Offer physical examinations to participants upon program entry, and each year thereafter, as a benefit of enrollment.
- ☒ Obtain a written waiver from each participant who declines a physical examination.
- ☒ Not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

Host Agencies

- ☒ Develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment.
- ☒ *Maintenance of Effort:* Ensure that CSAs do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. You must specifically ensure that CSAs do not:
 - Displace currently-employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits).
 - Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
 - Assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Orientation

- ☒ Provide orientations for its participants and host agencies, including information on:
 - Project goals and objectives
 - Participant rights and responsibilities
 - CSAs
 - Training opportunities
 - Available supportive services
 - Availability of free physical examinations
 - Host agencies

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- ☒ Local staff must address the topics listed above and provide sufficient orientation to applicants and participants on:
- SCSEP goals and objectives
 - Grantee and local project roles, policies, and procedures
 - Documentation requirements
 - Holiday and sick leave
 - Assessment process
 - Development and implementation of IEPs
 - Evaluation of participant progress
 - Health and safety issues related to each participant's assignment
 - Role of supervisors and host agencies
 - Maximum individual duration policy, including the possibility of a waiver, if applicable
 - Termination policy
 - Grievance procedure

Wages

- ☒ Provide participants with the highest applicable required wage (highest of Federal, state, or local minimum wage) for time spent in orientation, training, and community service assignments.

Participant Benefits

- ☒ Provide workers' compensation and other benefits required by state or Federal law (such as unemployment insurance), and the costs of physical examinations.
- ☒ Establish written policies relating to compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays.
- ☒ Establish written policies relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program.
- ☒ Not use grant funds to pay the cost of pension benefits, annual leave, accumulated sick leave, or bonuses.

Procedures for Payroll and Workers' Compensation

- ☒ Make all required payments for participant payroll and pay workers' compensation premiums on a timely basis.
- ☒ Ensure that host agencies do not pay workers' compensation costs for participants.

Durational Limits

Maximum Average Project Duration – 27 Months

- ☒ Maintain average project duration of 27 months or less, unless ETA approves an extension to 36 months.

Maximum Individual Participant Duration – 48 Months

- ☒ Allow participants to participate in the program no longer than 48 months (whether or not consecutively), unless your approved policy allows for an extension and the participant meets extension criteria.

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- ☒ Notify participants of your policy pertaining to the maximum duration requirement, including the possibility of an extension if applicable, at the time of enrollment and each year thereafter, and whenever ETA has approved a change of policy.
- ☒ Provide 30-day written notice to participants prior to durational limit exit from the program.

Transition Services

- ☒ Develop a system to transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired.

Termination Policies

- ☒ Provide a 30-day written notice for all terminations that states the reason for termination and informs the participants of grievance procedures and right to appeal.
- ☒ Maintain written termination policies in effect and provide to participants at enrollment for:
 - Provision of false eligibility information by the participant
 - Incorrect initial eligibility determination at enrollment
 - Income ineligibility determined at recertification
 - Participant has reached individual durational limit
 - Participant has become employed while enrolled
 - IEP-related termination
 - Cause (must be approved by the ETA prior to implementation)

Equitable Distribution

- ☒ Comply with the equitable distribution (ED) plan for each state in which grantee operates and only make changes in the location of authorized positions within a state in accordance with the state ED plan and with prior ETA approval.
- ☒ Comply with the authorized position allocations /ED listed in www.scseped.org.
- ☒ Collaborate with all grantees authorized to serve in your state to achieve compliance with authorized positions while minimizing disruption to the participants.

Over-Enrollment

- ☒ Manage over-enrollment to minimize impact on participants and avoid layoffs.

Administrative Systems

- ☒ Ensure representation at all ETA-sponsored required grantee meetings.
- ☒ Communicate grant policy, data collection, and performance developments and directives to staff, sub-recipients, and local project operators on a regular basis.
- ☒ Develop a written monitoring tool that lists items you will review during monitoring visits, and provides this tool to sub-recipients and local project operators.
- ☒ Develop an annual monitoring schedule, unless the FPO approves a different standard; notify sub-recipients and local project operators of monitoring plans; and monitor sub-recipients and local project operators on a regular basis.
- ☒ Develop and provide training to increase sub-recipients' and local project operators' skills, knowledge, and abilities.

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- ☒ When appropriate, prescribe corrective action and follow-up procedures for sub-recipients and local project operators to ensure that identified problems are remedied.
- ☒ Monitor the financial systems and expenditures, including sub-recipients and local project operators on a regular basis to ensure compliance with cost allocations as specified in the regulations.
- ☒ Ensure that sub-recipients and local project operators receive adequate resources to effectively operate local projects.
- ☒ Train sub-recipients and local project operators on SCSEP financial requirements to help them effectively manage their own expenditures, and provide general financial training as needed.
- ☒ Ensure that all financial reports are accurate and submit them in a timely manner, as required.
- ☒ Ensure full implementation and monitoring of requirements for customer satisfaction surveys, including participant, host agency and employer surveys.
- ☒ Develop a written plan for both disaster response and recovery so that SCSEP may continue to operate and provide services under emergency circumstances.

Collaboration and Leveraged Resources

- ☒ Collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to: workforce investment boards, American Job Centers (One-Stop Centers), vocational rehabilitation providers, disability networks, basic education and literacy providers, and community colleges.

Supportive Services

- ☒ Provide supportive services, as needed, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment.
- ☒ Establish criteria to assess the need for supportive services and to determine when participants will receive supportive services, including after obtaining unsubsidized employment.

Sub-Recipient Selection (If Applicable)

- ☒ In selecting sub-recipients in areas with a substantial population of individuals with barriers to employment, national grantees should give special consideration to organizations with demonstrated expertise in serving individuals with barriers to employment (including former recipients of national grants), as defined in the statute.

Complaint Resolution

- ☒ Establish and use written grievance procedures for complaint resolution for applicants, employees, sub-recipients, and participants.
- ☒ Provide applicants, employees, sub-recipients, and participants with a copy of the grievance policy and procedures.

Maintenance of Files and Privacy Information

- ☒ Maintain participant files for three program years after the program year in which the participant received his/her final follow-up activity.
- ☒ Ensure that all participant records are securely stored by grantee or sub-recipient and access is limited to appropriate staff in order to safeguard personal identifying information.
- ☒ Ensure that all participant medical records are securely stored separately by grantee or sub-recipient from all other participant records and access is limited to authorized staff for authorized purposes.
- ☒ Establish safeguards to preclude tampering with electronic media, *e.g.*, personal identification numbers (PINs) and SPARQ logins.
- ☒ Ensure that the ETA/SCSEP national office is immediately notified by grantee in the event of any potential security breach of personal identifying information, whether electronic files, paper files, or equipment are involved.
- ☒ Comply with and ensure that authorized users under its grant comply with all SPARQ access and security rules.

Documentation


- ☒ Maintain documentation of waivers of physical examinations by participant.
- ☒ Maintain documentation of the provision of complaint procedures to participants.
- ☒ Maintain documentation of eligibility determinations and recertifications.
- ☒ Maintain documentations of terminations and reasons for termination.
- ☒ Maintain records of grievances and outcomes.
- ☒ Maintain records required for data validation.
- ☒ Maintain documentation of monitoring reports for sub-recipients and host agencies.

Data Collection and Reporting

- ☒ Ensure the collection and reporting of all SCSEP required data according to specified time schedules.
- ☒ Ensure the use of the OMB-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ.
- ☒ Ensure at the grantee or sub-recipient level that those capturing and recording data are familiar with the latest instructions for data collection, including ETA administrative issuances, *e.g.*, TEGs, Data Collection and Data Validation Handbooks, and the Older Worker Community of Practice.
- ☒ Ensure data are entered directly into the WDCCS/SPARQ.
- ☒ Legally obligate sub-recipients to turn over complete data files in the specified electronic format, as well as hard copy case files, to the grantee when sub-recipients cease to administer SCSEP.
- ☒ Legally obligate new sub-recipients to enter complete data related to any participants whom they acquire upon becoming sub-recipients, including any participants who are still in the follow-up period.

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If any box is not checked, the grantee must provide information on a separate attachment indicating what specific steps the grantee is taking to conform to those standard grant requirement(s).

By checking the boxes above, I certify that my organization will comply with each of the listed requirements and will remain in compliance for the program year for which we are submitting this application. 
Original On File

Signature of Authorized Representative

4/25/16
Date

APPENDIX D: *On Job Experience (OJE) Policy*

**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and Adults with Physical Disabilities

Senior Community Service Employment Program On-Job- Experience (OJE) Policy

[illegible]



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Senior Community Service
Employment Program On-Job-
Experience (OJE) Policy**

Introduction

As stated in Older Worker Bulletin No. 04-04, quality training must have a foundation of a good assessment followed by the development of a service strategy which is documented on the Individual Employment Plan (IEP). A good assessment is an ongoing process that lasts throughout a participant's enrollment in SCSEP. The IEP is a decision-making process that utilizes information collected during assessment, including skills, interests, hobbies, barriers, aptitudes, personal preferences, service needs, work history, etc. to function as a roadmap that clarifies the participant's goals, supportive service needs, and the training required to accomplish the training consistent with their IEP.

While community service assignments offer the participant an opportunity to learn needed skills with a realistic timeline, this type of workplace training is often more practical than classroom training. However, in some instances a participant's unsubsidized employment goal may require specific skills that are not attainable through the regular community service assignment. This policy seeks to provide focus for "on-the-job experience" (OJE), which can provide more specific skills than those learned through community service assignments.


Note: This policy contains the following sub-attachments:

- ☐ Sub-Attachment 1 – On-the-Job Experience Pre-Award Review
- ☐ Sub-Attachment 2 – On-the-Job Experience Training Plan
- ☐ Sub-Attachment 3 – On-the-Job Experience Training Reimbursement Contract

Once a participant has completed **two weeks** at a community service assignment, the sub-grantee may elect to provide the participant with OJE training. The SCSEP Sub-grantee must maintain documentation to support the need for the participant's training and the length of training to be provided. Such documentation must include a review of the participant's past work and training history in determining an appropriate length of training. Where a person has related training or experience, more attention must be given to necessity and rationale for the training provided. The Sub-grantee's policy will describe the methods to be used for such documentation

1.0 Negotiating a Contract

- 1.1 The sub-grantee must first negotiate a contract specifying the skills to be learned, timelines and benchmarks to be achieved in order for the participant to be hired permanently by a public or private employer.
- 1.2 The Sub-grantee may choose to offer any of the three OJE placement options under section 2.0 (Reimbursement) 1) Employer may be reimbursed for up to 100% of paid wages if training will last no more than 4 weeks 2) If OJE more than 4 weeks, employer may be reimbursed for up to 50% of paid wages for the cost of providing training, (3) sub-grantee may pay wages of participant directly during OJE at a prevailing wage up to 40 hours a week for up to 12 weeks.

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- 1.3 The contract must stipulate that at the end of the training period, if the participant's OJE has been satisfactory, the participant will be placed or remain on the potential employer's payroll.
- 1.4 Each sub-grantee may exercise the OJE training option with the same employer, but no more than five times per year for the same job category.
- 1.5 Participants will have one (1) OJE per 12 month period
- 1.6 No active Host Agency can be used as OJE

Training Plan

A training plan will be incorporated into each contract with an employer. The training plan will outline the skills to be developed and the methods of developing those skills. Training plans will be individualized based on the participant's needs as reflected in the Individual Employability Plan. The specific content will be tailored to individual participant needs and employer expectations. The training plan will be kept relatively simple but will provide sufficient detail to ensure skill attainment is tracked

2.0 Reimbursement

- 2.1 Employer may be reimbursed for up to 100% of paid wages if training will last no more than 4 weeks.
- 2.2 If OJE more than 4 weeks, employer may be reimbursed for up to 50% of paid wages for the cost of providing training (12 weeks maximum)
- 2.3 Sub-Grantee may pay wages of participant directly during OJE

3.0 Regular Contact

- 3.1 During the OJE training, regular contact must be maintained in order to address any issues, safety concerns, or problems with the employer or the participant. The contact may take place in person, by telephone or e-mail and noted in the participant's case notes. The SCSEP Sub-grantee will describe in their policy the procedures to be followed.

4.0 After Placement Follow-Up

Successful projects tend to place more emphasis on after placement activities than do less successful projects. Many successful projects systematically interview both the (former) enrollee as well as the employer to determine how the placement is working out. Any deficiencies or problems are identified and a plan to remedy the problem(s) is developed and implemented. A critical component of the follow-up is increasing rapport and confidence between the SCSEP project and the employer. Successful projects help the employer understand that the project is invested in *successful* placements – placements where both the employer and enrollee are satisfied. If



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the employer is dissatisfied with the employee's performance, the problem is either resolved to the mutual satisfaction of the employer and the enrollee, or a new placement is arranged. Consequently, the employer is disposed to accept more SCSEP placements in the future – "success breeds success." The SCSEP Sub-grantee will describe in their policy the procedures to be followed.

5.0 Pre- Award Review

- 5.1 The OJE employer must be reviewed on-site prior to the execution of the first training agreement of each year. Understanding that the Sub-grantee can add to their Pre-Award Review, at a minimum, the State requires the review.
- 5.2 To ensure that SCSEP funds are not used or proposed to be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States if the relocation results in any employee losing his or her job at the original location.
- 5.3 To ensure that SCSEP funds are not used or proposed to be used for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
- 5.4 To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area.
- 5.5 To include names under which the establishment does business, including predecessors and successors in interest, and contain the name, title, and address of the company official certifying the information.
- 5.6 To include whether assistance is sought in connection with past or impending job losses at other facilities, including a review of whether WARN notices relating to the employer have been filed.
- 5.7 To ensure this request for training is for a high growth, high demand occupation in the local area targeted industry cluster(s), when possible.
- 5.8 To ensure that Worker's Compensation coverage is provided to employees.
- 5.9 To ensure that the employer has not had any wage and hour or child labor violations during the past 12 months.
- 5.10 To ensure that the training will be conducted with a commitment by the employer to employ an individual on successful completion of the training.
- 5.11 To ensure that the training activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- 5.12 To ensure training is not available in the absence of SCSEP funds.
- 5.13 To ensure the employer has not exhibited a pattern of failing to provide SCSEP enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.



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6.0 Contract Requirements

- 6.1 The contract for the on-the-job experience may be with a public or private employer that is **not** also an active host agency. An active host agency is an organization that currently provides community service work-training assignments to any SCSEP participant
- 6.2 The contract must detail the specific skills to be learned; the training timelines and benchmarks to be achieved; the hours the participant will work each week; and the number of weeks the participant will work for this employer.
- 6.3 The contract must stipulate that the employer will hire or retain the participant in a permanent part-time or full-time position at the end of the training period if the participant has performed satisfactorily.
- 6.4 The contract must stipulate that there will be significant follow-up to resolve unsafe conditions or issues that arise with the employer or the participant.
- 6.5 The contract must stipulate the amount the employer will be reimbursed or the amount the participant will be paid in the OJE training. **NOTE:** Participants may be paid the prevailing wage while in an OJE training assignment.
- 6.6 The contract must state if the employer or the Sub-grantee will be responsible for workers compensation claims that derive from the participant's participation in the OJE training.
- 6.7 No participant may work for more than 40 hours per week, which includes time spent in a community service assignment if the participant is participating in OJE and community service
- 6.8 OJE training may not exceed 12 weeks in duration per participant
- 6.9 Sub-grantees must retain copies of all OJE contracts in the participant's file and agree to supply such information to DOL or Delaware Division of Services for Aging and Adults with Physical Disabilities upon request.


7.0 Monitoring and Oversight

- 7.1 The sub-grantee must monitor each OJE site at least monthly.
- 7.2 To verify that the participant is receiving the training contracted for at the wages in the agreement, and that the participant is not required to engage in activities prohibited by SCSEP
- 7.3 To review employer records to ensure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation (or the equivalent) insurance.
- 7.4 To evaluate the participant's progress, to document that the training is being provided as outlined in the contract, and for compliance with provisions of the contract. **Participant's progress must be documented in case notes.**
- 7.5 Methods of contact can include on-site visits, phone, or email and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJE contract. **Contact information will be documented in case notes.**

8.0 Occupations for Which OJE Contracts Should Not Be Written

The following should be considered for OJE:

- 8.1 Where an employer would typically be able to train a new employee in the first few days or weeks on the job.
- 8.2 Jobs where the principal source of income is tips, commissions or piecework basis, jobs for commission salespersons, casino or other gambling establishment, aquarium, zoo, golf course,

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swimming pool, seasonal workers, or occupations requiring licensing as a prerequisite for hiring with ARRA/SCSEP formula funds.

- 8.3 Those jobs that are intermittent or seasonal in nature and jobs used to assist, promote, or deter union organization.

9.0 Payments

- 9.1 The employer shall be paid upon the submission of properly prepared invoices submitted at a time specified by the Sub-grantee and for training performed in accordance with the terms and general provisions of the contract. The employer shall be paid an hourly fixed cost as specified in the contract, up to the maximum training hours allowed in the agreement. Reimbursement shall not be claimed for time in which the participant is absent from training. **This includes authorized paid absences such as holidays, sick days or vacation days.** In no event, shall payment exceed the contract amount.

10.0 Documentation

The documentation listed below must be maintained in the Contract file:

- Pre-Award Checklists
- OJE Payment Invoices
- OJE Agreement (Original)
- Monitoring reports including problems, corrective action, and follow-up (if necessary)
- Any modifications to the OJE Agreement
- Participant performance evaluation
- Training Time Documentation
- Justification for failure (if necessary)

Other Specifications – OJE training may be combined with other training activities, such as community service, classroom training, lectures, seminars, individual instruction, or specialized training. Sub-grantees should consult the SCSEP Data Collection Handbook for further information (i.e when to exit participants, placements, right of return etc)

APPENDIX E: *Contract Budget*

Budget Summary Sheet

Budget Summary Sheet First State Community Action

Contract Value: \$532,533

<u>Line Item Totals:</u>		<u>Category Subtotals</u>	<u>Percent of Contract Value</u>
Admin Personnel	21,000		
Admin Fringe	6,510		
Admin Travel/Trng	450		
Admin Supplies	257		
Admin Contractual	600	28,817	5.41%
Enrollee Wages	374,841		
Enrollee Fringe	40,535	415,376	78.00%
OEC Personnel	67,320		
OEC Fringe	18,901		
OEC Travel/Trng	550		
OEC Supplies	300		
OEC Contractual	1,269	88,340	16.59%
Total Line Items	532,533	532,533	100.00%
Grant Match Required	205,124		
Equitable Rate	0.3		
Match	61,537		

Name of Grantee Organization
DE Health and Social Services
Amount Awarded
\$ 532,533

Funding Period
7/1/2016 to 6/30/2017
of Months: 12

Object Class Category (a.): PERSONNEL

A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Program Adminiistrator @ 40 hours per wk	50.00%	3,500.00	12.00	\$ 21,000.00
2.				
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20.				
TOTAL PERSONNEL				\$ 21,000.00

Budget Narrative - PERSONNEL

Time is split appropriately between Admin Personnel and OEC Personnel

Object Class Category (b.): FRINGE BENEFITS				
A Position/s	B Benefit/s	C Rate	D Base Amount	E Cost
1. Program Administrator @ 40 hours per wk	Full Package	31.00%	21,000.00	\$ 6,510.00
2.				
3.				
4.				
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19.				
20.				
TOTAL FRINGE BENEFITS				\$ 6,510.00

Budget Narrative - FRINGE BENEFITS

Fringe benefits such as FICA, Worker's Compensation, Health & Life Insurance and Unemployment Compensation. These fringe benefits costs are for the portion of the Program Manager's time spent on Administrative activities.

Object Class Category (c.): TRAVEL					
A Item	B # of Staff	C # of Units	D Unit Type	E Cost per Unit	F Cost
1.					
2. Mileage					
3. 750 Miles @ .40 per mile	1.00	250.0	Miles	0.40	100.00
4.					
5.					
6. Staff Training Expenses	1.00	1.0	Item/s	350.00	350.00
7.					
8.					
9.					
10.					
11.					
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13.					
14.					
14.					
16.					
17.					
18.					
19.					
20. TOTAL TRAVEL				\$	450.00

Budget Narrative: TRAVEL

This cost consists of training, travel expenses and mileage reimbursement. Budget includes costs for staff to attend administrative training sessions and to obtain training materials. Staff mileage is incurred for administrative activities. The contract's mileage reimbursement rate is .40 cents per mile

Object Class Category (e.): SUPPLIES
(Includes equipment costing less than \$5,000)

A Item	B # of Units	C Unit Type	D Cost per Unit	E Cost
1.				
2. Office Supplies	1	Item/s	\$257.00	\$257.00
3.				
4.				
5.				
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16.				
17.				
18.				
19.				
20.	TOTAL SUPPLIES			\$ 257.00

Budget Narrative: SUPPLIES

Administrative supplies to be used for office & janitorial services supporting administrative activities.

Object Class Category (f.): CONTRACTUAL	
A Brief Description	B Cost
1.	600.00
2. Telephone	
3.	
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TOTAL CONTRACTUAL \$ 600.00	

Budget Narrative: CONTRACTUAL

Telephone expense is a direct program expenditure. The agency phone & internet charge is approximately \$50 per line per month. A line is used for SCSEP administrative functions.

Name of Grantee Organization	
DE Health and Social Services	
Amount Awarded	
\$	532,533

Funding Period	
7/1/2016	to 6/30/2017
# of Months:	12

Object Class Category (a.): PERSONNEL				
A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Enrolle Wages: 50 participants				374,841.00
2. 17.5 hous per week @ 8.25 per hour				
3.				
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19.				
20. TOTAL PERSONNEL				\$ 374,841.00

Budget Narrative - PERSONNEL

Wages are approximately 15-20 hours per week. The number of hours may be adjusted late due to funding considerations. State & Federal minimum wage guidelines are met. The minimum hourly rate is \$8.25

Object Class Category (b.): FRINGE BENEFITS				
A Position/s	B Benefit/s	C Rate	D Base Amount	E Cost
			\$ 40,535.00	\$ 40,535.00
1.				
2.				
3.				
4.				
5.				
6.				
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19.				
TOTAL FRINGE BENEFITS				\$ 40,535.00

Budget Narrative - FRINGE BENEFITS

Benefits include FICA & Worker's Compensation for the program Enrollees. Fringe benefits are budgeted for 50 enrollees.

Name of Grantee Organization
DE Health and Social Services
Amount Awarded
\$ 532,533

Funding Period
7/1/2016 to 6/30/2017
of Months:
12

Object Class Category (a.): PERSONNEL

A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Program Administrator @ 40 hours per wk	50.00%	\$ 3,500.00	12.00	21,000.00
2. Job Developer @ 40 hrs per week	100.00%	3,040.00	12.00	36,480.00
3. Job Developer @ 20 hrs per week	100.00%	820.00	12.00	9,840.00
4.				
5.				
6.				
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19.				
20.				
TOTAL PERSONNEL				\$ 67,320.00

Budget Narrative - PERSONNEL

Program Administrator's time is split in this category. Job developers work 100% of time in this area.

Object Class Category (b.): FRINGE BENEFITS

<div><div>A</div><div>B</div><div>C</div><div>D</div><div>E</div></div>				
Position/s	Benefit/s	Rate	Base Amount	Cost
1. Program Administrator @ 40 hours per wk	Full Package	31.00%	\$ 21,000.00	\$ 6,510.00
2. Job Developer @ 40 hours per wk	Full Package	31.00%	36,480.00	11,308.80
3. Job Developer @ 20 hours per wk	Partial Package (List in Narrative)	11.00%	9,840.00	1,082.40
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5.				
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16.				
17.				
18.				
19.				
20.				
TOTAL FRINGE BENEFITS				\$ 18,901.20

Budget Narrative - FRINGE BENEFITS

Fringe benefits such as FICA, worker's compensation, health & life insurance, & disability, unemployment & pension. The total fringe rate is approximately 36%

Object Class Category (c.): TRAVEL

A Item	B # of Staff	C # of Units	D Unit Type	E Cost per Unit	F Cost
1.					\$
2. Mileage					
3. 1350 miles @ .40 per mile	1.00	250.0	Miles	0.40	100.00
4.					
5. Staff Training Expenses	1.00	1.0	Item/s	350.00	350.00
6.					
7. Partiiapant Training Expenses	1.00	1.0	Miles	100.00	100.00
8.					
9.					
10.					
11.					
12.					
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14.					
14.					
16.					
17.					
18.					
19.					
20.					
TOTAL TRAVEL					\$ 550.00

Budget Narrative: TRAVEL

This cost consists of training, training materials & travel. Staff mileage incurred for job & training site development, recruitment and other participant focused activities. The contract mileage reimbursement rate is .40 cents per mile.

Object Class Category (e.): SUPPLIES

(Includes equipment costing less than \$5,000)

A Item	B # of Units	C Unit Type	D Cost per Unit	E Cost
1.	1		\$	\$
2. Office Supplies	1	Item/s	\$300.00	\$300.00
3.				
4.				
5.				
6.				
7.				
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9.				
10.				
11.				
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14.				
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17.				
18.				
19.				
20.				
TOTAL SUPPLIES				\$ 300.00

Budget Narrative: SUPPLIES

This cost consists of office, equipment, janitorial, computer, printer and program supplies used in support of program participants.

Object Class Category (f.): CONTRACTUAL

A		B	
Brief Description		Cost	
1.	Telephone	\$	900.00
2.	Advertising		100.00
3.	Supportive Services		269.00
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
14.			
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19.			
20.			
TOTAL CONTRACTUAL		\$	1,269.00

Budget Narrative: CONTRACTUAL

The telephone expense is a direct program expense. The agency phone & internet charge is approximately \$50 per line per month. SCSEP uses 2 lines in this category.

Subgrantee Agency:	Wilmington Senior Center			
Program Year:	PY16			
Contract Number:				
MATCHING FUNDS/IN-KIND REQUIRED CONTRIBUTIONS				
			PY 2016	
Other Enrollee Costs				
Host Training Site Supervisor Salaries:			\$61,537.20	
Host Training Site Supervisor Fringe Benefits:			\$0.00	
Total Matching Funds:			\$61,537.20	

APPENDIX F: *DSAAPD Policy Manual for Contracts*

Included by Reference

http://www.dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf

APPENDIX G: *The Request for Proposal*

Included by Reference

PSCO (RFP) #13-053

APPENDIX H: *Work Plan*

A. **WORK PLAN.**

The Work Plan/Plan of Action describes the proposed approach for operating the SCSEP program. It has been adapted to the outline and topics delineated in Section II: Scope of Services., Sections A through Y and their subsections. The First State Work Plan provides insight into the proposed sub-grantee operations for 55 slots allotted. It should be understood that First State will implement all of the Scope of Work activities exactly as they are described in Section II.

A. **Recruitment and Selection of Participants**

- (1) **20 CFR 641.500 and 641.520, Develops and implements methods to recruit and select participants to assure that a maximum number of eligible individuals are able to participate in the program.**

Operating Methods: First State will continue to develop and implement a variety of methods to recruit participants to assure that a maximum number of eligible individuals are able to participant in the program. These methods include 1) advertising in the media; 2) word-of-mouth and peer-to-peer communication; and 3) holding recruitment meetings at First State Community Action Agency in Georgetown, Delaware.

Participants are selected on the basis of eligibility criteria listed in the Plan of Action using what is described in TEGL 12-06 for income definitions and income inclusions and exclusions for SCSEP eligibility and to determine and document participant eligibility. To prove age eligibility, First State requires that potential participants show both their driver's license and social security card at the SCSEP office in Georgetown, Delaware. All proof of income will be requested of the individual applying for SCSEP. Following recruitment, participants will be given priority on the waiting list on the basis of eligibility criteria, including (1) 65 years of age or older; (2) Have a disability; (3) Have limited English proficiency or low literacy skills; (4) Reside in a rural area; (5) Are veterans (or, in some cases, spouses of veterans); (6) Have low employment prospects; (7) Have failed to find employment after using services provided through the One-Stop delivery system; or (8) Are homeless or are at risk for homelessness.

Delineation of Tasks:

Task A: SCSEP staff will visit local churches, senior centers, Veterans organizations, community organizations and other facilities that older workers frequent to present side presentations to introduce SCSEP.

Task B: SCSEP staff will maintain a close liaison with the Department of Labor's One-Stop Career Service Centers and have an Older Worker Specialist assigned.

Task C: SCSEP staff will provide written articles for publication in local newspapers (classified advertising) and senior publications as well as public service announcements on radio and TV.

Task D: SCSEP staff will encourage word-of-mouth and peer-to-peer communication. SCSEP will also design brochures and posters. Placement of brochures and posters will be in Social Security Offices, Post Offices, banks, grocery stores, libraries, shopping centers, social service agencies, senior centers, and other public places which older persons frequent.

Task E: First State/SCSEP will use income definitions and income inclusions and exclusions for SCSEP eligibility as described in TEGL 12-06, to determine and document participant eligibility.

Creative, Proactive Initiative: SCSEP staff will invite participants to bring potential participants to recruitment meetings at First State Community Action Agency in Georgetown, Delaware. This is a best practice that has brought many new participants into the SCSEP. Also, First State advertises in the Guide to Services for Older Delawareans and Persons with Disabilities booklet.

- (2) **20 CFR 641.505, 507, 510, Uses income definitions and income inclusions and exclusions for SSEP eligibility, as described in TEGL 12-06, to determine and document participant eligibility.**

Operating Methods: To maintain eligibility, the SCSEP staff will evaluate the participants annually after they are enrolled in the program.

Delineation of Tasks:

Task A: The SCSEP staff will conduct an interview with participants to determine certification based on income eligibility. This re-assessment will occur on the participant's one-year anniversary into the program. The SCSEP staff will also re-assess participants based on whether he/she has met the goals in the Individual Employment Plan (IEP).

Task B: The SCSEP staff will notify participants found ineligible within 3 days of the interview, and the host agency will concurrently receive notification. Termination will be effective within 30 days and the participant will receive referrals to supportive services at First State or to other agencies.

- (3) **20 CFR 641.515, 641.520, Develops and implements methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population in the area.**

Operating Methods: First State will continue to employ a variety of methods to recruit minority participants into SCSEP to ensure they are enrolled at least in proportion to their numbers in the population in the area. SCSEP has emphasized -- and will continue to focus on -- increasing Hispanic enrollments. Specifically, organizations that are frequented by Hispanics are visited by the sub-grantees to provide outreach and recruit candidates for the program. Also, the program engages in job fairs and other events that are designed to make the Hispanic group inclusive. In addition, high quality flyers and literature in Spanish have been developed and distributed to reach this target population. The sub-grantees has bilingual staff who are very helpful for outreach and recruitment.

Delineation of Tasks:

Task A: The methods used to recruit the minority population include: (1) contacting community agencies, minority churches and organizations that serve multi-cultural populations; (2) assigning participants to host training sites which serve and communicate with the minority population; (3) inviting guest speakers from the minority community to participate in SCSEP workshops; (4) asking all participants, including minority individuals, to make program referrals for family, friends, and other contacts; (5) placing articles and advertisements in local newspapers, senior publications, and classified ads; (6) airing public service announcements on radio and TV; (7) placing brochures, palm cards, and posters in the One-Stop Centers, Social Security Offices, Post Offices, banks, grocery stores, libraries, shopping centers, social service agencies, senior centers, and other public places which older minority individuals frequent.

Task B: SCSEP staff will encourage word-of-mouth and peer-to-peer communication. SCSEP staff will engage in outside activities that involve the minority population.

Task C: SCSEP staff will make contact with La Casita Outreach (First State Program), La Casita After School Program (First State Program) La Red, and La Esperanza that are geared towards the Hispanic population and leave fliers and brochures referencing the program and whom to contact.

- (4) 20 CFR 641.520(a), Develops and implements strategies to recruit applicants who have priority of services as defined in OAA and by the Jobs for Veterans Act, P.L. 107-288. Individuals have priority who:

- (a) Are covered in accordance with the Jobs for Veterans Act (covered persons – veterans and eligible spouses, including widows and widowers – who are eligible for SCSEP must receive services instead of, or before, non-covered persons);
- (b) Are 65 years or older;
- (c) Have a disability;
- (d) Have limited English proficiency;
- (e) Have low literacy skills;
- (f) Reside in a rural area;
- (g) Have low employment prospects;
- (h) Have failed to find employment after utilizing services provided through the One-Stop Delivery System;
- (i) Are homeless or at risk for homelessness.

Operating Methods: First State will continue to employ a variety of innovative methods to recruit veterans or spouses of veteran into the SCSEP. SCSEP has emphasized -- and will continue to focus on -- increasing Veteran enrollments. Specifically, organizations that are frequented by Veterans are visited by the sub-grantees to provide outreach and recruit candidates for the program. First State has developed partnerships with Soldier On and Home of the Brave organizations who target the veteran population.

Also, the program engages in job fairs and other events that are designed to make the Veteran group inclusive. In addition, high quality flyers have been developed and distributed to reach this group. The current SCSEP Manager is a veteran and is very knowledgeable in providing outreach, recruitment and participant support.

Delineation of Tasks:

Task A: SCSEP staff will comply to the Training and Employment Guidance Letter No. 10-09 for Veterans' Priority of Service to recruit veterans and/or their spouses to apply for and enroll in SCSEP and maintain a good relationship with the Vet Rep at the Department of Labor.

Task B: Several methods to recruit Veterans and/or spouses are 1) advertising in the media; 2) word-of-mouth and peer-to-peer communication; 3) speaking with the Vet Rep at the Department of Labor; and 4) making contact with the American Legion and VFW posts in Sussex County.

Task C: Flyers and brochures will be placed at physicians and dental offices, pharmacies, utility payment centers, churches, senior centers, and other places where services are targeted to Veterans.

Task D: SCSEP staff will visit local churches, senior centers, community organizations and other facilities that the older worker "Veteran" frequents for speaking engagements and to present side presentations to introduce SCSEP.

Task E: SCSEP staff will maintain a close liaison with the Department of Labor's One-Stop Career Service Centers and have an Older Worker Specialist assigned.

Task F: SCSEP staff will provide written articles for publication in local newspapers (classified advertising) and senior publications as well as public service announcements on radio and TV.

B. Assessment

- (1) **20 CFR 641.535(a)(2)(i)(3)(i)(ii), Assesses participants at least twice per 12 month period.**

Operating Methods: SCSEP program staff will interview participants for enrollment in the Title V Program and assessed at least twice each year thereafter.

Delineation of Tasks:

Task A: First State SCSEP program staff will conduct the first assessment on the phone or when new participants first visit the SCSEP office. The purpose of the initial assessment is to evaluate job readiness and to begin development of the Individual Employment Plan (IEP), which lists the goals for each individual participant. Other topics will include work history, job preferences, transportation requirements, etc. This assessment will be considered in the formation of the IEP. The assessment will be done at least twice per 12 month period.

Task B: Further assessments will be conducted semi-annually and revised goals, IEP objectives will be developed based on the assessments. The participant's supervisor will evaluate the his/her training at the training site, and new work skills, if any, will be used to evaluate the readiness of the person to go into unsubsidized employment.

(2) Uses assessment information to determine the most appropriate community service assignments for participants.

Operating Methods: SCSEP program staff will assess participants in the areas of job aptitudes, job readiness, job preferences, work history, hobbies, and volunteer experiences. This information, together with transportation requirements, personal circumstances, and other social needs will be used to determine the most suitable, available training assignment and to evaluate the need for training and supportive services.

Delineation of Tasks:

Task A: Once an assessment has been completed on a participant a suitable training site will be established.

C. Individual Employment Plan (IEP)

(1) 20 CFR 641-535(2)(i)(ii)(3)(i)(iii)(5)(6), Establishes an initial goal of unsubsidized employment for all participants.

Operating Methods: SCSEP staff will work with each participant to develop an Individual Employment Plan (IEP) or action plan to achieve a goal through training, job development, and community service. The IEP is based on the first or semi-annual assessment. By subsidized employment, we are referring to community service jobs, such as those available at First State, a senior center, a child care program, a homeless shelter, a State Service Center, the Department of Labor, a State agency, a health agency, and a thrift store.

Delineation of Tasks:

Task A: The program staff will ask participants to bring a resume to the SCSEP office. Goals for the IEP may be developed from the resume or may be suggested by the participant. Goals may include working at a particular job, such as nutritionist, administrative assistant, child care worker, and the like. Or the goal may be to earn a GED or enroll in computer training, as offered at First State.

Task B: The SCSEP staff will make numerous in-house, community service referrals to First State's panoply of programs and services, as listed in the Section A: Agency Capability. Or the staff will refer the participant to other community service organizations that serve low income citizens in the local community.

- (2) 20 CFR 641-535(3) (ii), Updates the IEP at least as frequently as assessments occur (at least twice per 12 month period).

Operating Methods: At least twice per twelve (12) month year a SCSEP participant will have their IEP up dated to assist the SCSEP participant with their employment goals. When necessary, other IEP's will be written based on certain circumstances.

Task A: SCSEP staff and participant will work together to prepare a suitable IEP working towards the participant's goals while enrolled in SCSEP. A signed copy will be maintained in their file.

- (3) Modifies the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear to the program staff and participant that unsubsidized employment is not feasible for a participant.

Operating Methods: If it is established that an SCSEP participant is not feasible for unsubsidized employment, a new IEP will be written to reflect other approaches to self-sufficiency.

Delineation of Tasks:

Task A: A new IEP will be written in the best interest of the SCSEP participant in order to allow the participant to continue in SCSEP until such time he/she elects to exit the program or their durational limit is done.

- (4) 20 CFR 641-570(a)(1)(2), For participants who will reach their individual durational limit (see section L. below) or would not otherwise achieve unsubsidized employment, the sub-grantee includes a provision in the IEP to transition those individuals to other services.

Operating Methods: For participants who will exit SCSEP without a job, referrals will be made to programs such as Foster Grandparents and Senior Companions -- both offering stipends. Those exiting participants who wish to volunteer will be referred to opportunities such as through the RSVP offices; Volunteer Match, American Red Cross, Salvation Army, United Way, Big Brothers Big Sisters and other organizations who seek people to contribute on a voluntary basis.

Delineation of Tasks:

Tasks A. Based on the durational limit of an SCSEP participant, durational limit workshops will be provided for the participants who have one (1) year, six (6) months, and three (3) months left in the program. A self-assessment form will be completed at the one (1) year workshop to assist with transitioning from the program if they have not already achieved unsubsidized employment.

Task B. The SCSEP participant will be provided the following information at the one (1) year Durational Limit Workshop to prepare the individual for their durational limit with SCSEP: 1) Senior Legal Hotline Phone Numbers; 2) 2012 – 2013 Guide to Services for Older Delawareans and Persons with Disabilities; 3) Stand by Me Program; 4) Financial Literacy Program sponsored by NCALL; 5) Financial Literacy Program sponsored by Milford Housing; 6) employment resources and other supportive services. The participant will also receive a copy of their: 1) 30-day Notice of Durational Limit Termination; 2) Annual and Semi-Annual Assessment Checklist; 3) SCSEP Participant Assessment Form and IEP; 4) Announcement of the first SCSEP Durational Limit Policy; 5) Announcement of Revised SCSEP Durational Limit Policy; 6) Individual SCSEP Durational Limit: 12-month notice; 7) Statewide Policy on Grievance Procedures for Complaint Resolution; 8) Current Durational Limit Date generated by SPARQ; and 9) Job Logs.

- (5) 20 CFR 641-575, Rotates participants to a new host training site (or a different assignment within the current host agency) based on a Grantee rotation policy that is approved by U.S. DOL in the grant agreement and only when an individualized determination determines that the rotation is in the best interest of the participant. Such rotation must further the acquisition of skills listed in the IEP.

Operating Methods: SCSEP participants should expect site rotation to occur as least once or more within a twelve (12) month period when deemed necessary. When rotation occurs it will be based on their IEP and their skill setting.

Delineation of Tasks:

Task A: The SCSEP staff will make rotate participants to new host training sites to enhance new work experience, training, and possibility of greater opportunity for unsubsidized employment.

Task B: The SCSEP staff will rotate participants to new host training sites to allow the participant to be more job-ready and to be able to function well in a new work situation.

D. Community Service Assignment (CSA)

- (1) 20 CFR 641.535(a)(2)(ii), Ensures that the initial CSA is based on the assessment done at enrollment.

Operating Methods: The SCSEP staff will perform an initial assessment upon entering SCSEP to see what suitable training is needed for the participant and what suitable training sites are available. SCSEP staff will tap into the broad network of community service organizations with which it partners. These host agencies will agree to interview and give a service job to participants if possible. These non-profit host agencies will serve the general welfare of the community. The participants will be placed in community service positions that generally serve the elderly and the poor. First State has numerous host agencies that offer training for SCSEP participants and has established a positive rapport and a good understanding of SCSEP policy with these agencies over time. Host agencies will be selected partly on their capability of absorbing the participant into an unsubsidized placement following the training period.

Delineation of Tasks:

Task A: The SCSEP staff will match participants with Host Agencies and will appoint a supervisor for each participant. The supervisor is also a mentor who will help the participant to resolve problems on the job.

Task B: Host agencies will keep all required documentation on the performance of the participant.

Task C: SCSEP staff will monitor the training host agency sites and review participant files.

Proactive, Creative Initiative: First State now acts, and will continue to act, as a major host agency, providing training for approximately fifteen (15) SCSEP community service participants at any given time. As the largest community action agency in the state of Delaware, First State is an excellent training site for SCSEP participants. By training on-site, SCSEP participants have the opportunity of working closely with SCSEP program staff, as well as with their supervisor, so that a team approach to training is possible. Conversely, SCSEP staff have the opportunity of observing the program in action, identifying both weaknesses and strengths in the work plan so that corrective action can be taken immediately.

(2) 20 CFR 641-535((a)(4), Selects host training sites that are designated 501(c)(3) organizations or public agencies.

Operating Methods: SCSEP program staff will assign the participant to government or 501(c)(3) organizations that contribute to the general welfare of the community. Participants will be assigned, whenever possible, to subsidized positions that provide benefits directly to Delaware's elderly and economically disadvantaged population while providing the needed skills training.

Delineation of Tasks:

Task A: Suitable training sites participants may be assigned to: food service sites, Adult Day programs at senior centers; State Service Centers, childcare programs; homeless shelters and housing agencies; government offices; schools; community centers; sub-grantee program offices; and, at One-Stop Career Service Centers.

Task B: Participants will not be placed in assignments that involve the building of highways; or, the construction, operation, or maintenance of facilities used as a place of religious instruction or worship.

Task C: SCSEP staff will make sure the placement of the participant at a particular training site will be primarily determined by the capability of the individual to perform or learn the duties assigned.

(3) Ensures procedures are in place to assure adequate supervision of participants at host training sites.

Operating Methods: SCSEP program staff will make sure all proper paperwork is completed for the training site to be an official host agency training site. Each participant will have a training site supervisor and a training plan will be prepared for the participant to follow. No participant will be left unattended.

Delineation of Tasks:

Task A: SCSEP staff will make sure a designated supervisor will be assigned for each participant.

Task B: A training plan will be prepared for and signed by the training site supervisor and the participant.

Task C: An orientation between the SCSEP Manager and the assigned training site supervisor will be completed and the training site supervisor will be made aware of his/her responsibilities with the participant that is assigned to them.

Task D: SCSEP supervisors will be required to complete performance evaluations (90 day and annual).

(4) 20 CFR 641-535(a)(10), Ensures safe and healthy working conditions at CSA through annual monitoring.

Operating Methods: Host agencies are required in Letters of Agreement to ensure participants have proper safety standards and healthy working conditions. SCSEP staff will visit the training sites to confirm the adequacy of conditions and that all safeguards are in place as stated in the host agency Letter of Agreement they sign each year.

Delineation of Tasks: The host agency must ensure that safe training conditions exist for SCSEP participants at the training site. No individual will be permitted to train in buildings or surroundings or under training conditions which are unsanitary, hazardous, or dangerous to his/her health or safety. Participants may not drive vehicles (unless training as a driver), carry heavy packages, climb ladders, or engage in other unsafe activities.

Task A: Host agencies will be required to sign a Letter of Agreement each year to ensure that all safeguards are met. The Letter of Agreement will be kept in a binder in the SCSEP office in secured file.

Task B: SCSEP staff (the SCSEP Manager or who he delegates) will visit each training site annually to perform a safety check list. The Training Supervisor and the Program Manager will sign the form once the safety check has been completed. This form is used statewide and is in the Delaware SCSEP: Statewide Policies and Forms manual.

Task C: Occasionally SCSEP staff will visit training sites for various reasons and while there conduct a spot check for safe and healthy working conditions will also be done.

E. Recertification of Participants

- (1) **641.505, Recertifies the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.**

Operating Methods: To maintain eligibility, the SCSEP staff will evaluate the participants twice annually.

Delineation of Tasks:

Task A: The SCSEP staff will conduct an interview with participants continuing in the program to determine re-certification based on income eligibility. This re-assessment will occur on the participant's one-year anniversary with the program. The SCSEP staff will also re-assess participants based on whether he/she has met the goals in the Individual Employment Plan (IEP).

Task B: The SCSEP staff will notify participants found ineligible within 3 days of the interview, and the host agency will concurrently receive notification. Termination will be effective within 30 days and the participant will receive referrals to supportive services at First State or to other agencies.

F. Physical Examinations

- (1) **20 CFR 641.565(b)(1)(ii), Offers physical examinations to participant upon program entry, and each year thereafter, as a benefit of enrollment.**

Operating Methods: Participants will be offered a physical examination as a fringe benefit by the SCSEP staff unless participants can provide a waiver within each 12-month cycle of the program. Participants may use their own physician or one who is recommended by the Program Manager.

Delineation of Tasks: The SCSEP staff will meet with participants to determine whether they wish to have a physical examination or opt for the waiver.

- (2) **20 CFR 641.565(b)(ii)(B), Obtains a written waiver form each participant who declines to have an initial or annual physical examination.**

Operating Methods: If participants have seen a physician in the last six months or one year, and can show a medical report, they receive a waiver of the physical exam altogether. If they chose to get a physical examination to determine their health readiness, the program will pay for the cost of the physical up to a reasonable amount.

Delineation of Tasks: The SCSEP staff will meet with participants to determine if they elect to opt for the waiver. If so, SCSEP staff will have the participants sign a Physical Waiver Form.

- (3) 20 CFR 641.565(b)(A), Does not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

Operating Methods: Physical examinations are a benefit to the participant and not to be considered an eligibility criterion and are offered annually.

Task A: Physical examinations are optional. You will be asked if you want one but you can sign a waiver and decline.

G. Host Agencies

- (1) 20 CFR 641.535, Develops and implements methods for recruiting new host training sites to provide a variety of training options that will enable participants to increase their skill level and transition to unsubsidized employment.

Operating Methods: SCSEP staff will reach out to senior centers, State Service Centers, nutrition programs, day care centers, facilities for the individuals with disabilities, weatherization programs, social service agencies, housing offices, government offices, educational institutions and other public and private non-profit agencies providing services to the community.

The selection of host agencies will be dependent on the capacity of the agency to: 1) provide a suitable work experience for the participant, 2) ensure safe working conditions, 3) ensure adequate supervision at the training site, and 4) accept responsibility for the timely completion of documentation required by the Program. Agencies considered most capable of absorbing a participant into their regular work force will be given priority in the selection of subsidized work sites. Host agencies are required by Letters of Agreement to ensure Participants have safe and healthy working conditions; and, the training sites are visited by the Sub-grantees to confirm the adequacy of conditions.

Delineation of Tasks:

Task A: SCSEP staff will obtain a list of non-profit agencies to do outreach to potential host agencies. This will be done by direct phone calls and letters to non-profit agencies in Sussex County.

Task B: A current "Guide to Services for Older Delawareans and Persons with Disabilities" will be maintained in all SCSEP program offices; and, the Delaware 2-1-1 (helpline) and Aging and Disability Resource Center (ADRC) toll free numbers will be made available, providing access to many agencies and programs.

Task C: SCSEP staff will search the Melissa Data Base for potential 501(c)(3) non-profits that would be interested in partnering with First State/SCSEP.

Task D: SCSEP staff will engage in outside activities such as health fairs and community fairs that involve the non-profits to again promote the program.

Task E: First State was awarded \$100,000 Community Partnership for media; SCSEP will utilize a portion of this air time to promote the program.

(2) Maintenance of Effort. Ensures that community service assignments do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. Specifically ensures that CSAs do not:

- a) Displace currently employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits).
- b) Impair existing contacts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
- c) Assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Operating Methods: Each year the host agency will be required to sign a Maintenance of Effort letter of agreement that they agrees to comply with the Maintenance of Effort rules set forth in the Older Americans Act and supporting regulations. Compliance requires the following considerations as they relate to SCSEP training assignments: Displace currently employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits); impair existing contacts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Delineation of Tasks:

Task A: A maintenance of effort letter of agreement will be provided to each host agency in June, one month before the contract year starts July 1st. The host agency will be required to read, agree to, sign and return to First State/SCSEP office by July 1st of each new PY year contract.

H. Orientation

Provides orientations for its participants and host agencies, including information on:

Program Overview

(1) 20 CFR 641.535(a)(1), Project goals and objectives.

Operating Methods: After assignment to a host agency, the participant will receive a complete orientation. Prior to being assigned when the participants applies for SCSEP they will be explained the program goals and objectives. During the orientation participants will receive a Policies and Procedures Manual referencing goals and objectives which is a state-wide policy.

A Policies and Procedures Manual will also be provided for each new host agency training site and each year when the annual Maintenance of Effort Letter of Agreement is sent to each host agency and training sites.

Delineation of Tasks:

Task A: SCSEP staff will provide the participant a Policies and Procedures Manual at orientation.

Task B: Participants will receive an orientation from the host agency supervisor regarding job duties, work supervision, and performance evaluations. This will help the participant perform more effectively in the work assignment.

Task C: SCSEP staff will review the Older Americans Act of 1965, as amended in 2006; The Americans with Disabilities Act (ADA) of 1990; Workforce Investment Act (WIA) One-stop System; Fair Labor Standards Act of 1938; The Drug-Free Workplace Act of 1988; The Age Discrimination in Employment Act of 1975 (ADEA) Age in Discrimination in Employment Act of 1967; Jobs for Veterans Act of 2002; and, the Rehabilitation Act of 1973

Task D: All host agencies will be given a Policies and Procedures Manual at their orientation.

(2) 20 CFR 641.535(a)(4), Community service assignments.

Operating Methods: SCSEP will provide participants at orientation information about community service assignments, confirm that the assignment is a good match, and review their Skilled Training Plan.

All participants are offered the opportunity to train approximately twenty (20) hours per week. However, if mutually agreeable to the participant and SCSEP Program Manager, an average of less than 20 hours is permissible. To the extent possible, participants train during normal working hours. No participant may be required to train more than twenty (20) hours per week; and, all training hours are dependent on available funding.

Delineation of Tasks:

Task A: SCSEP staff will provide a Skilled Training Plan that list tasks to be completed at individual training sites. The staff will review the community service assignments with the participant.

(3) 20 CFR 641.535(a)(1), Training opportunities.

Operating Methods: SCSEP will provide all types of training opportunities for participants. This will involve not only the community service assignment but also outside training such as but not limited to: 1) job club; 2) computer training; 3) CNA training; 4) GED; 5) job seeking/job keeping classes; 6) job interviewing; 7) lectures; 8) seminars; and 9) classroom

instruction. Participants, when appropriate, will be advised to speak with the Disability Program Navigators.

Delineation of Tasks:

Tasks A: Participants will be offered additional training outside of their community service assignment training that will benefit him/her to become job ready.

Task B: Participants will be required to register with the Department of Labor's One-Stop and attend programs offered by them.

Task C: SCSEP staff will maintain close communications with the Delaware Department of Labor's One-Stop Career Services Center.

Task D: SCSEP staff will recommend, when appropriate, participants to speak with the Disability Program Navigator at the Department of Labor to enhance their potential for transition into unsubsidized employment.

Task E: SCSEP staff will maintain a good working relationship with the Veterans Representative at the Department of Labor.

(4) 20 CFR 641.535(a)(1), Available supportive services.

Operating Methods: SCSEP staff will provide supportive services, on an as needed basis, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment. SCSEP participants will receive information on topics such as Social Security, education, health, legal services, nutrition, housing, taxes and transportation through workshops and the SCSEP Program Office. Assistance by referral for legal, financial, and transportation services, as well as housing assistance, health care, and medical service will be provided as needed.

SCSEP collaborates with agencies to help participants who are in need of services, who are not eligible for in house services such as subsidized housing or temporary shelters; no-cost medical and prescription programs; energy assistance; utility discounts; food stamps; Supplemental Security Income; reduced fares on transportation; church-provided food and clothing; First State's Career Closet (clothing for job interviews), and nutrition programs provided through the Older Americans Act. Also, the sub-grantees work to improve financial planning skills in collaboration with financial entities such as the Delaware Money School and the Delaware Financial Empowerment Partnership's "Stand by Me" program for financial literacy.

Delineation of Tasks:

Task A: Assistance will be provided by the Program Office staff and/or by referral to outside agencies as listed above.

Task B: Supportive services will be offered at training workshops through guest speakers on topics that will benefit the participant.

Task C: SCSEP staff will establish a criteria to assess the need for supportive services and to determine when participants will receive supportive services.

Task D: SCSEP will assist with the cost of incidentals such as work shoes, badges, uniforms, eyeglasses, tools, and background checks.

(5) 20 CFR 641.535(a)(1), Availability of free physical examinations.

Operating Methods: SCSEP staff will offer the participant a free physical examination each year they are recertified for the program and upon entry into the program and up to \$35.00 per physical.

Delineation of Tasks:

Task A: SCSEP staff will provide the opportunity for the participant to have an annual physical.

(6) 20 CFR 641.535(a)(1), Participant rights and responsibilities.

Operating Methods: SCSEP will explain to the participant their rights and responsibilities prior to entering the program and at their orientation. While enrolled in SCSEP the participant will be held to a set of standards and expectations. Their rights will be explained during the intake process and when deemed necessary.

Delineation of Tasks:

Task A: The participant will be provided a Policies and Procedures Manual at their orientation.

Task B: The participant will be encouraged to ask questions referencing their rights and responsibilities.

(7) 20 CFR 641.535(a)(4), Host agencies.

Operating Methods: SCSEP staff will assign the participant to an appropriate community service assignment in the area in which they reside or as close as possible based on their goals for employment, their assessment, and their training needs.

Delineation of Tasks:

Task A: SCSEP staff will contact a suitable training site to recommend and arrange an interview with the participant and find if the training site would be a good fit for the participant.

Address the topics listed above and provide sufficient orientation to applicants and participants on:

(8) SCSEP goals and objectives.

Operating Methods: The goal of the SCSEP is to provide useful, part-time work-based training opportunities through community service activities for unemployed low-income persons who are 55 years of age or older with poor employment prospects. The program fosters individual economic self-sufficiency and strives to move job-ready participants into private or other unsubsidized employment.

Task A: SCSEP program staff will review the goals and objectives that are written in the current SCSEP State-wide Policies and Procedures Manual with the participant at their initial intake and at orientation.

(9) Grantee and local project roles, policies, and procedures.

Operating Methods: SCSEP program staff will review the Grantee and local project roles, policies and procedures that are written in the current SCSEP State-wide Policies and Procedures Manual with the participant at their initial intake and at orientation.

(10) Documentation requirements.

Operating Methods: SCSEP program staff will review and explain the documentation requirements that are necessary for the participant to be enrolled in SCSEP at their initial intake and at orientation.

(11) Holiday and sick leave.

Operating Methods: SCSEP program staff will review and explain the holiday and sick leave policy that each participant will sign at their initial intake and reviewed and given a copy of same at orientation.

Task A: These are state-wide policies and an updated version is in the Delaware SCSEP; Statewide Policies and Forms manual. Signed copies of these policies will be kept in the participant's file.

(12) Assessment process.

Operating Methods: SCSEP program staff will review and explain the assessment process that is necessary for the participant to be enrolled in SCSEP at their initial intake and at orientation.

(13) Development and implementation of Individual Employment Plan (IEP).

Operating Methods: SCSEP program staff will review and explain the development and implementation of the Individual Employment Plan (IEP) that is necessary for the participant to be enrolled in SCSEP at their initial intake and at orientation.

Task A: An Individual Employment Plan (IEP) will be prepared collaboratively with each participant outlining goals, training and skills to be developed, and a timeline for completion.

Task B: At least two times a year (and more often if needed), the SCSEP Office will review goals with the participant as set forth in the IEP, identify any areas that need correction or revision, determine the need for additional skills/training, and consider rotation and/or unsubsidized employment.

(14) **Evaluation of participant progress.**

Operating Methods: SCSEP program staff will review and explain the purpose of the evaluation of participant progress that is necessary for the participant to be enrolled in SCSEP at their initial intake and at orientation.

Task A: During the first year of enrollment, the training site supervisor will be asked to evaluate job performance at the required intervals, such as, after the first ninety (90) days enrolled at their training site. Thereafter, evaluations will occur each year so that progress at the training site can be officially noted.

(15) **Health and safety issues related to each participant's assignment.**

Operating Methods: SCSEP program staff will review and explain the health and safety issues continuous during workshops held and at pivotal time when assigned (intake, prior to assignment, during assignment, etc.)

(16) **Role of supervisors and host agencies.**

Operating Methods: SCSEP program staff will review the role of supervisors and host agencies that are written in the current SCSEP State-wide Policies and Procedures Manual with the participant at their initial intake and at orientation.

(17) **Maximum individual duration policy.**

Operating Methods: SCSEP program staff will review the maximum individual durational policy with the participant at their initial intake and at orientation.

(18) **Termination policy.**

Operating Methods: SCSEP program staff will review the termination policy that is written in the current SCSEP State-wide Policies and Procedures Manual with the participant at their initial intake and orientation. This is a state-wide policy and an updated version is in the Delaware SCSEP: Statewide Policies and Forms manual.

Task A: If a participant is terminated for involuntary termination he/she will receive a verbal written letter for the first step, step two the participant will receive a second formal warning, and third a termination letter.

Task B: If it is determined that a participant is no longer eligible, SCSEP staff will assist the participant in contacting other available employment and training resources. A 30-day written notification will be provided to the participant, identifying his/her last date of SCSEP participation.

(19) **Grievance procedures.**

Operating Methods: SCSEP program staff will review the grievance procedures that is written in the current SCSEP State-wide Policies and Procedures Manual with the participant at their initial intake and orientation. This is a state-wide policy and an updated version is in the Delaware SCSEP: Statewide Policies and Forms manual.

Delineation of Tasks:

Task A: After the participant enrolled in SCSEP and is assigned to a training site an orientation workshop will take place. At the workshop the participant will receive a copy of the current SCSEP State-wide Policies and Procedures Manual along with other important documentation.

I. 20 CFR 641.565(a)(1)(i)(2)(3), Wages

- (1) **Provides participants with the highest applicable required wage for time spent while at their orientations, training events and community service assignments. The applicable wage is either the highest of the Federal, state, or local minimum wage.**

Operating Methods: The average number of hours per week for a participant will be twenty (20) hours. If it is mutually agreeable to the participant and the sub-grantee, a participant may work an average of less than twenty hours per week. No participant will be required to work more than twenty (20) hours in a week.

The hourly rate of pay will be no less than the Federal or state minimum wage, whichever is higher. The State of Delaware minimum wage is currently higher than the Federal rate.

Delineation of Tasks:

Task A: First State staff working with the finance department will ensure that all participants receive the highest applicable required wage for their time spent at orientation workshops, training workshops, and when performing their community service assignments.

Task B: The SCSEP participant will receive the hourly rate of pay that will be no less than the Federal or state minimum wage, whichever is higher.

J. Participant Benefits

- (1) **20 CFR 641.565(b)(ii)(A)(B)(C)(iii)(iv), Provides workers' compensation and other benefits required by state or Federal law; and, the cost of physical examinations.**

Operating Methods: First State takes responsibility for Workers Compensation premiums. All claims are handled through the Human Resources Department. Participants will be offered a physical examination as a fringe benefit by the SCSEP staff unless participants can provide a waiver within each 12-month cycle of the program. If participants have seen a physician in the last six months or one year, and can show a medical report, they receive a waiver of the physical exam altogether. If they chose to get a physical examination to determine their health readiness, First State will reimburse participants for up to \$35 for the exam.

Delineation of Tasks:

Task A: At the participants' intake and orientation the individual will be informed that the only benefit the program offers is Workers Compensation if he/she is injured at their training site.

Task B: The SCSEP staff will meet with participants to determine whether they wish to have a physical examination or opt for the waiver.

- (2) **20 CFR 641.565(b)(v), Follows written policy relating to compensation for scheduled work shops during which the participant's host agency is closed for Federal holidays (a statewide policy).**

Operating Methods: First State does not pay SCSEP participants for Federal holidays or any other days they have worked. However, if their training site is closed due to a Federal holiday they are offered the opportunity to make up that day. There is a Statewide Federal Holiday Policy in place and is in the Statewide Policies and Forms Manual in the SCSEP Department at First State.

Delineation of Tasks:

Task A: At the participants' intake the individual will be given a Federal Holiday Policy to read and sign before entering the program.

Task B: At orientation, once the individual qualifies for the program and is assigned a training site, the Federal Holiday Policy will be reviewed with the participant and will be given a copy of same.

- (3) **20 CFR 641.565(b)(2)(ii), Follows written policy relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program (a statewide policy).**

Operating Methods: First State does not offer or provide payment/compensate to participants for unused benefits such as sick leave or break time. There is a Statewide Break in Participation Policy and Sick Leave Policy in place and is in the Statewide Policies and Forms Manual in the SCSEP Department at First State.

Delineation of Tasks:

Task A: At the participants' intake the individual will be given a Break in Participation Policy and Sick Leave Policy to read and sign before entering the program.

Task B: At orientation, once the individual qualifies for the program and is assigned a training site, the Break in Participation Policy and Sick Leave Policy will be reviewed with the participant and will be given a copy of same.

- (4) **20 CFR 641.565(b)(2)(iii)(A)(B)(C)(D), Does not use grant/contracts funds to pay for participant pension benefits, annual leave, accumulated sick leave, or bonuses.**

Operating Methods: First State does not offer or use SCSEP grant/contract to provide contributions into a retirement system/plan or to pay the cost of pension benefits. First State does not offer or use SCSEP funds to provide annual leave, accumulated sick leave or bonuses.

Delineation of Tasks:

Task A: At the participants' intake and orientation the individual will be informed that the only benefit the program offers is Workers Compensation if he/she is injured at their training site.

K. Procedures for Payroll and Workers' Compensation

- (1) **20 CFR 641.565(a)(1)(i)(C)(iii), Makes all required payments for participant payroll and pays worker's compensation premiums on a timely basis.**

Operating Methods: First State will pay the participant the highest applicable required wage for orientation, training, and community service assignments. First State will make any adjustments to minimum wage rates payable to the participants as required by Federal, State or local statute during the grant term.

Delineation of Tasks:

Task A: The participant will receive the current minimum wage for the State of Delaware for twenty (20) hours a week for fifty-two (52) weeks of the hours worked based on a time sheet provided to them for payroll.

Operating Methods: First State takes responsibility for Workers Compensation premiums. All claims are handled at and by First State's Human Resources Department and completed on a timely manner.

- (2) **20 CFR 641.864(a), Ensures that host agencies do not pay worker's compensation costs for participants.**

Operating Methods: It is written in the Programmatic Assurances that host agencies do not pay worker's compensation costs for participants.

Delineation of Tasks:

Task A: When SCSEP staff make original contact with a host agency training site they will be informed that it is written in the Programmatic Assurances that host agencies do not pay worker's compensation costs for participants and that they are to report all accidents to the SCSEP Manager or First State's HR (Mr. David Bull).

Task B: A Worker' Compensation Policy has been implemented for Sussex County and is signed annually by the host agency that is included in the annual Letter of Agreement paperwork.

L. Durational Limits

Maximum Average Project Durational: 27 Months

- (1) **20 CFR 641.570(C)(1)(b), Maintains average project durational 27 months or less (e.g. average time all individuals are in the program), unless U. S. DOL approves a Grantee request for extension to 36 months.**

Maximum Participant Durational: 48 Months

- (2) **20 CFR 641.570(a)(1), Allows participants to participant in the program no longer that 48 months in a lifetime (whether or not the time is consecutive).**
- (3) **CFR 641.570(2), Notifies participants of the statewide policy pertaining to the maximum duration requirement (e.g. no longer than 48 months), at the time of enrollment and annually.**

Operating Methods: SCSEP staff will follow the 2006 amendments to Title V of the Older Americans Act (OAA) that imposed limits on how long a SCSEP participant can remain in the program:

- 27-month average participant duration for all grantees, and
- 48-month lifetime duration for each participant.

Under the 48-month lifetime durational limit, SCSEP participants are only eligible to receive SCSEP services for a total of 48 months in their lifetime, after which they must leave the program. The clock for this measurement started on July 1, 2007, for all participants. Any prior time in the program does not count toward the limit. This limit applies to any and all enrollments in SCSEP, whether or not consecutive. The earliest date at which a participant can reach the 48-month limit is July 1, 2011.

Delineation of Tasks:

Task A: When enrolled in SCSEP the participant is required to sign a Participant Acknowledge of the Terms of My Assignment. This statewide forms allows the participant to be aware of the expected average duration of 27 months and the maximum enrollment time per individual is 48

months. This standard form is in the Delaware SCSEP: Statewide Policies and Forms manual in the SCSEP office.

- (4) CFR 641.580(b), Provides 30-day written notice to participants prior to durational limit exit from the program.

Operating Methods: The SCSEP participant will receive a 30-day written notice prior to their durational limit exit from the program.

Delineation of Tasks:

Task A: Provide a 30 written notice to the participant.

Task B: The participant will receive information on the 30-day written notice prior to their durational limit exit from the program one year before the exit the program, six months before they exit the program, and three months before they exit the program along with a copy of their signed Grievance Procedures for complaint Resolution.

M. Transitional Services

- (1) Has a system to help transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired.

Operating Methods: For participants who will exit SCSEP to unsubsidized employment or without a job prior to their maximum enrollment durational date of expiration, referrals will be made to programs such as Foster Grandparents and Senior Companions -- both offering stipends. Those exiting participants who wish to volunteer will be referred to opportunities such as through the RSVP offices; Volunteer Match, American Red Cross, Salvation Army, United Way, Big Brothers Big Sisters and other organizations who seek people to contribute on a voluntary basis.

N. Termination Procedures

- (1) 20 CFR 641.580, Provides a 30-day written notice for all terminations that state the reason for termination and informs the participants of the grievance procedures and right to appeal (statewide policy).

Operating Methods: The SCSEP staff will terminate only as a last resort, and all practical strategies to avoid having to terminate will be put in place. Terminations will be preceded by a verbal written notice, a warning letter from the staff and a final thirty (30) day written termination letter from the Program Manager along with a copy of the participants' signed Grievance Procedures for Complaint Resolution. Terminations will be warranted in the case of refusing 3 job offers, referrals, and/or interviews, obstructive behavior during interviews, similar negative behaviors, and for cause.

Delineation of Tasks:

Task A: The participant will be advised of the termination policy and procedure and grievance policy and procedure at their initial intake and at their orientation.

Task B: The program will communicate the termination policy, which will include all paragraphs of the termination material in the scope of work, to participants in a training. Modification of the IEP is one alternative to termination. The thirty (30) day letter will be followed as it is a state-wide policy and is in the Statewide Policies and Forms manual as well as the participants signed Grievance Procedures for Complaint Resolution.

Task C: If program staff must terminate a participant due to being over the income limit for the SCSEP program, the participant will receive a thirty (30) day written termination letter from the Program Manager along with a copy of the participants' signed Grievance Procedures for Complaint Resolution. The participant will be referred to the One-Stop Center where he/she may receive additional placements for employment.

O. Written Termination Policy (a statewide policy that is approved by U.S. DOL)

A written termination policy is in effect and is provided to participants at enrollment for:

- (1) 20 CFR 641.580(a), Provision of false eligibility information by participant.**
- (2) 20 CFR 641.580(c), Incorrect initial eligibility determination at enrollment.**
- (3) 20 CFR 641.580(b), Income ineligibility determined at recertification.**
- (4) Participant has reached individual durational limit.**
- (5) Participant has become employed while enrolled.**
- (6) 20 CFR 641.580(d), For cause.**

Operating Methods: Written notification (a written Termination Policy that is a statewide policy that has been approved by U.S. DOL) will be mailed to the applicant or participant stating the grounds for the eligibility information/determination, income ineligibility, IEP termination, for cause, or other adverse action, such as but not limited to, becoming employed while enrolled in SCSEP; and, an outline of the appeal procedure will be enclosed. Also, enclosed will be a copy of their signed Grievance Procedures for Complaint Resolution.

Delineation of Tasks:

Task A: A thirty (30) day written termination letter will be sent to the applicant/participant based on one through six of the above along with a copy of their signed Grievance Procedures for Complaint Resolution.

- (7) 20 CFR 641.580(e), IEP-related termination (IEP terminations are based solely on a participant's refusal to accept a reasonable number of job offers or referrals to unsubsidized employment; or, refusal to conduct a reasonable search for employment, consistent with their IEP, unless there are extenuating circumstances).

Operating Methods: It is written in the standard state-wide IEP on the INDIVIDUALEMPLOYMENT PLAN /RELATED TERMINATIONS page that a refusal of three (3) job offers or job referrals without special circumstances is the standard number of refusal leading to a SCSEP termination. This policy is explained each time an IEP is prepared for and signed by the participant.

Delineation of Tasks:

Task A: A thirty (30) day written termination letter will be sent to the applicant/participant based non-compliance with the three refusal of job referrals with a copy of their signed Grievance Procedures for Complaint Resolution.

P. Equitable Distribution

- (1) Complies with the equitable distribution (ED) plan and only makes changes in the location of authorized positions in accordance with the ED plan and with prior U.S. DOL approval.

Operating Methods: Based on the Equitable Distribution Report (EDR), all three counties are providing equitable access to the program. If there are changes in the distribution of eligible people among counties, authorizations will be redistributed based on that information – increasing positions where needed and decreasing authorizations in over-served counties. Current participants will not be impacted by any reallocations.

- (2) Complies with the authorized position allocations/ED listed in www.scseped.org in order to equitably serve participants.

Operating Methods: As in previous years, each service area (e.g. each county) will be allocated positions and funding based on the Equitable Distribution Report.

- (3) Collaborates (with Grantee and other Sub-grantees) to achieve compliance with authorized positions while minimizing disruption to the participants.

Operating Methods: The sub-grantees (one sub-grantee per county) are continually developing working relationships to provide equitable access to the program. Each county has developed a good relationship with each other.

Q. Over-Enrollment

(1) Manages over-enrollment to minimize impact on participants and avoid layoffs.

Operating Methods: If the SCSEP program has additional money, the program will, from time to time, over-enroll to spend the money. The SCSEP program will manage over-enrollment to minimize impact on participants and avoid layoffs. The Program Manager, Financial Director, Program Director and Executive Director closely monitors budget expenditures to determine if the Program is on track in terms of its budget at the end of the year.

Delineation of Tasks:

Tasks A: Participants will be enrolled on a temporary basis if funds are not being utilized due to absenteeism or attrition. All efforts will be made to avoid having to over-enroll.

Task B: The program staff will maintain a list of temporary participants, and these individuals will be invited to fill authorized positions as they become available.

Task C: The participants enrolled in such positions will be informed in writing that their assignments are temporary and may be terminated.

R. Administrative Systems

(1) Ensures representation at all Grantee and U.S. DOL ETA-required training events.

Operating Methods: SCSEP staff will have representation at required Grantee and U.S. DOL ETA-required training events as written in the Programmatic Assurances under Administrative Systems.

(2) Communities with Grantee, other Sub-grantees and staff members regarding policy, directives, data collection, and performance.

Operating Methods: As written in the Programmatic Assurances under Administrative Systems SCSEP staff will communicate with the Grantee, other Sub-grantees, staff members and local project operators regarding policy, data collection, and performance developments and directives to staff on a regular basis.

(3) Responds to Grantee monitoring requests (e.g. scheduling, information requests, and corrective action responses); and, cooperates with Federal and state auditors.

Operating Methods: As written in the Programmatic Assurances under Administrative Systems SCSEP staff will communicate with the Grantee, other Sub-grantees, staff members and local project operators regarding policy, data collection, performance developments and directives to staff on a regular basis.

(4) Develops, provides, and acquires training for Staff to increase skills, knowledge and abilities.

Operating Methods: The SCSEP Manager will develop and provide training for all SCSEP staff to increase their work skills, knowledge of program, and abilities. SCSEP staff will be presented with workshop training through First State.

Task A: SCSEP staff will attend any and all DOL-sponsored required grantee meetings.

Task B: SCSEP staff will attend any and all First State workshops and skilled training.

(5) Maintains expertise on - and complies with – SCSEP financial and program requirements.

Operating Methods: SCSEP staff will be trained and comply with the SCSEP financial and program requirements.

Task A: SCSEP staff will be responsible for making sure all financial and program reports are accurate and submit them in a timely manner, as required.

(6) Self-monitors financial and program activities – including expenditures – on a regular basis to comply with fiscal and programmatic requirements.

Operating Methods: SCSEP staff will be knowledgeable in the self-monitoring financial and program activities including expenditures on a regular basis to comply with fiscal and programmatic requirements.

Task A: SCSEP staff will monitor financial and program activities and expenditures.

(7) Submits budget proposals requesting adequate resources to effectively operate the program.

Operating Methods: SCSEP staff will be knowledgeable in how to submit budget proposals that request adequate resources to effectively operate the program.

Task A: SCSEP staff will submit budget proposal in a timely manner.

(8) Ensures that all financial and program reports, including invoices, are accurate and submitted in a timely manner.

Operating Methods: SCSEP staff will be knowledgeable in the SCSEP financial and program reports.

Task A: SCSEP staff will ensure that all financial and program reports, etc. are accurate and submitted in a timely manner.

- (9) Ensures implementation of customer satisfaction surveys, including participant, host agency and employer surveys in accordance with U.S. DOL and Grantee guidance.

Operating Methods: Customer satisfaction surveys that include participants, host agencies and employer surveys in accordance with U.S. DOL and Grantee guidance will be implemented.

- (10) Develops a written plan for both disaster response and recovery so SCSEP may continue to operate and provide services.

Operating Methods: There is a written plan for both disaster response and recovery so SCSEP participants may continue to operate and provide services without interruption. A copy of the policy is in the Delaware SCSEP Statewide Policies and Forms Manual.

Task A: Review the disaster plan with SCSEP participants at intake, orientation, and workshop when threat of a disaster.

S. Collaboration and Leveraged Resources

- (1) Collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to: One-Stop Career Centers; libraries; vocational rehabilitation providers; disability networks; basic education and literacy providers; skills training providers; community colleges; and other support organizations (for food, medical, clothing, transportation, housing...).

Operating Methods: As written in the Programmatic Assurances under Collaboration and Leveraged Resources First State/SCSEP will collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to: workforce investment boards, American Job Centers (One-Stop Career Centers), vocational rehabilitation providers, disability networks, basic education and literacy providers, and community colleges.

Delineation of Tasks:

Task A: SCSEP staff will provide opportunities for participants to take advantage of obtaining their GED, attend Job Clubs, provide job seeking/job keeping workshops, resume writing, and ESL classes.

T. Supportive Services

- (1) 20 CFR 641.545, Provides supportive services, as needed, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment.

Operating Methods: SCSEP staff will offer supportive services that will help participants to perform their community service assignments. Supportive services will also be offered to all the participants to secure and maintain unsubsidized employment. These services will provide either job-related or personal counseling.

Delineation of Tasks:

Task A: SCSEP staff will directly provide or refer participants to supportive services that include legal assistance, health care agencies, educational opportunities, clothing, social security benefits, and housing and transportation assistance.

Task B: SCSEP staff will also refer participants to mental health services, vocational rehabilitation, getting fitted for prescription eye glasses, and receiving cosmetic dental services. If money is available, the staff may provide work shoes or work uniforms, as needed.

Task C: SCSEP participant will be provided a book called The Guide to Services for Older Delawareans at orientation workshops and durational limit workshops.

Creative, Proactive Initiative: First State will participant to the Career Closet which is run through First State. Participants who have just been hired can acquire a professional wardrobe through the Career Closet at no cost. First State's Career Closet has proven invaluable to many SCSEP participants who could not afford the purchase of a professional or job-related wardrobe.

(2) 20 CFR 641.545(c) Establishes criteria to assess the need for supportive services: while enrolled and after obtaining a job.

Operating Methods: At SCSEP In-Service workshops, six month assessments and IEP's, durational limit workshops, and when appropriate, SCSEP staff will engage in conversation with the participant to determine if they have the necessary supportive services to remain in the community service assignment, preparing to secure unsubsidized employment, or exit the program based on their durational limit.

Delineation of Tasks:

Task A: A Supportive Service form will be in each participants' folder for each year they are enrolled in SCSEP. Any supportive services offered to the participant will be recorded on the form and the supportive services that are offered will be followed up with the participant.

U. Complaint Resolution

(1) 20 CFR 641.910(a), Establishes and uses written grievance procedures for complaint resolution for applicants, participants and employees (a statewide policy).

Operating Methods: First State/SCSEP has a state-wide grievance procedures for resolving complaints. There is a Statewide Grievance Procedures for Complaint Resolution Policy in place and is in the Statewide Policies and Forms Manual in the SCSEP Department at First State.

- (2) 20 CFR 641.535(a)(1), Provides applicants, participants and employees a copy of the SCSEP grievance policy.

Operating Methods: First State/SCSEP explains and provides the grievance procedures for resolving complaints to applicants, participants and employees at intake, orientation and when refereeing to a host agency training site.

Delineation of Tasks:

Task A: The SCSEP staff will provide a copy of the Statewide Grievance Procedures for Complaint Resolution Policy to the participant at their orientation, durational limit workshops, and when they receive a thirty (30) day letter of termination.

V. Maintenance of Files and Privacy Information

- (1) Maintains participant files for three program years after the program year in which the participant received his/her final follow-up activity.

Operating Methods: SCSEP staff will maintain participant files for three years after the program year in which the participant received his/her final follow-up activity.

Task A: SCSEP staff will abide by the maintenance of files and privacy information as written in the Programmatic Assurances.

- (2) Ensures that all participant records are securely stored and access is limited to appropriate staff in order to safeguard personal identifying information.

Operating Methods: SCSEP staff will ensure that all participant records are securely stored and access is limited to appropriate staff to safeguard personal identifying information.

Task A: SCSEP staff will abide by the maintenance of files and privacy information as written in the Programmatic Assurances.

- (3) Ensures that all participant medical records are securely stored separately from all other participant records and access is limited to authorized staff for authorized purposes.

Operating Methods: SCSEP staff will ensure that all participants' medical records are securely stored separately from all other participant records and access is limited to authorized staff for authorized purposes.

Task A: SCSEP staff will abide by the maintenance of files and privacy information as written in the Programmatic Assurances.

- (4) Establishes safeguards to preclude tampering with electronic media, e.g., personal identification numbers (PINs) and SPARQ logins.

Operating Methods: SCSEP staff has safeguards in place to preclude tampering with electronic media, e.g., personal identification numbers (PINs) and SPARQ logins.

Task A: SCSEP staff will abide by the maintenance of files and privacy information as written in the Programmatic Assurances.

- (5) **Ensures that the SCSEP national office is immediately notified in the event of any potential security breach of personal identifying information, whether electronic files, paper files, or equipment are involved. Sub-grantees will usually report via the Grantee.**

Operating Methods: SCSEP staff (Program Manager) will notify the SCSEP national office immediately in the event of any potential security breach of personal identifying information, whether electronic files, paper files, or equipment are involved as well as reporting same to the Grantee.

Task A: SCSEP staff will abide by the maintenance of files and privacy information as written in the Programmatic Assurances.

- (6) **Ensures compliance with all SPARQ access and security rules.**

Operating Methods: SCSEP staff will be in compliance with all SPARQ access and become familiar with their security rules.

Task A: SCSEP staff will abide by the maintenance of files and privacy information as written in the Programmatic Assurances.

W. Documentation

- (1) **Maintains documentation of waivers of physical examinations by participant.**

Operating Methods: SCSEP staff will maintain documentation of waivers of physical examinations on the participants and will keep them in a separate, locked file.

Delineation of Tasks:

Task A: SCSEP staff will ensure that participant medical records are securely stored separately from all other participant records and access is limited to authorized staff for authorized purposes.

- (2) **Maintains documentation of the provision of complaint procedures to participants.**

Operating Methods: SCSEP staff will maintain documentation of the written grievance procedures for complaint resolution that describe procedures, which comply with this policy, and which will be used to resolve the grievances of SCSEP applicants and participants. Procedures must be consistently and fairly applied. And complaints will be dealt with in a timely manner.

Delineation of Tasks:

Task A: A copy of the State-wide grievance procedures will be given to participants during the initial intake interview and at orientation. The policy will be signed by the participant and documented.

Task B: A copy of the grievance procedures will be provided to all involuntarily terminated participants when the subproject issues a written termination to the participant 30 days prior to the termination date.

(3) Maintains documentation of eligibility determinations and re-certifications.

Operating Methods: SCSEP staff will maintain documentation of eligibility determinations and re-certifications and keep them in a locked file in the SCSEP department.

(4) Maintains documentation of terminations and reasons for terminations.

Operating Methods: SCSEP staff will maintain documentation of SCSEP participant's files who have been terminated from the program and the reasons for their terminations in a locked file in the SCSEP department.

(5) Maintains records of grievances and outcomes.

Operating Methods: SCSEP staff will maintain documentation of SCSEP participant's files who have filed a grievance and the outcomes in a locked file in the SCSEP department.

(6) Maintains records required for data validation.

Operating Methods: SCSEP staff will maintain SCSEP records that is required for data validation in a locked file in the SCSEP department.

(7) Maintains documentation of monitoring reports (such as audits, Grantee monitoring, and annual host site security evaluations).

Operating Methods: SCSEP staff will maintain documentation of monitoring reports in the SCSEP department. All participant files will be kept for a period of three years.

X. Data Collection and Reporting

(1) 20 CFR 641.879(A)(1)(2)(b). Ensures the collection and reporting of all SCSEP required data according to specified time schedules.

Operating Methods: SCSEP staff will ensure that the collection and reporting of all SSP required data will be submitted according to specified time schedules. First State's SCSEP has more than adequate computer capability to implement the SCSEP-specific functions of data

collection and reporting. The First State, SCSEP system is part of a statewide network developed and installed by the State of Delaware.

Delineation of Tasks:

Task A: First state will comply fully with the statewide SCSEP performance measurers.

(2) Ensures the use of the OMB-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ.

Operating Methods: SCSEP staff will ensure that the use of the OMB-approved SCSEP data collections forms and the SCSEP Internet data collection and evaluation system, SPARQ will be used in accordance.

Delineation of Tasks:

Task A: As the collections forms are updated these forms will be replaced by the current ones.

Ensures that personnel capturing and recording data are familiar with the latest instructions for data collection, including U.S. DOL administrative issuances, e.g. TEGLs, the Data Collection and Data Validation Handbooks, and Internet postings on the SCSEP web sites (such as the Ask the Experts and SCSEP Community of Practice sites).

Operating Methods: SCSEP staff will ensure that the personnel capturing and recording data are trained and updated with the latest instructions for the data collection. This consist of the DOL guidance's, TEGLs, the Data Collection Handbook, and Internet postings that SCSEP staff will use.

Delineation of Tasks:

Task A: SCSEP staff will be issued a copy of the Data Collection and Data Validation handbooks to read over and utilized. Also, the DOL guidance's, TEGLs, the Data Collection Handbook, and Internet postings.

Task B: SCSEP staff will be trained in the Internet postings on the SCSEP web sites. If there is a question of concern, the SCSEP staff will know how to "Ask the Experts".

(3) Ensures accurate and complete data are entered directly into the SPARQ database system.

Operating Methods: SCSEP staff will comply fully with entering accurate and complete data that is entered directly into the SPARQ database system.

Delineation of Tasks:

Task A: SCSEP staff will adhere to the Programmatic Assurances under Data Collection and Reporting.

- (4) 20 CFR 641.879, Ensures complete data files in the specified electronic format, as well as hard copy case files, are turned over to the Grantee when sub-grantees cease to administer SCSEP.

Operating Methods: SCSEP staff will comply fully to ensure complete data files in the specified electronic format, as well as hard copy case files, are turned over to the Grantee when sub-grantees cease to administer SCSEP.

Delineation of Tasks:

Task A: SCSEP staff will adhere to the Programmatic Assurances under Data Collection and Reporting.

- (5) 20 CFR 641.879, Ensures new sub-grantees enter complete data related to any participants whom they acquire upon becoming sub-grantees, including any participants who are still in the follow-up period.

Operating Methods: SCSEP staff will comply fully to ensure new sub-grantees enter complete data related with any participants whom they acquire upon becoming sub-grantees, including any participants who are still in the follow-up period.

Delineation of Tasks:

Task A: SCSEP staff will adhere to the Programmatic Assurances under Data Collection and Reporting.

Y. Performance Measures

- (1) 20 CFR 641.710(a)(1)(2)(3)(4)(5)(6), Complies with U.S. DOL-approved Performance Measures. For the PY13 grant year, they are: Entered Employment: 30%; Retention: 68.3%; Average Earnings: \$6,972; Service Level: 150%; Community Service: 85.1%; and, Most in Need: 2.23.

Operating Methods: There six "core performance measures" are: 1) hours of community service employment; 2) entry into unsubsidized employment; 3) retention in unsubsidized employment; 4) earnings; 5) the number of eligible individuals served; and 6) most in need.

Delineation of Tasks:

Task A: First State will comply with U.S. DOL approved performance measures. Goal setting will be put in place and corrective action will take place if targets are not met.

- (2) 20 CFR 641.720(a)(1), SCSEP Performance Measures are renegotiated each year with U. S. DOL; therefore, any PY2014 contracts resulting from this RFP will be adjusted according.

Operating Methods: SCSEP staff recognizes that Performance Measures are renegotiated each year with U.S. DOL.

Delineation of Tasks:

Task A: Any PY2015 contacts resulting from this RFP will be adjusted and will be implemented by SCSEP staff.



Purchase Order

Dispatch via Print

STATE OF DELAWARE

Division of Accounting
Department of Finance
820 Silver Lake Boulevard Suite 200
Dover DE 19904
United States

Vendor: 0000024688
FIRST STATE COMMUNITY ACTION AGENCY INC
308 N RAILROAD AVE
PO BOX 877
GEORGETOWN DE 19947

Purchase Order	Date	Revision	Page
STATE-0000341234	07/18/2016		1
Payment Terms	Freight Terms	Ship Via	
DUE NOW	Destination	Common Car	
Buyer	Phone		
Sunga, Joanne			

Ship To: HSS173
Div Svcs for Aging & Adults with Physical Disabili
Dept of Health & Social Services - H Holloway Camp
1901 N DuPont Highway - Main Building 1st Floor
New Castle DE 19720
United States

Attention: Not Specified

Bill To: Div Svcs for Aging & Adults with Physical Disabili
Dept of Health & Social Services - H Holloway Camp
1901 N DuPont Highway - Main Building 1st Floor
New Castle DE 19720
United States

Conditions and Instructions to Vendor:

1. Acceptance of this Purchase Order is agreement to accept payment by credit card, ACH or by check at the State's option.
2. All prices F.O.B. destination unless otherwise indicated.
3. This order and the performance thereof shall be construed and governed in accordance with the laws of the State of Delaware.
4. Separate invoices must be submitted for each order. Submit invoice in triplicate.
5. Any price changes must be agreed to by the Ordering Agency prior to submitting invoices.
6. Purchase Order not valid unless signed by Secretary of Department of Finance or designee or under \$5000.00 or marked emergency.

Tax Exempt ID: 516000279

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	SCSEP		1.00	EA	1.00	1.00	07/18/2016

Schedule Total 1.00

Item Total 1.00

Total PO Amount 1.00

Authorized Signature

Original On File

DSAAPD CONTRACT MANAGEMENT ROUTING SHEET

CONTRACT INITIATOR	Maxwell A. Amoako
SERVICE	Senior Community Service Employment Program ✓
CONTRACTOR/PROVIDER NAME	First State Community Action Agency ✓
CONTRACT AMOUNT	\$532,533.00 ✓
CONTRACT AMOUNT BREAKDOWN BY FUNDING SOURCE	\$532,533.00 ✓ Title V
Separate amounts if there is more than one funding source	
CONTRACT SERVICE PERIOD	July 1, 2016 - June 30, 2017 ✓
CONTRACT NUMBER	35-1400-2017-17 ✓

Initial/Date	Task	Task Description
MA 04/29/16	1.	Contract/amendment prepared by Contract Initiator & the appropriate Contract Checklist completed. * If this is a new contract, contact DSAAPD Fiscal Administrative Officer for a new contract number and confirm funding source. ** If this is an amendment, contact DSAAPD Fiscal Administrative Officer for funding approval of the proposed amendment changes Fiscal request should include: VENDOR / SERVICE / FUNDING AMOUNT / CONTRACT DATES
MA 04/29/16	2.	Contract Initiator completes a Exclusion review of provider using the SAM.gov website ** go to sam.gov website, choose the Search Records option Type in your provider's legal name in the first section and press <u>Search</u> . Print the results page and include in the contract packet. * NOTE - Print two (2) copies of results page if the contract will need the Department's Signature (see Dept. Approval Section below)
MA 04/29/16	3.	Contract/amendment entered and Level I approved in CATS by Contract Initiator. Record CATS Sys Doc #: <u>019593002-0000</u> ✓ ** System Document # is found on the CONTRACT INFO tab of CATS entry
MA 04/29/16	4.	Contract/amendment is sent to Contractor/Provider for review and sign signature pages.
MA 5/4/2016	5.	Contractor/Provider returns signed contract/amendment returned to Contract Initiator
MA 5/5/16	6.	Contract Initiator creates adequate copies of the contract utilizing the appropriate boilerplate *NOTE: if the contract REQUIRES the Department Signature, you MUST create a signature line for the Dept. Secretary and create an extra hard copy of the contract for Procurement (see Dept. Approval Section below) **Attach "Sign Here" stickers to the signature page on each copy of the contract/amendment
MA 5/6/16	7.	Contract/amendment submitted to Frank Jones for 2nd Level CATS review & approval
FS/6	8.	2nd Level CATS review & approval completed by Frank Jones, then submits the contract/amendment to DSAAPD CFO for review
5/9/16	9.	DSAAPD CFO reviews contract/amendment and then submits to DSAAPD Director for CATS 3rd level review & approval
10/16	10.	Contract/Amendment 3rd Level CATS approval and contract signature completed by Director **If the contract/amendment requires Dept. approval, the Certification Page and Contract review sheet must be printed from CATS and signed by the Director or designee. (see Dept. Approval Section below)
5/10/16	11.	If the contract REQUIRES the Dept. signature (see Dept. Approval Section below) the contract is forwarded to Frank Jones
5/10/16	12.	If the contract DOES NOT require the Dept. signature (N/A-Delegation Agreement) the contract is forwarded to Dava Newnam (IF APPLICABLE)-Contract/amendment, signed Certification sheet, & Contract Review sheet are sent for Dept. Secretary signature. **Do not send the contract folder or this routing sheet with the contract/amendment to Procurement
5/10/16	13.	(IF APPLICABLE) Dept. Secretary signed contract/amendment returned to Frank Jones from Procurement
CA 9/30	14.	Purchase Order (PO) completed by fiscal office contract/amendment submitted to Frank Jones
5/10/16	15.	Frank Jones sends an email to the Contract & Procurement Administrator with PO numbers to be added to CATS entry **Include the DSAAPD contract # and SysDoc# from CATS in the email for each contract. *** This step in ONLY completed if this is a NEW CONTRACT (Amendments will utilize the original PO)
N/A	16.	Frank Jones updates the OSD Under-threshold MWV form (CF-028)
5/10/16	17.	Frank Jones scans a copy of contract packet to include PO and contract/amendment in DSAAPD shared files (Contracts) and provides the contract/amendment packet and PO to the Contract Initiator.
	18.	Contract Initiator provides a copy of approved contract/amendment and original PO to contractor/provider

CONTRACTS MUST HAVE DEPARTMENTAL APPROVAL AND BE SIGNED BY THE DEPARTMENT SECRETARY IF:

A.	They are contracts for management consulting
B.	They replace contracts that were discontinued for unsatisfactory performance or cost considerations
C.	They are with existing State employees or former State employees who left State service less than two (2) years ago
D.	They are with individuals who are expected to perform a full-time, ongoing task similar to that of an FTE
E.	They are contracts or Memoranda of Agreement (MOA) with State agencies outside of DHSS
F.	They deviate from a standard boilerplate
G.	The contract has an active waiver letter signed by the Department Secretary
H.	They have a duration of more than two (2) years
I.	The contract amount is greater than \$500,000 **If it's an amendment, if the total amount of the contract is greater than \$500,000
J.	The contract requires IRM review (i.e. contains language of technology to be utilized)

CONTRACT CHECKLIST – CONTRACT RENEWAL

PROGRAM NAME	Senior Community Service Employment Program
CONTRACTOR NAME Use formal business name	First State Community Action Agency
CONTRACT NUMBER Insert contract number provided by DSAAPD Fiscal	35-1400-2017-17

Appendix

N/A	Department Boilerplate
A	Divisional Requirements
B	Business Associate Agreement - Required if the contractor has access to the participant's private health information
C	Program Assurances
D	On Job Experience (OJE) Policy
E	Contract Budget (NOTE - Title III must have a 10% match documented)
F	DSAAPD Policy Manual for Contracts (Must designate the following message in the Appendix section on the Department boilerplate: Included by Reference - Link to DSAAPD Policy Manual for Contracts: http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf
N/A	DSAAPD Policy Manual for Contracts – Nutrition (if applicable) - Must designate the following message in the Appendix section on the Department boilerplate: Included by Reference - Link to DSAAPD Policy Manual for Contracts - Nutrition: http://www.dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf
G	The Request for Proposal “included by reference” PSCO (RFP) # 13-053 (when applicable)
H	Work Plan prepared by provider. Required for all contracts. If the provider does not include a new plan, make a copy of the current plan and attach it. If a new plan is submitted, make sure the provider did not change anything unless they discussed it with you and you agreed to the changes.
<i>The following documents must be included with the contract submission packet (folder), but are not to be included within the contract. Place an “X” to indicate that the documents are included or a “N/A” to indicate that the document is not applicable to this contract. If any of the required documents are not included, a note must be attached with an explanation.</i>	
N/A	Professional License – (if applicable)
X	Business License OR proof of 501C (Non-Profit) Status – (this is applicable if there is NO Professional License required for service.)
X	Insurance Certificate – (Must be current and list DSAAPD as Certificate Holder – In not event shall the State of Delaware be named as an additional insured on the insurance policy.)
X	Emergency Contact – Please include the e-mail address of provider's Program contact – <u>Roy Hazzard</u> , rhazzard@firststatecaa.org
X	A-133 Statement of Audit Eligibility (Completed FORM CF-004) *NOTE: If Provider signs under Section A on the A-133 form, the provider must provide a copy of their A-133 audit letter.
X	Providers DUNS # - <u>118062488</u> http://www.dnb.com/get-a-duns-number.html
X	Verification of Provider's good standing – include website printout of finding using sam.gov (Please include two (2) copies of the form if the contract will need to be signed by the Dept. Secretary)
N/A X	Verification that Minority, Woman, or Veteran (MWV) business solicitation - applicable for NON-RFP (under threshold) services. Must search for business at: http://gss.omb.delaware.gov/osd/certdir.asp Please supply the following from e-mail or phone contact: 1. Vendor contact name: 2. Vendor phone: 3. Vendor e-mail:

N/A	Waiver Letter – (if applicable - Include a copy of the Department approved waiver letter)
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Internal Revenue Service

Department of the Treasury

District
Director

Baltimore District

31 Hopkins Plaza, Baltimore, Md. 21201

Employer Identification Number: 51-0104704

▷

First State Community Action Agency, Inc.
P.O. Box 431
Georgetown, DE. 19947

Person to Contact:
EP/EO Tax Examiner

Telephone Number:
(410) 962-6058

Internal Revenue Code
Section: 501(c)(3)

Date: OCT 23 1993

Dear Sir/Madam:

Thank you for submitting the information shown on the enclosure. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future changes in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,
Original On File

Paul M. Harrington
District Director

Item Changed

From

To

Name

Sussex County Community
Action Agency, Inc.

See Above

RECEIVED OCT 27 1993



CERTIFICATE OF LIABILITY INSURANCE

FIRST28

OP ID: AH

DATE (MM/DD/YYYY)

04/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L & W Insurance Agency P.O. Box 918 Dover, DE 19903 David Sciortino		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED First State Community Action Leon Morris P.O. Box 877 Georgetown, DE 19947		INSURER A : North American Elite Ins Co INSURER B : Alliance of NonProfits for Ins INSURER C : INSURER D : INSURER E : INSURER F :	
		29700 10023	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			2015-14325	09/26/2015	09/26/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Prof liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			2015-14325	09/26/2015	09/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liab			2015-14325	09/26/2015	09/26/2016	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

DIVIS14


Division of Services for
Aging & Adults with
Physical Disabilities
1901 N. DuPont Hwy
New Castle, DE 19720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Original On File

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p align="center">Statement of A-133 Audit Eligibility</p>
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ALL PROVIDERS must sign either Statement (a) or (b) and return this form.

- (a) My organization is required to have an A-133 audit based on federal requirements as described below under **FEDERAL A-133 AUDIT REQUIREMENT***.

(My organization's fiscal year may not coincide with the DSAAPD fiscal year; therefore this request may include the A-133 audit from the current contract year and/or the previous contract year. Two (2) audit years may be required to compensate for the difference/overlap in fiscal years.)

Original On File

First State Community Action Agency, Inc.

Agency Name

Agency Representative

Executive Director

My Organization's Fiscal Year Begins July 1

Title

3-15-2016

Date

- (b) My organization is **not** required to have an A-133 audit based on the federal requirement as described below under **FEDERAL A-133 AUDIT REQUIREMENT***.

Agency Name

Agency Representative

Title

Date

*** FEDERAL A-133 AUDIT REQUIREMENT:** All state, local governments and non-profit agencies that have \$500,000 or more in federal funding for all contracted programs are required by the Federal Government to have an A-133 audit. This total includes federal funds received from DSAAPD and non-DSAAPD entities whether within or outside the state of Delaware.

If your agency meets the above A-133 requirements and is receiving Older Americans Act (OAA) or Social Service Block Grant (SSBG) funds from the Division, you are required to provide a copy of your A-133 audit with this form.

If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings.

Herbert J. Geary III
Corey N. Duncan
Roy J. Geiser
Chris A. Hall
Ronald W. Hickman
Charles M. Meenehan
Craig A. Walter
Mark A. Welsh



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
OMB CIRCULAR A-133

Board of Directors
First State Community Action Agency, Inc.
Georgetown, Delaware

Report on Compliance for Each Major Federal Program

We have audited the First State Community Action Agency, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of First State Community Action Agency, Inc.'s major federal programs for the year ended June 30, 2015. First State Community Action Agency, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of First State Community Action Agency, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about First State Community Action Agency, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of First State Community Action Agency, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, First State Community Action Agency, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of First State Community Action Agency, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered First State Community Action Agency, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of First State Community Action Agency, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Original On File

Salisbury, Maryland
March 22, 2016

SAM Search Results
List of records matching your search for :

Search Term : First* State* Community* Action*
Record Status: Active

ENTITY	FIRST STATE COMMUNITY ACTION AGENCY	Status:Active
---------------	-------------------------------------	---------------

DUNS: 118062488	+4:	CAGE Code: 34CY8	DoDAAC:
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Expiration Date: Mar 3, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 308 N RAILROAD AVE	
City: GEORGETOWN	State/Province: DELAWARE
ZIP Code: 19947-1252	Country: UNITED STATES

USER NAME

PASSWORD

LOG IN

[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)

Search Results

Current Search Terms: bernice* edwards*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record
StatusBy
Functional
Area - Entity
ManagementBy
Functional
Area -
Performance
Information



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No.35-1400-2017-16
CATS Sys Doc ID #019594-0001-0000

PROFESSIONAL SERVICES AGREEMENT

For

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

This Professional Services Agreement ("Agreement") is entered into as of **July 1, 2016** and will end on **June 30, 2017**, by and between the State of Delaware, Department of Health & Social Services, **Division of Services for Aging & Adults with Physical Disabilities** ("Delaware"), and **Modern Maturity Center, Inc.** (the "Vendor"), with offices at 1121 Forrest Ave, Dover, DE, 19904.

WHEREAS, Delaware desires to obtain certain services for: **Senior Community Service Employment Program**

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. **Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as **Appendix G**; (RFP) #13-053 and (c) **Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix H**. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it

shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from **July 1, 2016** through **June 30, 2017**.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C (Program Assurance) & D, (On-Job Experience). The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix E (Contract Budget).
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C, Program Assurance will not exceed the fixed fee amount of **\$355,022**. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.8. Invoices shall be submitted to: maxwell.amoako@state.de.us

3. Responsibilities of Vendor.

3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
SCSEP	Donna Heller	Director	100%
SCSEP	Sara Williams	Job Develop Spec.	100%
SCSEP	Karlet Walker	Vice President/CFO	4.85%
SCSEP__	Brenda Olivo_	Payroll Clerk	3.75%

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.
- 4. Time Schedule.**
 - 4.1. A project schedule is included in Appendix H.
 - 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
 - 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix E.
- 5. State Responsibilities.**
 - 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
 - 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
 - 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
 - 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
 - a. Copies of reports, surveys, records, and other pertinent documents;
 - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.
- Vendor shall return any original data provided by Delaware.
- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
 - 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
 - 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
 - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

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

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

13. Termination.

13.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3. If termination for default is effected by Delaware, Delaware will pay Vendor 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 Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor'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 Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of

Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

15.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

15.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

19. Complete Agreement.

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement

shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

21. Insurance.

21.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or

- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions..

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720**

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – (Room #137)
New Castle, DE. 19720
Attn: (Maxwell A. Amoako)

VENDOR:

Modern Maturity Center, 1121 Forrest Avenue, Dover, DE 19904

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed
as of the date and year first above written.

For the Contractor:
Modern Maturity Center

Original On File

Name /

President/CEO
Title

For the State of Delaware

For the Department:
STATE OF DELAWARE
DEPARTMENT OF HEALTH & SOCIAL
SERVICE

Date

4/28/16

N/A
Rita M. Landgraf
Secretary

Date

For the Division:
Division of Services for Aging &
Adults with Physical Disabilities
(DSAAPD)

Original On File

5/5/16
Lisa Bond
Director, DSAAPD

APPENDIX A: *Division Requirements*

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 10/21/15

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.

1. The contractor agrees to comply with all policies and procedures contained within the *DSAAPD Policy Manual for Contracts*, which is hereby included by reference.
2. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. The contractor agrees to submit quarterly (or monthly) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the *DSAAPD Policy Manual for Contracts* policies Q and S. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
5. The contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.
6. If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.
7. The contractor agrees to acknowledge the Division of Services for Aging and Adults with Disabilities as a funding source in all publicity about the project.
8. 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 lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
9. The contractor acknowledges that no state or federal funds may be requested unless the contractor has the local resources to meet the required match, if applicable. These resources may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.
10. In cost reimbursement contracts, any funds paid by the Division to the contractor, in excess of actual expenditure, incurred and paid by the contractor, must be returned to the Division.

11. Any changes in the line items of a cost reimbursement budget must be in compliance with the DSAAPD *Policy Manual for Contracts* Policy F. Non-compliance will result in a disallowed cost and audit finding.
12. The period of notice required for the Contractor to terminate or to not renew this agreement without cause is extended to ninety (90) calendar days with written notice to the Division pursuant to Item 13 of the Department boilerplate.
13. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.
14. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan upon request.
15. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
16. The contractor of an Older Americans Act program acknowledges that the total cost of the contract, excluding program income, must include a 10% match of non-DSAAPD resources (e.g. local cash and/or in-kind that is provided by the contractor). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: *HIPPA Business Associate Agreement*

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides **Senior Community Service Employment Program** for Covered Entity pursuant to a contract **July 1, 2016** and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information ("PHI") to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.

2. **Obligations and Activities of Business Associate.** To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:

(a) **Use or Disclosure.** Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.

(b) **Specific Use of Disclosure.** Except as otherwise limited by this BAA, Business Associate may:

- (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;
 - (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) **Minimum Necessary.** Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) **Safeguards.** Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) **Agents and Subcontractors.** Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

(f) **Reporting.** Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.

(i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.

(ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.

(ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.

(g) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.

(h) **Audits and Inspections.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.

(i) **Accounting.** Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.

(j) **Designated Record Set.** While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:

(i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

(ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.

(k) **HITECH Compliance Dates.** Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. **Obligations of Covered Entity.**

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. **Term and Termination.**

- (a) **Term.** This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.
- (b) **Termination Upon Breach.**
 - (i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.
- (c) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.
 - (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate

agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.

(iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. **Miscellaneous.**

(a) **Regulatory References.** A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Amendment.** The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.

(c) **Method of Providing Notice.** Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.

(d) **Parties Bound.** This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

(e) **No Waiver.** No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

(f) **Effect on Master Agreement.** This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.

(g) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities

whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.

(i) **Applicable Law.** This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.

(j) **Judicial and Administrative Proceedings.** In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.

(k) **Transmitting Electronic PHI.** Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.

6. **IN WITNESS WHEREOF**, the Parties hereto have executed this BAA to be effective on the date set forth above.

Covered Entity (DSAAPD)
Original On File

By: _____
Name: Lisa Bonz
Title: Director
Date: 5/5/16

Business Associate (Contractor)
Original On File

By: _____
Name: Cate Lyons
Title: Deputy Director
Date: 4/29/2016

APPENDIX C: *Program Assurance*

PROGRAMMATIC ASSURANCES FOR PY 2016 FUNDS

You must certify that you will conform to these assurances throughout the period of the grant by checking each of the assurances below. These assurances apply fully to any sub-recipient, local project, or grantee staff involved in the delivery of services.

You agree to:

Recruitment and Selection of Participants

- ☒ Develop and implement methods to recruit and select eligible participants to assure maximum participation in the program.
- ☒ Use income definitions and income inclusions and exclusions for SCSEP eligibility, as described in TEGL No. 12-06, to determine and document participant eligibility.
- ☒ Develop and implement methods to recruit minority populations to ensure at least proportional representation in your assigned service area.
- ☒ Develop and implement strategies to recruit applicants who have priority of service as defined in OAA section 518(b) (1)-(2) and by the Jobs for Veterans Act (JVA).
Individuals with priority include those who:
 - Are covered persons in accordance with the JVA (covered persons who are SCSEP-eligible must receive services instead of or before non-covered persons);
 - Are 65 years or older;
 - Have a disability;
 - Have limited English proficiency;
 - Have low literacy skills;
 - Reside in a rural area;
 - Have low employment prospects;
 - Have failed to find employment after utilizing services provided through the One-Stop Delivery System;
 - Are homeless or are at risk for homelessness.

Assessment

- ☒ Assess participants at least twice per 12-month period.
- ☒ Use assessment information to determine the most appropriate community service assignments (CSAs) for participants.

Individual Employment Plan (IEP)

- ☒ Establish an initial goal of unsubsidized employment for all participants.
- ☒ Update the IEP at least as frequently as assessments occur (twice per 12-month period).
- ☒ Modify the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear that unsubsidized employment is not feasible.
- ☒ For participants who will reach the individual durational limit or would not otherwise achieve unsubsidized employment, include a provision in the IEP to transition to other services.
- ☒ Rotate participants to a new host agency (or a different assignment within the host agency) based on a rotation policy approved by DOL in the grant agreement and only

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when an individualized determination determines that the rotation is in the best interest of the participant. Such rotation must further the acquisition of skills listed in the IEP.

Community Service Assignment (CSA)

- ☒ Base the initial CSA on the assessment done at enrollment.
- ☒ Select only designated 501(c)(3) organizations or public agencies as host agencies.
- ☒ Put in place procedures to ensure adequate supervision of participants at host agencies.
- ☒ Ensure safe and healthy working conditions at CSA through annual monitoring.

Recertification of Participants

- ☒ Recertify the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.

Physical Examinations

- ☒ Offer physical examinations to participants upon program entry, and each year thereafter, as a benefit of enrollment.
- ☒ Obtain a written waiver from each participant who declines a physical examination.
- ☒ Not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

Host Agencies

- ☒ Develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment.
- ☒ *Maintenance of Effort:* Ensure that CSAs do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. You must specifically ensure that CSAs do not:
 - Displace currently-employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits).
 - Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
 - Assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Orientation

- ☒ Provide orientations for its participants and host agencies, including information on:
 - Project goals and objectives
 - Participant rights and responsibilities
 - CSAs
 - Training opportunities
 - Available supportive services
 - Availability of free physical examinations
 - Host agencies

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- ☒ Local staff must address the topics listed above and provide sufficient orientation to applicants and participants on:
- SCSEP goals and objectives
 - Grantee and local project roles, policies, and procedures
 - Documentation requirements
 - Holiday and sick leave
 - Assessment process
 - Development and implementation of IEPs
 - Evaluation of participant progress
 - Health and safety issues related to each participant's assignment
 - Role of supervisors and host agencies
 - Maximum individual duration policy, including the possibility of a waiver, if applicable
 - Termination policy
 - Grievance procedure

Wages

- ☒ Provide participants with the highest applicable required wage (highest of Federal, state, or local minimum wage) for time spent in orientation, training, and community service assignments.

Participant Benefits

- ☒ Provide workers' compensation and other benefits required by state or Federal law (such as unemployment insurance), and the costs of physical examinations.
- ☒ Establish written policies relating to compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays.
- ☒ Establish written policies relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program.
- ☒ Not use grant funds to pay the cost of pension benefits, annual leave, accumulated sick leave, or bonuses.

Procedures for Payroll and Workers' Compensation

- ☒ Make all required payments for participant payroll and pay workers' compensation premiums on a timely basis.
- ☒ Ensure that host agencies do not pay workers' compensation costs for participants.

Durational Limits

Maximum Average Project Duration – 27 Months

- ☒ Maintain average project duration of 27 months or less, unless ETA approves an extension to 36 months.

Maximum Individual Participant Duration – 48 Months

- ☒ Allow participants to participate in the program no longer than 48 months (whether or not consecutively), unless your approved policy allows for an extension and the participant meets extension criteria.

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- ☒ Notify participants of your policy pertaining to the maximum duration requirement, including the possibility of an extension if applicable, at the time of enrollment and each year thereafter, and whenever ETA has approved a change of policy.
- ☒ Provide 30-day written notice to participants prior to durational limit exit from the program.

Transition Services

- ☒ Develop a system to transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired.

Termination Policies

- ☒ Provide a 30-day written notice for all terminations that states the reason for termination and informs the participants of grievance procedures and right to appeal.
- ☒ Maintain written termination policies in effect and provide to participants at enrollment for:
 - Provision of false eligibility information by the participant
 - Incorrect initial eligibility determination at enrollment
 - Income ineligibility determined at recertification
 - Participant has reached individual durational limit
 - Participant has become employed while enrolled
 - IEP-related termination
 - Cause (must be approved by the ETA prior to implementation)

Equitable Distribution

- ☒ Comply with the equitable distribution (ED) plan for each state in which grantee operates and only make changes in the location of authorized positions within a state in accordance with the state ED plan and with prior ETA approval.
- ☒ Comply with the authorized position allocations /ED listed in www.scseped.org.
- ☒ Collaborate with all grantees authorized to serve in your state to achieve compliance with authorized positions while minimizing disruption to the participants.

Over-Enrollment

- ☒ Manage over-enrollment to minimize impact on participants and avoid layoffs.

Administrative Systems

- ☒ Ensure representation at all ETA-sponsored required grantee meetings.
- ☒ Communicate grant policy, data collection, and performance developments and directives to staff, sub-recipients, and local project operators on a regular basis.
- ☒ Develop a written monitoring tool that lists items you will review during monitoring visits, and provides this tool to sub-recipients and local project operators.
- ☒ Develop an annual monitoring schedule, unless the FPO approves a different standard; notify sub-recipients and local project operators of monitoring plans; and monitor sub-recipients and local project operators on a regular basis.
- ☒ Develop and provide training to increase sub-recipients' and local project operators' skills, knowledge, and abilities.

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- ☒ When appropriate, prescribe corrective action and follow-up procedures for sub-recipients and local project operators to ensure that identified problems are remedied.
- ☒ Monitor the financial systems and expenditures, including sub-recipients and local project operators on a regular basis to ensure compliance with cost allocations as specified in the regulations.
- ☒ Ensure that sub-recipients and local project operators receive adequate resources to effectively operate local projects.
- ☒ Train sub-recipients and local project operators on SCSEP financial requirements to help them effectively manage their own expenditures, and provide general financial training as needed.
- ☒ Ensure that all financial reports are accurate and submit them in a timely manner, as required.
- ☒ Ensure full implementation and monitoring of requirements for customer satisfaction surveys, including participant, host agency and employer surveys.
- ☒ Develop a written plan for both disaster response and recovery so that SCSEP may continue to operate and provide services under emergency circumstances.

Collaboration and Leveraged Resources

- ☒ Collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to: workforce investment boards, American Job Centers (One-Stop Centers), vocational rehabilitation providers, disability networks, basic education and literacy providers, and community colleges.

Supportive Services

- ☒ Provide supportive services, as needed, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment.
- ☒ Establish criteria to assess the need for supportive services and to determine when participants will receive supportive services, including after obtaining unsubsidized employment.

Sub-Recipient Selection (If Applicable)

- ☒ In selecting sub-recipients in areas with a substantial population of individuals with barriers to employment, national grantees should give special consideration to organizations with demonstrated expertise in serving individuals with barriers to employment (including former recipients of national grants), as defined in the statute.

Complaint Resolution

- ☒ Establish and use written grievance procedures for complaint resolution for applicants, employees, sub-recipients, and participants.
- ☒ Provide applicants, employees, sub-recipients, and participants with a copy of the grievance policy and procedures.

Maintenance of Files and Privacy Information

- ☒ Maintain participant files for three program years after the program year in which the participant received his/her final follow-up activity.
- ☒ Ensure that all participant records are securely stored by grantee or sub-recipient and access is limited to appropriate staff in order to safeguard personal identifying information.
- ☒ Ensure that all participant medical records are securely stored separately by grantee or sub-recipient from all other participant records and access is limited to authorized staff for authorized purposes.
- ☒ Establish safeguards to preclude tampering with electronic media, e.g., personal identification numbers (PINs) and SPARQ logins.
- ☒ Ensure that the ETA/SCSEP national office is immediately notified by grantee in the event of any potential security breach of personal identifying information, whether electronic files, paper files, or equipment are involved.
- ☒ Comply with and ensure that authorized users under its grant comply with all SPARQ access and security rules.

Documentation

- ☒ Maintain documentation of waivers of physical examinations by participant.
- ☒ Maintain documentation of the provision of complaint procedures to participants.
- ☒ Maintain documentation of eligibility determinations and recertifications.
- ☒ Maintain documentations of terminations and reasons for termination.
- ☒ Maintain records of grievances and outcomes.
- ☒ Maintain records required for data validation.
- ☒ Maintain documentation of monitoring reports for sub-recipients and host agencies.

Data Collection and Reporting

- ☒ Ensure the collection and reporting of all SCSEP required data according to specified time schedules.
- ☒ Ensure the use of the OMB-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ.
- ☒ Ensure at the grantee or sub-recipient level that those capturing and recording data are familiar with the latest instructions for data collection, including ETA administrative issuances, e.g., TEGLs, Data Collection and Data Validation Handbooks, and the Older Worker Community of Practice.
- ☒ Ensure data are entered directly into the WDACS/SPARQ.
- ☒ Legally obligate sub-recipients to turn over complete data files in the specified electronic format, as well as hard copy case files, to the grantee when sub-recipients cease to administer SCSEP.
- ☒ Legally obligate new sub-recipients to enter complete data related to any participants whom they acquire upon becoming sub-recipients, including any participants who are still in the follow-up period.

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If any box is not checked, the grantee must provide information on a separate attachment indicating what specific steps the grantee is taking to conform to those standard grant requirement(s).

By checking the boxes above, I certify that my organization will comply with each of the listed requirements and will remain in compliance for the program year for which we are submitting this application.

Original On File

Signature of Authorized Representative

Date 4/22/14


APPENDIX D: *On Job Experience (OJE) Policy*

**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and Adults with Physical Disabilities

Senior Community Service Employment Program On-Job- Experience (OJE) Policy

[illegible]

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Senior Community Service Employment Program On-Job- Experience (OJE) Policy</p>
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Introduction

As stated in Older Worker Bulletin No. 04-04, quality training must have a foundation of a good assessment followed by the development of a service strategy which is documented on the Individual Employment Plan (IEP). A good assessment is an ongoing process that lasts throughout a participant's enrollment in SCSEP. The IEP is a decision-making process that utilizes information collected during assessment, including skills, interests, hobbies, barriers, aptitudes, personal preferences, service needs, work history, etc. to function as a roadmap that clarifies the participant's goals, supportive service needs, and the training required to accomplish the training consistent with their IEP.

While community service assignments offer the participant an opportunity to learn needed skills with a realistic timeline, this type of workplace training is often more practical than classroom training. However, in some instances a participant's unsubsidized employment goal may require specific skills that are not attainable through the regular community service assignment. This policy seeks to provide focus for "on-the-job experience" (OJE), which can provide more specific skills than those learned through community service assignments.

Note: This policy contains the following sub-attachments:

- ☐ Sub-Attachment 1 – On-the-Job Experience Pre-Award Review
- ☐ Sub-Attachment 2 – On-the-Job Experience Training Plan
- ☐ Sub-Attachment 3 – On-the-Job Experience Training Reimbursement Contract

Once a participant has completed **two weeks** at a community service assignment, the sub-grantee may elect to provide the participant with OJE training. The SCSEP Sub-grantee must maintain documentation to support the need for the participant's training and the length of training to be provided. Such documentation must include a review of the participant's past work and training history in determining an appropriate length of training. Where a person has related training or experience, more attention must be given to necessity and rationale for the training provided. The Sub-grantee's policy will describe the methods to be used for such documentation

1.0 Negotiating a Contract

- 1.1 The sub-grantee must first negotiate a contract specifying the skills to be learned, timelines and benchmarks to be achieved in order for the participant to be hired permanently by a public or private employer.
- 1.2 The Sub-grantee may choose to offer any of the three OJE placement options under section 2.0 (Reimbursement)
 - 1) Employer may be reimbursed for up to 100% of paid wages if training will last no more than 4 weeks
 - 2) If OJE more than 4 weeks, employer may be reimbursed for up to 50% of paid wages for the cost of providing training,
 - (3) sub-grantee may pay wages of participant directly during OJE at a prevailing wage up to 40 hours a week for up to 12 weeks.



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Senior Community Service
Employment Program On-Job-
Experience (OJE) Policy**

- 1.3 The contract must stipulate that at the end of the training period, if the participant's OJE has been satisfactory, the participant will be placed or remain on the potential employer's payroll.
- 1.4 Each sub-grantee may exercise the OJE training option with the same employer, but no more than five times per year for the same job category.
- 1.5 Participants will have one (1) OJE per 12 month period
- 1.6 No active Host Agency can be used as OJE

Training Plan

A training plan will be incorporated into each contract with an employer. The training plan will outline the skills to be developed and the methods of developing those skills. Training plans will be individualized based on the participant's needs as reflected in the Individual Employability Plan. The specific content will be tailored to individual participant needs and employer expectations. The training plan will be kept relatively simple but will provide sufficient detail to ensure skill attainment is tracked

2.0 Reimbursement


- 2.1 Employer may be reimbursed for up to 100% of paid wages if training will last no more than 4 weeks.
- 2.2 If OJE more than 4 weeks, employer may be reimbursed for up to 50% of paid wages for the cost of providing training (12 weeks maximum)
- 2.3 Sub-Grantee may pay wages of participant directly during OJE

3.0 Regular Contact

- 3.1 During the OJE training, regular contact must be maintained in order to address any issues, safety concerns, or problems with the employer or the participant. The contact may take place in person, by telephone or e-mail and noted in the participant's case notes. The SCSEP Sub-grantee will describe in their policy the procedures to be followed.

4.0 After Placement Follow-Up


Successful projects tend to place more emphasis on after placement activities than do less successful projects. Many successful projects systematically interview both the (former) enrollee as well as the employer to determine how the placement is working out. Any deficiencies or problems are identified and a plan to remedy the problem(s) is developed and implemented. A critical component of the follow-up is increasing rapport and confidence between the SCSEP project and the employer. Successful projects help the employer understand that the project is invested in *successful* placements – placements where both the employer and enrollee are satisfied. If

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Senior Community Service Employment Program On-Job- Experience (OJE) Policy</p>
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the employer is dissatisfied with the employee's performance, the problem is either resolved to the mutual satisfaction of the employer and the enrollee, or a new placement is arranged. Consequently, the employer is disposed to accept more SCSEP placements in the future – "success breeds success." The SCSEP Sub-grantee will describe in their policy the procedures to be followed.

5.0 **Pre- Award Review**

- 5.1 The OJE employer must be reviewed on-site prior to the execution of the first training agreement of each year. Understanding that the Sub-grantee can add to their Pre-Award Review, at a minimum, the State requires the review.
- 5.2 To ensure that SCSEP funds are not used or proposed to be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States if the relocation results in any employee losing his or her job at the original location.
- 5.3 To ensure that SCSEP funds are not used or proposed to be used for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
- 5.4 To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area.
- 5.5 To include names under which the establishment does business, including predecessors and successors in interest, and contain the name, title, and address of the company official certifying the information.
- 5.6 To include whether assistance is sought in connection with past or impending job losses at other facilities, including a review of whether WARN notices relating to the employer have been filed.
- 5.7 To ensure this request for training is for a high growth, high demand occupation in the local area targeted industry cluster(s), when possible.
- 5.8 To ensure that Worker's Compensation coverage is provided to employees.
- 5.9 To ensure that the employer has not had any wage and hour or child labor violations during the past 12 months.
- 5.10 To ensure that the training will be conducted with a commitment by the employer to employ an individual on successful completion of the training.
- 5.11 To ensure that the training activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- 5.12 To ensure training is not available in the absence of SCSEP funds.
- 5.13 To ensure the employer has not exhibited a pattern of failing to provide SCSEP enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Senior Community Service Employment Program On-Job- Experience (OJE) Policy</p>
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6.0 Contract Requirements


- 6.1 The contract for the on-the-job experience may be with a public or private employer that is **not** also an active host agency. An active host agency is an organization that currently provides community service work-training assignments to any SCSEP participant
- 6.2 The contract must detail the specific skills to be learned; the training timelines and benchmarks to be achieved; the hours the participant will work each week; and the number of weeks the participant will work for this employer.
- 6.3 The contract must stipulate that the employer will hire or retain the participant in a permanent part-time or full-time position at the end of the training period if the participant has performed satisfactorily.
- 6.4 The contract must stipulate that there will be significant follow-up to resolve unsafe conditions or issues that arise with the employer or the participant.
- 6.5 The contract must stipulate the amount the employer will be reimbursed or the amount the participant will be paid in the OJE training. NOTE: Participants may be paid the prevailing wage while in an OJE training assignment.
- 6.6 The contract must state if the employer or the Sub-grantee will be responsible for workers compensation claims that derive from the participant's participation in the OJE training.
- 6.7 No participant may work for more than 40 hours per week, which includes time spent in a community service assignment if the participant is participating in OJE and community service
- 6.8 OJE training may not exceed 12 weeks in duration per participant
- 6.9 Sub-grantees must retain copies of all OJE contracts in the participant's file and agree to supply such information to DOL or Delaware Division of Services for Aging and Adults with Physical Disabilities upon request.

7.0 Monitoring and Oversight

- 7.1 The sub-grantee must monitor each OJE site at least monthly.
- 7.2 To verify that the participant is receiving the training contracted for at the wages in the agreement, and that the participant is not required to engage in activities prohibited by SCSEP
- 7.3 To review employer records to ensure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation (or the equivalent) insurance.
- 7.4 To evaluate the participant's progress, to document that the training is being provided as outlined in the contract, and for compliance with provisions of the contract. **Participant's progress must be documented in case notes.**
- 7.5 Methods of contact can include on-site visits, phone, or email and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJE contract. **Contact information will be documented in case notes.**

8.0 Occupations for Which OJE Contracts Should Not Be Written

- The following should be considered for OJE:
- 8.1 Where an employer would typically be able to train a new employee in the first few days or weeks on the job.
- 8.2 Jobs where the principal source of income is tips, commissions or piecework basis, jobs for commission salespersons, casino or other gambling establishment, aquarium, zoo, golf course,

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Senior Community Service Employment Program On-Job- Experience (OJE) Policy</p>
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swimming pool, seasonal workers, or occupations requiring licensing as a prerequisite for hiring with ARRA/SCSEP formula funds.

- 8.3 Those jobs that are intermittent or seasonal in natures and jobs used to assist, promote, or deter union organization.

9.0 Payments

- 9.1 The employer shall be paid upon the submission of properly prepared invoices submitted at a time specified by the Sub-grantee and for training performed in accordance with the terms and general provisions of the contract. The employer shall be paid an hourly fixed cost as specified in the contract, up to the maximum training hours allowed in the agreement. Reimbursement shall not be claimed for time in which the participant is absent from training. **This includes authorized paid absences such as holidays, sick days or vacation days.** In no event, shall payment exceed the contract amount.

10.0 Documentation

The documentation listed below must be maintained in the Contract file:

- Pre-Award Checklists
- OJE Payment Invoices
- OJE Agreement (Original)
- Monitoring reports including problems, corrective action, and follow-up (if necessary)
- Any modifications to the OJE Agreement
- Participant performance evaluation
- Training Time Documentation
- Justification for failure (if necessary)

Other Specifications – OJE training may be combined with other training activities, such as community service, classroom training, lectures, seminars, individual instruction, or specialized training. Sub-grantees should consult the SCSEP Data Collection Handbook for further information (i.e when to exit participants, placements, right of return etc)

APPENDIX E: *Contract Budget*

Budget Summary Sheet
Modern Maturity Center

Contract Value: \$355,022

<u>Line Item Totals:</u>		<u>Category Subtotals</u>	<u>Percent of Contract Value</u>
Admin Personnel	18,016		
Admin Fringe	5,001		
Admin Travel/Trng	650		
Admin Supplies	1,200		
Admin Contractual	1,100	25,967	7.31%
Enrollee Wages	255,906		
Enrollee Fringe	29,385	285,291	80.36%
OEC Personnel	35,193		
OEC Fringe	6,101		
OEC Travel/Trng	350		
OEC Supplies	350		
OEC Contractual	1,770	43,764	12.33%
Total Line Items	355,022	355,022	100.00%
Grant Match Required	205,124		
Equitable Rate	0.2		
Match	41,025		

Name of Grantee Organization
DE Health and Social Services
Amount Awarded
\$ 355,022

Funding Period
7/1/2016 to 6/30/2017
of Months: 12

Object Class Category (a.): PERSONNEL

A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Program Director at 40 hours per week	40.00%	2,947.00	12.00	\$ 14,145.60
2. Accounting Director	4.85%	4,583.00	12.00	2,667.31
3. Payroll	3.75%	\$2,673.00	12.00	1,202.85
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20.				
TOTAL PERSONNEL				\$ 18,015.76

Budget Narrative - PERSONNEL

Director paid at 40 hours per week. Director councils participants, meets with host sites, directs Older Worker Celebration, orders supplies, manages budget. Accounting Director's cost is based on time spent in use of accounting services for the SCSEP program. Payroll percent is based on input of hours to computer based on payroll system to process timesheets.

Object Class Category (b.): FRINGE BENEFITS

A	B	C	D	E
Position/s	Benefit/s	Rate	Base Amount	Cost
1 Program Director at 40 hours per week	Full Package	27.76%	14,146.00	\$ 3,926.93
2 Accounting Director	Full Package	27.76%	2,667.50	740.50
3 Payroll Clerk	Full Package	27.76%	1,202.98	333.95
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TOTAL FRINGE BENEFITS				\$ 5,001.37

Budget Narrative - FRINGE BENEFITS

Fringe benefits costs include FICA, Workers Compensation, Health and Life insurance and unemployment compensation.

Object Class Category (c.): TRAVEL

A Item	B # of Staff	C # of Units	D Unit Type	E Cost per Unit	F Cost
1. Travel Expense	2.00			100.00	200.00
2. Milage	1.00			100.00	100.00
3. 250 miles at .40cents per mile					
4. Meals	2.00			100.00	200.00
5. Regristration	2.00			75.00	150.00
6.					
7.					
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9.					
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20.					
TOTAL TRAVEL					\$ 650.00

Budget Narrative: TRAVEL

This cost consists of training, travel expenses and mileage reimbursement for annual training in Harrisburg, PA.

Object Class Category (e.): SUPPLIES

(Includes equipment costing less than \$5,000)

A Item	B # of Units	C Unit Type	D Cost per Unit	E Cost
1. Office Supplies to operate the SCSEP	1		\$1,200.00	\$1,200.00
2. program.				
3.				
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TOTAL SUPPLIES				\$ 1,200.00

Budget Narrative: SUPPLIES

Description of Expenses and explanation of changes: Operating office supplies for the year including printing of brochures to drop at Host sites and key services that help Adults 55+ with disabilities and veteran services.

Object Class Category (f.): CONTRACTUAL

A		B	
Brief Description		Cost	
1.	Admin Contractual		
2.	Telephone		
3.	Utilities		
4.	TOTAL CONTRACTUAL		1,100.00
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TOTAL CONTRACTUAL		\$	1,100.00

Budget Narrative: CONTRACTUAL

The cost consist of postage, utilities and telephone usage in support of administrative activities.

Name of Grantee Organization
DE Health and Social Services
Amount Awarded
\$ 355,022

Funding Period
7/1/2016 to 6/30/2017
of Months: 12

Object Class Category (a.): PERSONNEL				
A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Enrollee Wages: 38 authorizations:				255,906.00
2.				
3. Less modification based on current state				
4. minimum wage increase last year.				
5. \$8.25 per hour.				
6.				
7.				
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TOTAL PERSONNEL				\$ 255,906.00

Budget Narrative - PERSONNEL
Service authorizations exceeding the minimum 75% for participant wages (276,917) to Wages + fringe benefits to total 285,291 offering up to 20 hours per week based on the modified allocated slots.

a. Enrollee Wages

Object Class Category (b.): FRINGE BENEFITS

A Position/s	B Benefit/s	C Rate	D Base Amount	E Cost
1. Enrolle Fringe Benefits			\$	\$ 29,385.00
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TOTAL FRINGE BENEFITS				\$ 29,385.00

Budget Narrative - FRINGE BENEFITS

Enrollee Fringe Benefits: Include offering of an orientation and annual physical, and matches the participants Federal Social Security deductions (e.g. FICA)

b. Enrollee Fringe Benefits

Name of Grantee Organization
DE Health and Social Services
Amount Awarded
\$ 355,022

Funding Period
7/1/2016 to 6/30/2017
of Months:
12

Object Class Category (a.): PERSONNEL

A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Program Director, Full-time	60.00%	\$ 2,947.00	12.00	21,218.40
2. Job Development Specialist	99.99%	1,165.00	12.00	13,975.00
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TOTAL PERSONNEL				\$ 35,193.40

Budget Narrative - PERSONNEL

Thee cost of the Director of the program OEC empense for 40 hours per week at 60% of time and the Job Development Specialist at 25 hours per week for 100% of the time. Job Development Specialist reflects an increase of .25 per hour.

Object Class Category (b.): FRINGE BENEFITS

A	B	C	D	E
Position/s	Benefit/s	Rate	Base Amount	Cost
1 Program Director at 40 hours per week	Full Package	21.51%	\$ 21,218.00	\$ 4,563.99
2				
3 Job Development Specialist	Other	11.00%	13,975.00	1,537.25
4				
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6				
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20				
TOTAL FRINGE BENEFITS				\$ 6,101.24

Budget Narrative - FRINGE BENEFITS

The cost consists of fringe benefits such as worker's compensation, FICA, vacation and sick leave (like and health insurance offered at 30 hours or more).

Object Class Category (c.): TRAVEL

A	B	C	D	E	F
Item	# of Staff	# of Units	Unit Type	Cost per Unit	Cost
1. Travel and Training Budget					\$ 50.00
2. Background Check Expense					300.00
3.					
4.					
5.					
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20.					
TOTAL TRAVEL					\$ 350.00

Budget Narrative: TRAVEL

OEC travel and added background checks required by new host sites through the Kent County School District which they do not provide.

(Includes equipment costing less than \$5,000)

TOTAL SUPPLIES	\$	\$350.00
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Older Worker Celebration: Includes food, certificates, awards for Host site of the year and former participant who is still employed.

Older Worker Celebration: Includes food, certificates, awards for Host site of the year and former participant who is still employed.

Object Class Category (f.): CONTRACTUAL

A		B	
Brief Description		Cost	
1.	Stamps	\$	200.00
2.	MMC Copier		50.00
3.	ADP operating expense		1,320.00
4.	Mics. Expense		200.00
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TOTAL CONTRACTUAL		\$	1,770.00

Budget Narrative: CONTRACTUAL

Expense includes stamps, mmc copier usage, ADP system to pay enrollees, and any misc. expense.

Subgrantee Agency:	Modern Maturity Center				
Program Year:	PY16				
Contract Number:					
MATCHING FUNDS/IN-KIND REQUIRED CONTRIBUTIONS					
				PY 2016	
Other Enrollee Costs					
Host Training Site Supervisor Salaries:				\$49,763.00	
Host Training Site Supervisor Fringe Benefits:					
Total Matching Funds:				\$49,763.00	

APPENDIX F: *DSAAPD Policy Manual for Contracts*

Included by Reference

http://www.dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf

APPENDIX G: *The Request for Proposal*

Included by Reference

PSCO (RFP) #13-053

APPENDIX H: *Work Plan*

SCSEP, Modern Maturity Center, Summary of Work Plan 2016
(below additions/changes)

Pg. 64 Update: OJE is effective for the 2016-2017 contract.

Pg. 74. Update: Participants will follow the host agency holiday policy and a copy of each Host Agency Holiday observances in the host agency files.

Pg. 82-83. Update: Approved Break in participation policy change effective 4/1/2016.

G. Kent County's Methodology and Work Plan

SCOPE OF SERVICES:

Enrollment in the Title V, Senior Community Service Employment Program will be open to all economically disadvantaged job seekers in Kent County, Delaware who are 55 or older, and who meet the economic eligibility criteria (no more than 125% of Poverty Level), without regard to race, religion, sex or national origin. We understand Department of Health and Social Services (DHSS) Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) is the unit authorized to administer funds and planning and coordinating programs under the Older Americans Act.

Our contact at DHSS will be the Management Analyst. We will provide any requested information, statistics and reports, and other assistance as requested to help make the SCSEP Program responsive to the needs of seniors in Kent County, Delaware.

(A) Recruitment and Selection of Participants

(1) 20 CFR 641.500, 641.510, 641.515 and 641.520, Recruitment and Selection of Participants.

Recruitment efforts are determined by funding and available training slots. A documented waiting list will be maintained and efforts made to comply with all guidelines in deciding which participant to place. A file will be maintained for each person on the waiting list, including all forms and eligibility documentation, information about host interviews, refusals of host sites because of functional, family obligation, or health issues; and documentation of continuing

availability and/or interest. The Modern Maturity Center, Inc. (MMC hereafter) will work very closely with the Kent County Department of Labor/One-Stop Career Center by:

1. Visiting on site and networking with Employment & Training, Veteran, Vocational Rehabilitation and Navigator staff.
2. Placing SCSEP literature at the One-Stop in English and Spanish.
3. Communicating any open training slots electronically to the Manager.
4. Maintaining Older Worker Specialists on site and working through them to refer clients back and forth.

Additional recruitment efforts include:

1. Writing articles for the monthly Modern Maturity Center Bulletin, the Post, the Chamber Connection, and other publications as the opportunity arises.
2. Advertising in the Delaware State News and or The Post when training slots are available.
3. Attending the monthly Newcomers Breakfast at MMC, and other groups. Close contact is maintained with local churches, shelters, and low income housing groups.
4. Placing SCSEP brochures at the Chamber of Commerce, Veterans Administration, Social Security Administration, Foster Grandparents, all senior centers, Nemours, William State Service Center, Smyrna State Service Center, Kent County Public Library, Delaware Housing offices, homeless shelters, Goodwill Job Resource Center, Food Pantries and local businesses.
5. Attending activities such as Local Job Fairs and the annual 55+ Expo at Dover Downs and the Veterans Stand Down.
6. Asking participants to recommend eligible family/friends.
7. Attending local Health Fairs and displaying brochures and posters to attract applicants.

Selecting Participants:

The activities of the Work Plan to this point will be shared by the Director and Job Development Specialist.

Because of the importance of this area, applicant selection will be determined by the Director based on Program guidelines of 55 and over, county of residence, and income requirements as codified in TEGL No. 11-13, Poverty Guidelines (current guidelines of 2/5/2014 will be followed). Priority is given to: (1) Veterans and qualified spouses, (2) 65+, (3) Homeless or at risk of homelessness, (4) Limited English proficiency, (5) Low Literacy, (6) rural, (7) Disability, (8) Failed to find employment after using WIA services and (9) Low employment prospects. The Director will recruit applicants to assure that the maximum number of eligible individuals have an opportunity to participate in the program. The Director will seek to enroll minority and Indian eligible individuals as well as those with the greatest economic need. The Director ensures that applicants are interested in unsubsidized employment. Next, the Director determines that participants are in need of additional training to be job ready and not burdened with so many barriers (including challenges to employment not included in the official statutory barriers) that they need to address their other pre-employment needs before being able to participant in the SCSEP program activities. (Mathematica report, Evaluation of Senior Community Service Employment Program, Process and Outcome Study Final Report, 9/24/12)

(2) CFR 641.507 and 641.510, Income Computation and Inclusion/Exclusion:

Determining and documenting participant eligibility is a vital component to a senior entering the SCSEP program. We utilize the most recent Federal Poverty Guideline standard. The guideline provides the basis for determining the income eligibility of SCSEP applicants and enrollees (after being multiplied by 125%). We document the income using State Grantee approved Forms and abide by the standards using the Data Collection & Data Validation Handbook (Participant Form Guide) such as; SCSEP Income Chart (Statewide Policies and Procedure Manual, Form: #15) and Self Attestation Form Total Family includable income for 6 or 12 month annualized (Statewide Policy and Procedure Manual, Form #21). For all income inclusion and exclusion definitions for intake and annual recertification's, the Director and authorized staff utilize the United States Department of Labor, SCSEP Data Collection

Handbook through the Charter Oak Group, LLC, updating the handbook with each revision as implemented.

CFR 641.505, Continued Eligibility for Enrollment in the SCSEP.

All participants will be recertified by the Director once in every 12 month period at which time they provide updated information including proof of all income. Anyone found to be ineligible (primarily over income) is given 30 days written notice and terminated at the end of the 30 days. Placement assistance, referral to the One-Stop, and any other needed referrals are provided. All eligibility records and documentation are maintained in the participant file. The host will be advised of the action and asked if they wish to continue as a training slot.

(3) CFR 641.515 and 641.520, Services to Minorities:

We recognize the importance of servicing all of our citizens; currently 55% of our participants are non-white. Black/African Americans: Literature has been placed in several large multi-cultural and minority churches and ads are placed in the local POST and monthly articles soliciting participants/host/employers appear in the MMC Bulletin.

Hispanics: We solicit Hispanic participants by providing literature in Spanish at the One Stop with a large Hispanic population; our participant is bi-lingual and provides translation assistance. Our recruitment methods listed above will apply to all qualified prospects.

Because of the importance of this area, applicant eligibility will be determined by the Director based on Program guidelines of 55 and over, county of residence, and income requirements. Priority is given to those groups outlined in DHSS, Division of Services for aging and adults with physical Disabilities Participant Service Waiting Lists, revision date October 2007 Log: X-K and Training and Employment Guidance Letter No. 10-09 Implementing Priority of Service for Veterans and Eligible Spouses dated November 10, 2009. Documentation complies with the SCSEP Data Validation Source Documentation Requirements (as updated) and is filed in the participant's folder at the initial enrollment and at each recertification.

(4) 20 CFR 641.515 Strategy to recruitment applicants who have priority of service:

Follow the guidelines covered in the Older Americans Act Section 518 (b) (1)-(2) and the Programmatic Assurances, Attachment B of the standard grant requirements that U.S. DOL has determined:

1. Recruiting Veterans through ongoing contact through phone, e-mail and in person with the veteran's representatives at the Department of Labor.
2. Working with the Delaware Commission of Veterans Affairs to provide referrals of qualified Veterans.
3. Working with the Vocational Rehabilitation Specialists at the Department of Labor to bring in participants that have a disability.
4. Ongoing contact with Kent County Shelters to bring in applicants that are homeless.
5. Work with the Manager of the Department of Labor's Employment and Training division to attract applicants who are former or current participants of the WIA program.
6. Writing articles for the monthly Modern Maturity Center Bulletin, the POST, the Chamber Connection, and other publications as the opportunity arises.
7. Advertising in The Delaware State News when training slots are available.
8. Meeting with new senior members at ongoing Newcomers Breakfast at MMC, and other groups. Close contact is maintained with local churches, shelters, and low income housing groups.
9. Public service announcements on Clear Channel Radio (which currently includes 4 stations), Eagle 97.7, COMCAST TV, (including a spot on "Local Edition" as available).
10. Telephone listings including the yearly Directory of Dover Area Clubs and Organizations, and in the Directory of Human Services for Delaware as a subsection of Modern Maturity Center, and in the SHARE Directory.
6. Placing brochures and other SCSEP marketing materials made available through the U.S. Department of Labor at the One-Stop (including ones in Spanish), Chamber of Commerce,

Social Security Administration, Foster Grandparents, all senior centers, Nemours at Williams State Service Center, Kent County Public Library, Delaware Housing offices, Salvation Army, and local businesses and churches as permitted.

7. Attending activities such as Job Fairs and the 55+ Expo at Dover Downs where we share and help man a booth each year with MMC, which gives us an opportunity to display our literature and meet prospective participants, hosts, and employers.

(B) Assessment: 20 CFR 641.535(a)(2), (4)

- (1) The initial assessment of an applicant will be made by the Director after reviewing vital information received during the initial intake of an applicant to be placed on the waiting list. This will enable the Director to rank the priority of the applicant and determine the best suitable training available to the applicants needs. As the applicant is selected for community service training the Director is continually working to move the participant into unsubsidized employment where appropriate.
- (2) The Director will interview participants in the program at least twice a year to review home address and contact information, work history, skills and interests, talents, physical capabilities, aptitudes, needs for supportive services, occupational preferences, training needs, potential for performing community service assignments and potential for transition to unsubsidized employment. The Annual and Semi-Annual Assessment Checklist provided by the State Program Monitor is used to document the discussion.
- (3) Director reviews progress with participant in regard to community service assignment and engages in open ended questioning to help determine participant's progress and skills learned and potential readiness for a job or determine if additional training and skills are needed.

(C) Individual Employment Plan (IEP) (6) 20 CFR 641.535(a)(2) (3), 641.570(a)(2), 641.575

1. During the initial IEP with a participant, the specific goal with SCSEP is seeking unsubsidized employment to become self-sufficient and not in need of the program, subsequent IEP goals appropriate to increasing self-sufficiency. A copy of the IEP will be

provided to the Participant and they will be encouraged to use it as a reference. Feedback from the host supervisor will be crucial in determining progress and “buy-in” from the participant will be essential for success. The IEP will give another opportunity to stress the “training to work” aspect of SCSEP. This is documented on the SCSEP Individual Employment Plan’s specific action plan form provided by the DHSS SCSEP Grantee. This is outlined in the 20 CFR 641.535(a)(3) iii.

2. The IEP will be developed by the participant and the Director at least twice a year (or more often as needed) to define goals, job preferences, educational background and aptitudes, work history, training perception of participant’s job readiness and set a reasonable timeframe in which to complete the specific goals on the Specific Action Plan. The timeline to complete an IEP is reviewed through (SPARQ) SCSEP Performance and Results QPR system under Management Reports, Actions, Participant Actions, and IEP.
3. Director reviews and modifies the IEP employment goal with participant as needed to reflect any medical conditions or other factors that may impede the opportunity for employment.
4. Develops a budget with participant or refers them to Stand by Me Financial Advice, Refers to necessary support services and stipend/volunteer program and gains permission from participant and contact social support systems to ensure safety net throughout transition. Utilizes an IEP Checklist for 12 and 6 months prior to durational limit to document conversation provided by Workforce3One/SCSEP: The Final Countdown to the First Durational Limit Exits, 1/14/2011 (Handout) IEP Checklist.
5. Director follows the State Rotation Policy Established by the Grantee as written: The Grantee and its Sub-grantees will make individualized determinations that rotation is in the best interest of the participant; and, that the rotation will further the acquisition of skills listed in the participant’s Individual Employment Plan (IEP). When a participant is rotated, goals will be reviewed and modified as needed.

(D) 20 CFR 641.535(a)(4), Community Service Assignment (CSA).

- (1) The Director or Job Development Specialist will interview new applicants at Intake for waiting list, to determine job preferences, education and work history, and skills and aptitudes to help select a training site that will provide training in skills that can be learned and performed. Medical and transportation restrictions will also be considered (bus transportation in Kent is fair at best.) Efforts will be made by the Director and Job Development Specialist to recruit new training sites as needed to provide additional types of skills training. Qualified participants will be considered by the Director for training assignments involving the administration of the program. Participants will be allowed to work with initial interview/ job search activities and handle clerical duties in the SCSEP office, and to serve as Older Worker Specialists at the One-Stop where they can serve as a liaison with the SCSEP office.
- (2) Host sites will be government entities or 501c(3) organizations. Participants will be assigned to sites that service Delaware's elderly and economically disadvantaged population, such as State Service Centers, senior centers, government offices, child and adult care agencies, homeless shelters, the SCSEP program office, and the One-Stop Career Center.
- (3) Host sites (government entities or 501c (3)) will be selected by the Director based on their ability and willingness to: provide suitable training and work experience (with emphasis being placed on green skills), ensure proper health and safety standards, provide adequate supervision to assure the development of marketable skills and good work habits, and complete and submit all documents required by the SCSEP office in a timely manner. Agencies willing to hire participants will receive priority in the selection process. The Director and Job Development Specialist visit the host site annually to review the Grantee Approved Policy and Procedure Manual, answer any questions they may have, review progress of participant, and Sign the Matching Share Form and Letter of Agreement. We also review the Statewide SCSEP Policy on Supervisory In-Kind Contributions and Current policy on Durational Limit.

- (4) The Director and or Job Development Specialist conduct an Annual Safety Checklist provided by the State Grantee (Statewide Policy and Procedure Manual, Form #22) of the premises, viewing work area, necessary work equipment, office furniture, restroom, fire extinguishers and first aid kits, housekeeping to minimize fires, trips and falls, tripping hazards, exits and stairways, parking lots, walkways and entrance ways, stairways and meeting rooms. We also make sure that emergency phone numbers are readily visible in the work area. This form is filled out at the beginning of each contract year, signed by both evaluator and work area supervisor, dated and filed with annual contract agreements.

(E) Recertification of Participants: Programmatic Assurances determined by U.S. DOL ETA.

- (1) The Director follows the policy under the Programmatic Assurances determined by US DOL ETA which are standard grant requirements documenting the recertification of income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant. This information is captured on the SCSEP Participant Form OMB Approval Number: 1205-0040 on page 7 gathering number in family, total includable family income and certification from participant of income information.

(F) 20 CFR 641.565 (b)(ii)(A) and (B), Physical Examinations.

1. All participants will be offered an initial and annual free physical examination as a Fringe Benefit. Currently physicals will be done at the Lifespan Medical Services Walk-in located in the new medical building at MMC, which provides the advantages of a geriatric doctor and bus transportation to the center. Any participant who elects to visit their own private physician will be reimbursed no more than \$35.00.
2. A form is provided to be filled out by the doctor, returned to the SCSEP office, and filed in a Physical Folder if participant chooses to have a physical examination.

Any new or recertifying participant who refuses a physical is required to sign a Physical Waiver which is a part of the participant's file.

3. The Director follows the Programmatic Assurances determined by the US DOL ETA which is a standard grant requirement that states the program does not obtain a copy or use the results of the physical examination to establish eligibility for any other purpose.

(G) 20 CFR 641.140 Pg. 53814, Column 3, Host Agency and 641.855, Maintenance of Effort.

1. Director utilizes (Reference Avenues to Successfully Recruit Host Agencies, November 18, 2010 through Workforce3One) in developing methods to recruit host sites. Host Sites are assessed regularly and as needed to provide participants with a variety of skills and abilities to transition to unsubsidized employment. Host agencies are recruited to provide the ability to hire a participant, provide assistance with the job search process through their contacts with other agencies and local businesses and support an safe environment for participants with multiple and/or significant barriers. Recruitment is also made through Non-Profit and Government agencies by attending local job fairs and health expos.
2. The Statewide Letter of Agreement (Statewide Policy and Procedure Manual, Form #4) is reviewed and signed in person with each Host Agency Representative at the beginning of the each program year by the Director of SCSEP. This document includes compliance with the Maintenance of Effort rules set forth in the Older Americans Act and supporting regulations. This document states:
 - a. Participant can only be in addition to budgeted employment that would otherwise be funded by the grantee, sub-grantee and the host agencies without assistance under Title V.
 - b. Not impair existing contracts for service or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.
 - c. Not employ or continue to employ any participant to perform work that is the same or substantially the same as that performed by any other person who is on layoff.

Host Sites receive a copy of the Policies and Procedures Manual which further discusses the topic, and will be reminded in oral/workshop/other contacts that participants are “temporary”. If they cannot hire them; the participant will be rotated/placed into employment elsewhere. Written notice of such action will be given to the Participant and the host site by the Director.

(H) 20 CFR 641.535(a)(1), Orientation.

Program Overview:

(1) Project goals and objectives: As addressed in the Policy and Procedure Manual approved by the Grantee and placed in the Policy and Procedures Statewide Manual, form#10, the overall goals of this program are to help participants build skills that improve their ability to find employment and to support community service activities. The employment goal is achieved by providing a combination of useful part-time Work-training assignments and traditional training, while promoting transition to Unsubsidized Employment where appropriate. To these ends, the combined partner's goals are: To assist participants in developing marketable skills so they may secure unsubsidized employment in today's market and remain self-sufficient for a longer, more vital lifespan, and to assist the Host Training Agencies in providing needed community services. Participants will be further oriented during the IEP preparation and all host sites receive a copy of the “Letter of Agreement” on site at the beginning of each program year, sign it, and it is maintained in the SCSEP office. Supervisors of host agencies are visited at least once yearly to sign the agreement and review the Policy and Procedure Manual and address any questions or concerns they may have. In addition to responsibilities of the host, the agreement also covers areas such as host site safety and Maintenance of Effort. Hosts are requested to orient participants in their procedures and guidelines and provide a safe environment conducive to learning the required skills. The Director and Job Development Specialist will make host site visits to emphasize the “training to work” aspect of the program. The

participant will be asked to sign a "Terms of My Assignment" and other program documents stating that an orientation was received, and that the program requirements are understood. As part of the initial orientation and at least annually thereafter the participant and the host agency supervisor will be informed that SCSEP is "training to work" with a primary goal of finding unsubsidized employment. Participants will be expected to look for a job, which means attending workshops/seminars, going on job interviews, and attending job fairs and other employment related activities. Rotation will be discussed as a possibility if additional skills training is needed to make the participant marketable. The Director uses the Orientation Checklist provided through the Grantee in the Statewide Policy and Procedure Manual, form #28. This checklist provides documentation that the following topics are discussed at the initial orientation and annually with the host agency and participant: (1) Project, (2) Community service employment assignments, (3) Training opportunities, (4) Available supportive services, (5) The availability of a free physical examination, (6) Participant rights and responsibilities, (7) Host agencies, (8) Grantee and local project roles, policies, and procedures, (9) SCSEP goals and objectives, (10) Role of supervisors, (11) Evaluation of participant progress, (12) Provision of safe working environment, (13) Annual monitoring and safety assessment, (13) Annual monitoring and safety assessment, (14) Documentation requirements, (15) Termination policies, (16) Grievance procedures. A copy of this completed checklist is filed in each participant and host agency folder with signatures and completed date.

(2) 20 CFR 641.535 (a) (1,2)(4)Community service assignments.

The Director carefully assigns participants to diverse Host Sites that have demonstrated their commitment to training participants in skill sets needed to ultimately obtain unsubsidized employment. The participants are placed in appropriate community service assignments in Kent County. The Directors objective is to help participants obtain meaningful community service assignments, training, and ultimately employment. Through

each applicant's assessment at the initial intake, the Director identifies realistic career goals that match community service training to jobs available in the area. Host Sites are selected for their willingness to collaborate with the SCSEP staff when outside or additional training is warranted to enhance the participant's employability. New sites are recruited through community and professional contacts, job fairs, health fairs and Department of Labor meetings, when possible in order to provide different employment training opportunities for participants.

(3) 20 CFR 641.540 (a-h) Training opportunities.

To help participants achieve computer literacy and the ability to submit on-line applications, free computer training is provided at the host training sites, the Modern Maturity Center facility, and Dover/Harrington/Camden libraries and through the local Department of Labor. This training includes information on how to submit job applications online and research the job market. The local libraries and the Department of Labor and Goodwill also have a job resource center to provide help to our participants to apply for jobs. Occasionally, classes are funded by the program. A discussion regarding computer skills is conducted during the participant's intake and first assessment at orientation. If a participant is interested in obtaining computer skills – or in pursuing a career field that requires computer skills, plans are made and recorded in the Individual Employment Plan (IEP) to register the participant for attendance in basic computer training. Training is provided from the beginner to advanced level, including computer literacy; advanced computer education and on using the computer to job search, such as for preparing resumes, cover-letter, on-line searches and on-line applications. Participants also have the opportunity to train on computers through the local library in Basic and Advanced Word, Excel, PowerPoint, Publisher, Internet and e-mail. There is additional training offered through the local library on Interview Skills and Resume writing.

At least four paid workshops a year will be provided at MMC covering the broad topics of health/safety, consumer information, and all aspects of employment/job seeking including speakers from Department of Labor and the local business community. Suggestions from participants as to topics will be considered by the Director/Job Development Specialist when formalizing workshops.

The average training work week will be 20 hours, however, where mutually acceptable the hours may be less than 20 or more than 20 (when funding is available) No participant will be required to work more than 20 hours a week. Any changes to normal working hours will be advised through the Grantee and President/CEO of the Modern Maturity Center.

Participants who need additional help to transition to unsubsidized employment will be provided Information about the WIA program that is funded through the DOL. There are specific requirements for acceptance. Information Sessions are held at Delaware Technical Community College. Only applicants that are seeking full-time employment are eligible for this program.

On-the-Job Experience (OJE) will be available to qualified employers and host sites that are willing to hire to encourage them to hire job ready participants. A formal contract will be prepared following all OJE policies and procedures, and must be signed by the Director. OJE Supportive service will be provided during the 2016-2017 contract.

(4) 20 CFR 641.545(a) Available Supportive Services.

As written in the Statewide Policy and Procedure Manual under form #35. Supportive services will be provided by the local SCSEP office if possible. Referrals are made to local health care including Hope Clinic for the non-insured, Bayhealth Walk In, DE. Dynamic therapy services, Generators Home Care and Dental Services located in the new medical building at Modern Maturity Center (MMC) and to the on-site fitness center and Olympic size pool. Modern Maturity Center provides a wide range of services and on site assistance in areas such as free tax preparation, Medicare and drug prescription programs, personal

finances, wills, eye care, and caregiver, grief, and diabetes support groups to name a few. Information is also provided about housing, rental and fuel assistance offices, Legal Aid, and other social agencies. Over the years many local contacts have been developed and will continue to be used as participants need assistance. In February of 2006, MMC was designated as the lead agency for the Delaware Community Foundation's pilot program, directed by Delaware's Aging Network, and is overseen by a Care Manager to coordinate the needs of seniors with the agencies that can meet those needs. The Kent County Project Coordinator will be housed at MMC and available to us. A current "Guide to Services for Older Delawareans" will be maintained in the SCSEP office, and the Delaware Helpline toll free number will be made available which provides access to over 2000 government agencies, community organizations, and health and human service programs. The Director and SCSEP staff will work with participants to insure access to services as needed. Send cards to staff if we learn of an illness, retirement or job placement and at the holidays to enhance the personal relationship. In addition: Participants who are seeking a GED or High School Diploma are referred to the Poly-Tech Adult Education program. Pre testing and assessment is available through a special workshop through SCSEP.

Participants will be placed in training sites as close to their residences as possible. If feasible, new host sites will be developed to service these needs. There is DART and Paratransit (for the disabled) in Kent County which many participants use. MMC keeps current information and will help participants and other seniors find low cost rides as needed. Attempts will be made to obtain free tickets when any promotions are in effect. Some participants are currently ride sharing and that concept will continue. Participants, who need transportation, live on a regular MMC bus route, and who are willing to come and go when the bus does can apply for transportation on one of MMC's 7 busses. The Director and SCSEP staff will provide transportation to the One-Stop, to a job interview where bus transportation is not available and to job fairs or other activities.

The Director provides supportive services to host sites to discipline participants that are violating conditions in the termination "for cause" policy. The Director will also help the host site by providing additional computer training resources for the participant to update his/her skills and abilities to effectively train to work towards the goal of employment. Supportive services for the participant and host agency can be provided in the form of a rotation. The Director follows the policy and procedure guidelines provided in the Statewide Policy and Procedure Manual, form #37. Coordination with Stand By Me 50+ to provide Financial Coaching and other services for each participant to enhance the quality of life and provide the necessary tools to help them live on a budget. Additional Kent County Community Resource Directory list in the SCSEP office for help with various supportive services through organizations such as The Lions Club (vision screening and help with attaining glasses), and miscellaneous services including telephone numbers to assist with individual needs.

(5) 20 CFR 641.535 (a)(1), 641.565 (b) (ii, A, B, C) Availability of free physical examination.

Each participant is entitled to an initial physical (within 60 days of enrollment) and an annual physical as a fringe benefit. Participants may use their own physician or one who is recommended by the Program Director. The program will pay for the cost of the physical up to a reasonable amount. The examining physician must provide to the participant only, a written report of the results of the examination. Each participant will be offered a free physical exam annually during their recertification and the Director will provide the appropriate form. A physical will not be required if an individual signs a waiver stating that such an examination is declined. The signed waiver of refusal of an examination will then become a document kept in the participants file.

The director will review the availability of free physical examinations with each host site to assure that participants are able to get time off from training to make an appointment if he/she elects to utilize this benefit at each yearly recertification.

(6) Participant rights and responsibilities.

Each participant reviews a "Terms of Assignment" located in the Statewide Policy and Procedure Manual, form #3, at Orientation and then at each recertification reviewing their rights and responsibilities according to statewide policy and procedure template: Participant Acknowledgement of the Terms of My Assignment This is to acknowledge that the terms of my assignment with the Modern Maturity Center, Senior Community Service Employment Program have been explained to me and I understand the terms to be as follows: Modern Maturity Center, SCSEP program is not permanent employment but rather a work experience and training program. I understand that I am prohibited by law from performing any volunteer work at my assigned Host Agency. I agree to accept work experience assignments and any other relevant training and assistance sponsored by SCSEP; and, will be proactive in seeking permanent unsubsidized employment in accordance with my Individual Employment Plan. I understand that I am required to seek assistance from the Department of Labor. I also understand that I am not eligible to collect Unemployment Benefits upon my termination/resignation. I understand that my assignment is available provided that: Continuous funds are available. I have not been terminated for cause; or, suitable unsubsidized employment has not been obtained during the period. Note: participation in SCSEP has an expected average duration of 27 months (e.g. the average duration of all enrollees combined); and, the maximum enrollment time per individual is 48 months. I understand that if – for any reason – my work assignment should end, I am expected to report immediately to the MMC/SCSEP to help decide on future actions. I agree to report my enrollment in SCSEP to the Social Security Administration if I am receiving Social Security, SSI or SSDI; to the Division of Social Services if I am receiving any form of Public Assistance; or, to the Department of Labor if I am receiving unemployment benefits. I have received a copy of the SCSEP Handbook and understand the personnel policies of the Senior Community Service Employment Program. Each participant is also provided a copy of the Grievance procedures for complaint resolution,

Involuntary Termination Policy approved by the U.S. Department of Labor and Individual SCSEP Durational Limit and Privacy Act Statement.

Each host site is informed of participants' rights and responsibilities at the annual review of the "Letter of Agreement" signing at the host agency.

(7) **20 CFR 641.140 (iii) Host Agencies.** The following information is taken from the Statewide Policy and Procedure Manual (#10 SCSEP Handbook/Manual) and given to Host Agencies and Participants during orientation to the program and annually at recertification. Any host agency desiring personnel through the Senior Community Service Employment Program must provide a suitable work experience for program participants. In addition to a safe working environment, participants may not be asked to climb ladders; lift, carry, or move items of 20 pounds or more; run outside errands, or substitute for Meals on Wheels volunteers. All participants must also receive:

Adequate orientation and instruction from the Host Agency supervisor regarding job responsibilities, job duties, and job safety. Sufficient job supervision for productive work in a job which contributes to the general welfare of the community. A limited or part-time job description, wherein the trainee will not be expected or required to perform all the duties of a regular, full-time employee.

Host agencies are encouraged and expected to make in-house training opportunities available to participants in order to prepare them for permanent, unsubsidized employment with the host site or another organization. It is requested that the host agency permanently employ the participant when vacancies occur for which he/she is qualified.

Host agency supervisors are asked to complete a job performance evaluation at required intervals. These evaluations must be signed by the evaluator and the participant; and, each shall receive a copy. The SCSEP Program Director will also receive a copy of the completed evaluation.

These provisions – and others – are outlined in a “Letter of Agreement” (Statewide policy located in the Policy & Procedure Manual number 4) which host agencies are required to sign yearly. The host agency must:

1. Annually re-certify its tax-free status (e.g. government office or 501c(3) status).
2. Provide adequate participant supervision.
3. Provide orientation, training, work schedule and duties in a safe, non-hazardous environment.
4. Comply with Civil Rights and Equal Opportunity Laws.
5. Agree to maintain effective utilization of the SCSEP participant.
6. Agree to abide by all SCSEP “maintenance of effort” guidelines.

One other form which host agencies are expected to sign is the “Match Funds” form, which is issued yearly. This ensures that the percentage designated yearly as an “In Kind” contribution to the program is met. Failure of the host agency to comply with completion of these documents will result in the removal of the participant.

Requesting SCSEP Participants: Agencies interested in participating in the Senior Community Service Employment Program as a Host Training Site can send a letter to the SCSEP Program Office, along with a limited work description:

The Modern Maturity Center, Inc.
1121 Forrest Avenue, Dover, DE 19904
Fax: 302-734-3953

The Program Director will contact the interested agency to explain the program and worksite responsibilities before participant placement. Any documents which must be signed by the host agency will be provided by the SCSEP Director.

Placement of Participants with Non-Profit Agencies: Eligible candidates are placed in Federal, state, or local government offices or non-profit community service agencies, such as, day care centers, schools, hospitals, senior centers, nutrition sites, housing offices, and SCSEP Program Offices. Participants may train approximately twenty (20) hours per week under the supervision of a manager of the participating host agency.

The host agency must ensure that safe training conditions exist for SCSEP participants at the training side. No individual will be permitted to train in buildings or surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety.

Participants may not drive vehicles (unless training as a driver), carry heavy packages, climb ladders, or engage in other unsafe activities. During inclement weather, participant cannot be asked to run outside errands for the host agency.

Participants cannot be employed in projects involving the construction, operation, or maintenance of any facility used as a place for sectarian religious instruction or worship.

The host agency training site is selected as one that can provide a suitable training experience for SCSEP participants. Assignment to the training site is on a temporary basis in order to prepare the participant for unsubsidized employment. Upon notification by the SCSEP staff, the participant will attend meetings and workshops sponsored by the SCSEP Program Office to help the participant find employment. The SCSEP Participant and his/her supervisor are responsible for making certain that weekly hours trained do not exceed the number of hours allowed.

(8) 20 CFR 641.535 (a) (1-7) SCSEP Goals and Objectives.

The goal and objective of the SCSEP program is to help participants obtain meaningful community service assignments and training to ultimately achieve unsubsidized employment. The Director strives to help each participant set realistic career goals that will help them become employed. Within the first 6 months of training, the Director utilizes the IEP to identify necessary computer training and available workshops through the Dover Public Library and other services to provide the participant with necessary skills and abilities to apply for jobs on line. The Director matches the computer class with the applicant/participants skill level. The Director asks open ended questions with the applicant/participant to understand how to incorporate specialized training opportunities with various supportive services throughout the time assigned with the host agency. Upon assignment to a host agency, the participant will receive a complete orientation. The

SCSEP Program Office will explain the requirements of the program and the training worksite. The participant will be asked to sign a "Terms of My Assignment" and other program documents stating that an orientation was received, and that the program requirements are understood. The participant can also expect to receive an orientation from the host agency supervisor regarding job duties, work supervision, and performance evaluations. This will help the participant perform more effectively in the work assignment. Any questions regarding training schedule hours and/or days, job duties, or job performance should be discussed with the host agency supervisor. The Program Director is consulted if questions cannot be resolved satisfactorily. Participants and host agencies receive a copy of our Policies and Procedures Manual, which covers participant and host responsibilities, training, hours of work, wages, time sheets, pay periods, fringe benefits, supportive services, agency evaluation, termination, grievance procedures, durational limit, transfers/rotations, employment, and political activities. Goals and objectives are reviewed with participants twice yearly during their IEP. Goals and objectives are reviewed with applicants upon receiving an application package that reviews all necessary documentation and requirements needed prior to completing an intake to be placed on our waiting list.

(9) 20 CFR 641.520 (a-c), 641.535(a) Grantee and local project roles, policies and procedures.

In selecting eligible individuals for participation in the SCSEP, priority must be given to individuals who have one or more of the following characteristics: Veterans and qualified spouses, 65+, homeless or at risk of homelessness, have a disability, have limited English proficiency or low literacy skills, reside in a rural area, have low employment prospects and have failed to find employment after using services provided through the One-Stop delivery system (WIA). The Grantee and sub-recipients apply the follow the priority in the following order: (1) Persons who qualify as a veteran or qualified spouse under the Jobs for Veterans Act and who possess at least one of the other priority characteristics (2) Persons who qualify as a veteran or qualified spouse under the Jobs for Veterans Act, and do not possess any

other of the priority characteristics (3) Persons who do not qualify as a veteran or qualified spouse under the Jobs for Veterans Act and who possess at least one of the other priority characteristics. When individuals are selected for participation in the SCSEP, the Director is responsible for (1) providing orientation the SCSEP. (2) Assessing participants work history, skills and interests, talents, physical capabilities, aptitudes, needs for supportive services, occupational preferences, training needs, potential for performing community service assignments, and potential for transition to unsubsidized employment (3) Using the information gathered during the initial assessment to develop an IEP that includes an employment goal (4) Place the participant in an appropriate community service assignment (5) Providing or arranging for training (6) Assisting the participant in obtaining needed supportive services (7) Providing appropriate services for the participant (8) Providing counseling on the participants progress in meeting the goals and objectives identified in the IEP (9) Providing participants with wages and benefits for time spent in the community service assignment (10) Ensuring that participants have safe and healthy working conditions at their community service employment worksites (11) Assisting the participant in obtaining unsubsidized employment.

(10) Documentation Requirements.

The following information is reviewed and captured with each applicant/participant regarding orientation in the SCSEP program. The Director or Job Development Specialist fill out the applicant intake form (SCSEP Participant Form OMB 1205-0040) and review accepted documents to be placed on the waiting list. The Director reviews form and documentation prior to entering into SPARQ. The Director and participant complete orientation documentation filling out all necessary paperwork, IEP and assessment. The Director is the only staff member that enters the orientation paperwork into SPARQ. This information is available for review in the SCSEP Handbook/Manual under Program Eligibility requirements, page #7 and is found in the Statewide Policy and Procedure Manual, form #10. This

information is gathered at each year's recertification with an applicant/participant to remain in the waiting list or program.

A. Participant Intake Form:

1. Mailing Address (Proof of state/town of where they now reside if Different from what is on the license) (Driver's license-residency documentation)
2. Homeless – Statement (self-attestation and Verification of Residence from Homeless shelter and detailed case notes) is answer is yes
3. Urban/Rural – per SPARQ (filed under Zip Code-included with intake)
4. Date of Birth – Copy of Driver License/State ID
5. Number in Family – Verification of Residence
6. Employed prior to Participation – Self Attestation
7. Total includable family income – Proof and Income Statement signed
8. Copy of Social Security Card (Any pension paperwork, pay stubs, tax return, bank statement/other income.
9. 0 income Self attestation statement on Self-Attestation form P14 if applicable.
10. Limited English Proficiency – Self Attestation/Third Party (Detailed Case Notes)
11. Low literacy skills – Self attestation/Third Party or literacy testing if answer is yes (Detailed Case Notes)
12. Veteran or Qualified spouse – Self attestation/DD 214 or Military Identification
13. Disability – SSDI/Award Letter, Form from Doctor or other proof of disability, i.e. Veterans, Pensions, etc.
14. At risk of homelessness – Self attestation/Third party
15. Failed to find employment after using WIA Title I, Self-attestation and confirming with WIA provider.
16. Low employment prospects – Signed self-attestation form or case notes if answer is yes due to a significant barrier to employment.

Additional policies viewed and received for the applicant and participant are:

Privacy Act Statement, Termination Policy and Grievance Policy all these policies are located in the Statewide policy and procedure Manual, forms 25,32 and 36. All self & third party attestation forms used at intake are found in the Policy and Procedure Manual forms #21.

Additional policies, procedures and forms documented for the participant only during orientation are: Physical waiver if a physical is not desired, terms of my assignment, checklist for orientation, IEP, Assessment Form, SCSEP Handbook, Durational Limit Policy, Break Policy, Sick Leave policy and Federal Holiday Policy all are located in the Statewide Policy and Procedure Manual, forms 3, 28,6,10, 17, 1, 30, 29.

Holiday and Sick leave.

Federal holiday observances – All program participants and host training sites receive a copy of the Grantee's statewide policy at Orientation. This policy is also included in the Policy and Procedure Manual that is given once each year at Recertification. The following policy is approved and followed as written in the Statewide Policy and Template binder (policy #29 &30): Senior Community Service Employment Program State Grant Sub-recipient for Kent County - Modern Maturity Center, Inc. Holiday policy is followed through the Host Site policy and a copy of the policies are in the host agency site file.

Holidays that fall on a Saturday are celebrated on the Friday before; and, Holidays that fall on a Sunday are celebrated the following Monday. Participants can work to make up for lost hours due to a Federal Holiday. Also, other holidays that are celebrated by the Host Agency can be made up within the pay period at the discretion of the Host Site supervisor – contingent upon prior approval from the SCSEP Director.

Sick Leave – The Director follows the Grantee's statewide policy regarding approved sick leave. It is explained to each participant during orientation; and a signed copy is provided

and filed in the participants file folder. The following information is found in the Statewide Policy and Procedure Manual, form #30.

This is to acknowledge that the Approved Sick Leave Policy with the Modern Maturity Center, Inc., Senior Community Service Employment Program has been explained to me and I understand the policy to be as follows: I understand I will notify my Direct Supervisor at my training site and the Program Manager at MMC/SCSEP Program Office immediately if I am unable to report to work because of illness or medical procedures. MMC/SCSEP Program Office will determine expected length of absence if I am out three or more days. I understand any illness lasting more than 3 days or requiring hospitalization will require a doctor's excuse/release and must be turned into MMC/SCSEP Program Office before I can return back to the training site. I will provide updates to MMC/SCSEP Program Office to assist them in monitoring my absence and to assist in determining whether a "break in participation" is appropriate as outlines in the Approved Break in Participation Policy. I will provide a doctor's release to MMC/SCSEP Program Office as outlined in #3 above and understand I CANNOT return to the training site without providing this release. If I return back to the training site without a doctor's excuse/release, I will not receive payment for the training hours I worked. I understand I will not be paid for sick time off and missed hours cannot be made up. This policy form is given to and maintained in the participants file.

(12) 20 CFR 641.535 (a)(2), *Assessment Process.*

The Director will interview applicants for enrollment in the program and at least twice a year thereafter assess goals, job preferences, educational background and aptitudes, work history, and perception of job readiness. This information along with social needs, transportation circumstances, and any personal restrictions or family obligations will be used to determine placement in a host sit, training needs, and supportive service referrals. The Assessment is done in conjunction with the preparation of the Individual Employment Plan (IEP) and revised goals, activities, and training will be developed based on the assessment. Each new participant's supervisor will be required to submit 30, 90, and 180 day evaluations

to determine the success of the host site match and track progress; and a yearly evaluation will be completed by the supervisor on all participants to help determine skills development and job readiness. The participants initial IEP has an employment goal. A special "job search" file will be maintained by the Job Development Specialist for those participants who have successfully trained for a period of at least 6 months and are utilizing an employer log sheet to track progress of their job search activities. An annual assessment is also completed for all applicants on our waiting list. Each year they are required to recertify their residency and income requirements and review any barriers that apply to their circumstances that may place them in a higher priority on our waiting list.

(13) 20 CFR 641.535 (a)(3) Development and implementation of Individual Employment Plans (IEP's).

The IEP will be developed by the participant and the Director initially and each six months thereafter (or more often as needed) as a roadmap to attain definite goals through community service, training, and job development/search activities with the ultimate goal of unsubsidized employment. The IEP will identify needs, what resources can meet those needs, and set a reasonable timeframe in which to complete the specific goals on the Specific Action Plan. The IEP is written as specifically as possible. The Director makes sure SMART goals and action steps are written being Specific, Measurable, Attainable, Relevant and Time Driven. The IEP is written with the full participation of the participant. At the time of a participant's rotation, goals will be reviewed and modified as needed. A copy of the IEP will be provided to the Participant and they will be encouraged to use it as a reference. Feedback from the host supervisor will be crucial in determining progress and "buy-in" from the participant will be essential for success. The IEP will give another opportunity to stress the "training to work" aspect of SCSEP.

(14) 20 CFR 641.535 (a)(8) Evaluation of participant progress.

Follow-up is the key to making progress towards the participant gaining the necessary skills and training towards unsubsidized employment. The IEP determines most everything the

participant does while in the SCSEP program. Evaluation of the IEP determines the success of what the participant is gaining through his/her host site and the opportunity to discuss a need for additional training or even the possibility of a rotation if needed. The IEP is completed every 6 months or before to check on training progress. The supervisor of the host site is also involved in the IEP progress. The Host site is required to evaluate the participant at 30, 90, 180 and 360 day increments. The training site supervisor is the "coach" to the participant in their development. The evaluation of the IEP is the roadmap to planning and reviewing skills the participant is receiving during their training that will ultimately bridge them to employment. Evaluating the participant is important to make sure they are doing what they need to do, and also so the Director can intervene to help them be successful when it becomes necessary to do so. If it becomes apparent that the goals and action steps are not attainable by the participant, the Director reevaluates the goals and action steps and rewrites the IEP with specific goals and action steps which are attainable. The director is adding an additional self-evaluation for each applicant and participant to fill out during in-take and the 6/12 month IEP meeting with the Director, to gain insight on how well the participant feels he or she is making progress towards his or her goal in attaining employment.

(15) Health and safety issues related to each participant's assignment.

As outlined in the SCSEP Host Agency Agreement, enrollees cannot be trained in buildings or working conditions which are unsanitary, hazardous, or dangerous to their health and safety. A hazard letter is reviewed each year during the annual signing of the Letter of Agreement at each Host Site to provide a safe training environment. The letter states the following: Enrollees may not climb ladders, lift, carry, or move items of 20 pounds or more, drive personal or company vehicles for the host agency, run outside errands, substitute for meals on wheels volunteers outside the facility and perform any other tasks which could possibly be hazardous. The Host site is also informed and reminded that the SCSEP participant may not volunteer or be paid any additional hours beyond their approved

schedule. This letter also spells out the procedure the host site should carry out if the participant is injured while in training. This letter is signed by the host site supervisor and they receive a copy as well as the original is filed with the Letter of Agreement. In addition, an approved safety checklist provided by the state's program monitor and filed in the Statewide Policy and Procedure template is filled out once a year to review training conditions at the Host Site. The following are asked: Does the participant receive safety training on his/her tasks and work area. Does the participant have the necessary training equipment? Are the office furniture items, including chairs, in good repair and safe for use? Participant has access to a safe and sanitary restroom. Fire extinguishers and First Aid Kits are in plain view and free from obstacles. Housekeeping is adequate to minimize fires, trips and falls. No rugs, loose carpet, furniture, or equipment/cords are tripping hazards. Exits and stairways are marked, well lighted and free from obstruction. Parking lots, walkways, entrance ways, stairways and meeting rooms used by the participant do not pose a safety concern. Emergency phone numbers are readily visible in the work area. Other safety concerns or benchmarks are observed during the visit. Host Site Supervisor signs as well as the Director of SCSEP or the Job Development Specialist and this document is kept with the letter of agreement that is signed yearly. There is an additional comment at the bottom of the Safety Checklist to make a follow-up visit if there are any areas in the document that need to be readdressed.

(16) Role of Supervisors and Host Agencies.

The following guidelines are listed in the statewide approved Policy and Procedure handbook that is available through the Statewide Policy and Procedure Template Binder. Host agencies are encouraged and expected to make in-house training opportunities available to participants in order to prepare them for permanent, unsubsidized employment with the host site or another organization. It is requested that the host agency permanently employ the participant when vacancies occur for which he/she is qualified.

Host agency supervisors are asked to complete a job performance evaluation at required intervals. These evaluations must be signed by the evaluator and the participant; and, each shall receive a copy. The SCSEP Program Director will also receive a copy of the completed evaluation.

These provisions – and others – are outlined in a “Letter of Agreement” (Policy and Procedure Manual, form #4) which host agencies are required to sign. The host agency agrees to comply with the Maintenance of Effort rules set forth in the Older Americans Act and supporting regulations. Each host site must:

1. Provide adequate participant supervision.
2. Provide orientation, training, work schedule and duties in a safe, non-hazardous environment.
3. Comply with Civil Rights and Equal Opportunity Laws.
4. Agree to maintain effective utilization of the SCSEP participant.
5. Not substitute SCSEP-funded positions for existing federally assisted jobs.
6. Not employ or continue to employ any participant to perform work that is the same or substantially the same as that performed by any other person who is on layoff.
7. Only be in addition to budgeted employment that would otherwise be funded by the grantee, sub-grantee and the host agencies without assistance under Title V.
8. Not impair existing contracts for service or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.
9. The Agency does not discriminate on grounds of race, creed, color or national origin, or handicap.
10. The Agency will employ the trainee if an opening occurs for which the trainee is qualified.
11. The Agency will not treat the trainee as an employee.
12. The Agency provides a safe training environment.

One other form which host agencies are expected to sign is the

“Match Funds” form, which is issued yearly. This ensures that the percentage designated yearly as an “In Kind” contribution to the program is met.

Failure of the host agency to comply with completion of these documents will result in the removal of the participant.

(17) 20 CFR 641.570 (a) Maximum individual duration policies.

Individual durational limits – The Director follows the Grantee’s U.S. DOL approved policy relating to individual durational limits; and the Director notifies and advises participants and host sites in a timely manner. New participants are given a copy of the durational limit policy at orientation and this policy is reviewed at each recertification while in the program. Also, transition procedures for participants approaching their individual durational limits are reviewed along with an IEP at 12 months, 6 months and 3 months prior to reaching his/her durational limit. Notice of reaching a durational limit is given at 12 months and 30 days prior to reaching a durational limit to both participant and host agency. The documents are then placed in the participants file and with the “letter of agreement” signed by the host site supervisor. The statewide policy for a maximum limit in the SCSEP program is 48 months without an opportunity of a waiver. This policy is found in the Statewide Policy and Procedure manual, form #17.

(18) 20 CFR 641.580 Termination Policy.

Terminations – The Director follows the Statewide Termination policy (In the Policy and Procedure Manual, form #32) and provides a copy at intake/orientation and then annually at each applicant/participant’s recertification. Documentation of receipt of this policy is kept in the participants file. The types of terminations are as follows:

Involuntary Terminations: There are 4 reasons an applicant/participant can be terminated from the waiting list or program. Providing false information in the eligibility process, being incorrectly determined eligible at enrollment or the annual recertification, determined no longer eligible at recertification, becoming employed while on the waiting list or in the program. The following are 5th and 6th reason are for involuntary regarding the participant:

reaching the maximum enrollment limit and for cause including refusing to accept a reasonable number of job offers or referrals to unsubsidized employment based on the (IEP) (with no extenuating circumstances hindering the participant from moving to unsubsidized employment) and other IEP related and Non IEP reasons concerning behaviors and conduct.

(19) 20 CFR 641.910 Grievance Procedures.

The Director follows the Grievance Procedure policy that is in the Statewide Policy and Procedure Handbook this is located in the Statewide Policy and Procedure Manual, form #36. The Director reviews the Grievance Procedures with each participant during orientation into the program. The participant signs a receipt that the grievance policy has been provided to them during orientation and during each annual recertification thereafter. A copy of the Grievance Procedures is provided with each 30 day termination notice. A copy of the entire Grievance Procedure policy is included in section U (1) of this action plan.

(I) 20 CFR 641.565 (a) Wages.

The following statement is taken from the Statewide Policy and Procedure Manual, form #10. All SCSEP training is subsidized by the Federal Government. Participants receive the current Federal or State minimum wage rate --- whichever is higher. Salaries for program participants are paid bi-weekly by the SCSEP Program Office, which assumes responsibility for receipt of time sheets; preparation of payroll; and disbursement of payments. All checks are forwarded directly to the participant.

(J) 20 CFR 641.565 (b) Participant Benefits.

(1) The Modern Maturity Center's Worker's Compensation will cover participants. Worker's Compensation procedures will be documented and presented orally to participants and host sites. Participants will be encouraged to take advantage of the free initial and annual physicals. The following information is found in the Policy and Procedure Manual located in the Statewide Policy and Procedure Manual, form #10. In addition to salary and the initial

and annual physicals, SCSEP also matches the participant's Federal Social Security deductions (e.g. FICA) and the Modern Maturity Center provides Workers' Compensation coverage. The Director follows the Administrative Requirements under section B, 2 in the current contract #35-1400-2014-12 stating: "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. Host Agency observed federal holiday hours are allowed to be made up within two pay periods of holiday. If a participant is sick for a period of 5 days or more, a break is taken and will not count towards the participants 48 month durational time.

(2) The Holiday Policy is as follows and is located in the Statewide Policy and Procedure Manual under (forms #29). The policy is signed by the participant at orientation and reviewed each year during recertification. Senior Community Service Employment Program. State Grant Sub-recipient for Kent County - Modern Maturity Center, Inc. Federal Holiday Policy for SCSEP Participants. This is to acknowledge that the Federal Holiday Policy for SCSEP has been explained to me by MMC and I understand the policy to be as follows: The following Federal Holidays shall be observed by participants involved in the Senior Community Service Employment Program: (I understand that I will not be paid for the following holidays or any other days when I have not worked.) New Year's Day, Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day Veterans Day, Thanksgiving Day, Christmas Day. Please note: Holidays that fall on a Saturday are celebrated on the Friday before; and, Holidays that fall on a Sunday are celebrated the following Monday. Participants can work to make up for lost hours due to a Federal Holiday. Also, other holidays that are celebrated by the Host Agency can be made up within the pay period at the discretion of the Host Site supervisor – contingent upon prior approval from the SCSEP Director.

(3) *Breaks in Participation* – (Leave without pay) The Director follows the Grantee's statewide policy relating to approved breaks in participation. All participants receive a signed copy of

this policy during their orientation – after the policy is explained in detail. The Break policy is found in the Statewide Policy and Procedure Binder (forms #1) and is as follows:

“APPROVED BREAK IN PARTICIPATION” POLICY Sub-recipient for Kent: The Modern Maturity Center, Inc. This is to acknowledge that the Approved Break in Participation for SCSEP has been explained to me by The Modern Maturity Center, Inc's Senior Community Service Employment Program and I understand the policy to be as follows:

Due to Health Reasons (individual or family); and, other personal reasons:

1. I understand that I will notify the SCSEP Program Office if I am going to be absent for family/health reasons or other personal reasons.
2. I will provide updates to help the Program Office monitor approved breaks.
3. I will provide a doctor's excuse/medical release to the Program Office for health-related breaks in participation. Extended sick days (10 days or more) will require that the participant be placed on Approved Break.
4. It will determine that length of the approved break (60 days)
5. I understand I CANNOT begin SCSEP training again until informed of the start date by the Program Office.
6. If I cannot return by the 60th day, I will be exited from SCSEP (a written 30 day notice of termination will be provided to the participant on the 60th day.
7. Delaware Division of Services for Aging and Adult with Physical Disabilities will consider an extension of an approved break past 60 days with a maximum of 90 days. To request an extension, the SCSEP sub-grantee must submit a request for extension letter to the SCSEP State Grantee. The letter request must include the following elements.

Participant Name and Identification number

Original Break Start and End Date.

Extension Request Start and End Date.

Reason for Extension

Signature of Participant

Signature of Host Agency Supervisor

Signature of SCSEP sub-grantee coordinator

Other:

1. Should I enter unsubsidized employment and then determine within 30 days of exit that I cannot perform the job for valid reasons, I may request approval from the Program Office to return to SCSEP.
2. If it determines that more training is appropriate, I may need to be placed on approved break until a training site becomes available. I will receive priority in choice of training sites as they become available.

Revised 01/16/2016

The participant receives a copy of the break policy at orientation and this policy is reviewed at each yearly recertification. A copy of the signed policy is placed in the participants file.

1. Should I enter unsubsidized employment and then determine within 30 calendar days of exit that I cannot perform the job for valid reasons, I may request approval from the Program Office to return to SCSEP.
2. If it determines that more training is appropriate, I may need to be placed on approved break until a training site becomes available. I will receive priority in choice of training sites as they become available. The participant receives a copy of this policy and a signed copy is filed in the participants file folder.

(4) 20 CFR 641.864 (a): As stated in the Federal Register, The Modern Maturity has not nor will not use amounts provided under the grant for paying the cost of pension benefits, annual leave, accumulated sick leave, or bonuses, for participants as described in 641.565 (2)(a).

(K) 20 CFR 641.864 (a), 641.565 (iii) Procedures for Payroll and Workers' Compensation.

(1) SCSEP will make all required payments for Payroll and Workers' Compensation on a timely basis.

(2) SCSEP Payroll and Workers' Compensation premiums will not be delegated to the host training sites. Every participant is covered by MMC's Workers' Compensation, and proper procedures to report claims have been communicated to participants/host sites.

(L) 20 CFR 641.570 (b)(2)Duration Limits.

(1) Under the Statewide Policy and Procedure Manual, form#3. Terms of My Assignment.

The SCSEP office has an expected average duration of 27 months (e.g. the average duration of all enrollees combined) The Director utilizes the IEP and supportive services to keep the average duration at the expected 27 months. The Director views the QPR report regularly to be informed of the average program duration measure.

(2) The notification of the 48 month duration limit is reviewed in the "Terms of My

Assignment document located in the Statewide Policy and Procedure Manual, form# 3. This policy is reviewed with the participant at orientation and each year thereafter during the annual recertification. A signed copy of the "Terms of My Assignment" is kept in the participants file.

(3) 20 CFR 641.570 (a) Duration Limit Policy.

The following policy is located in the Statewide Policy and Procedure Manual under template (forms #17) revised 5/24/13. Subject: SCSEP Durational Limit Policy: The Senior Community Service Employment Program (SSEP) is a training-to-work program that allows each participant to be enrolled during his or her lifetime for up to 48 months (excluding approved breaks), with countable time starting July 1, 2007. Actual enrollment periods before employment are anticipated to be less than 48 months. If/when individuals have accumulated 48 months of enrollment – those participants will terminate from SCSEP.

Participants who are approaching their SCSEP durational limit within a year will receive extra counseling and job search support that will allow for a smooth transition from the SCSEP program. Also, a notice of termination will be sent to the participant (with a copy to the host agency) at least 30 days prior to the date that the durational limit will be reached. For host training sites that are impacted, we will do our best to find another participant who can benefit from the training experiences available at your community service organization. As always, we would greatly appreciate your consideration in

hiring SCSEP participants; and, in particular, participants who are reaching their SCSEP durational limit. (Print) Participant name or Host Agency name: _____ Participant or Host Signatory initial and date: _____. This document is filled out during orientation and then annually at the participants recertification. A signed copy is located in the participants file.

- (4) The thirty day notice is given 30 days prior to leaving the program. The document is found in the Statewide Policy and Procedure Manual under template (forms #19). The document is discussed at orientation and then again 12 and 6 months prior to reaching durational limit. The document is mailed within 40 days of reaching durational limit. The document is as follows: 30-DAY NOTICE OF DURATIONAL LIMIT TERMINATION

Date: Name/Address of Participant: Dear

On Month/Day/Year, you initialed and dated the Individual SCSEP Durational Limit: 12-month Notice, recognizing that your estimated 48-month point in lifetime SCSEP enrollment would soon be reached.

This is your required 30-day official notice that on Month/Day/Year, you will no longer be eligible for SCSEP enrollment (unless you have an official break in service between now and that date). A copy of this SCSEP termination notice is also being sent to your host training site supervisor. For your host site that may be impacted by your exit, we will do our best to assign another participant who can benefit from the training experiences available at the organization. As always, we highly encourage your host site to consider hiring you; and, especially now that you are approaching your SCSEP durational limit.

Attached is a copy of grievance procedures that you may elect to use.

Please do not hesitate to contact the Kent County SCSEP Program Office for assistance or additional information during this 30-day period.

Sincerely and Program Managers Name and contact information is included.

Copy to: Host Training Site Supervisor

Attachment: Grievance Procedures

(M) Transition Services.

Transition services start at the beginning of a participants training in the SCSEP program. In the initial training for the participant at the host site, the first set (30 and 90 day) evaluation check-ins are received to the SCSEP office and the Director assess the participant's strengths and weaknesses with the host agency supervisor. At the first 6 month check-in with the participant, the Director tailors the IEP to specific, measurable goals and gets feedback to help improve or enhance training. The Director strives to help the participant accomplish as much as possible while in the program to retain employment when met.

The Director utilizes diverse host site agencies to rotate the participant when needed to help increase the participant's skill level/training to ultimately lead to unsubsidized employment. The IEP reassessment process each 6 months is critical to the success of the participant gaining employment. The Director asks open ended questions with the participant to gain information that will help provide the right training opportunities that lead to jobs. (i.e. computer training, available classes through a local community college, adult education classes, khan academy on line to improve educational level to pass a GED, resume and interview workshops at the Dover Public Library, one on one help through the SECEP office accessing an extra computer to help apply for jobs, assistance though Goodwill job resource center, and assistance from partnerships with social services such as Vocational Rehabilitation and Veteran specialists at DOL, Stand by Me services to tailor a budget and provide other financial advice and tailored workshops through the SCSEP program to enhance skills and abilities to better equip the participant to gain employment).

Other referral services include: Subsidized housing, energy assistance, utility discount, food stamps, SSI and transportation assistance.

Within twelve months of the participant nearing their 48 month durational limit, an IEP is developed for the exit transitional opportunities such as Foster Grandparents (stipend),

Senior Companions (stipend) and RSVP (non-stipend) opportunities that are suggested to enhance their quality of life. The Director supplies each participant with an updated resume and the most job ready participants are always in mind to train with the possibility of OJE being used as appropriate. The "Guide to Services for Older Delawareans" is also utilized through the SCSEP office.

(N) 20 CFR 641.580(a-e) Termination Procedures.

Within the written Involuntary Termination Policy found in the Statewide Policy and Procedure Manual located in (forms #f) It states the 6 reasons for termination and the procedures that are followed. Procedure:

- 1) There will be an oral discussion and written documentation regarding any areas that need improvement and specific steps given for corrective action within a set timeframe.
- 2) If there is no improvement by the specified date, a warning letter will be mailed to the Participant's home address giving them a second specific date in which to correct the situation.
- 3) At the end of that time - if the situation still exists – the Participant will receive a 30-day termination notice; be referred to the One Stop Career Center at the Department of Labor; and, be given a copy of the Grievance Procedures.

This policy is reviewed at orientation and readdressed at each annual recertification.

Documentation regarding acknowledgement of this policy is kept in the participants file.

Between the termination policy and durational limit policy all terminations receive a 30 notice of termination. In all terminations the SCSEP office informs the participant of the grantee's statewide grievance procedure. The right to appeal is covered in the statewide grievance policy. (Statewide Policy and Procedure Manual, form#36)

(O) 20 CFR 641.580 (a-e) Written Termination Policy.

The following is the Statewide Policy located in the Statewide Policy and Procedure Manual (forms #32). **Delaware SCSEP Involuntary Termination Policy. This policy covers items (1-6) of this question.** This termination policy is reviewed at orientation

and again annually at each participants recertification. A signed copy is filed in the participant's folder. **Overview:** There are six (6) reasons a participant may be involuntarily terminated from the Senior Community Service Employment Program (SCSEP). The reasons are listed below along with an explanation. This Termination Policy will be followed fairly and equitably when involuntarily terminating participants. Participants will not be terminated based on age; there is no upper age limit for participation in the SCSEP. Except as noted below for some types of terminations, participants will receive progressive discipline and an opportunity for corrective action before a formal termination notice is issued. In all cases, participants will receive a 30 day termination letter notifying them of the date of exit, the reason for the termination, and the right to appeal under Delaware SCSEP's grievance procedure. A copy of the grievance procedure will be attached to the termination letter. Participants will receive both a copy and a verbal explanation of the involuntary Termination Policy during orientation. This policy is based on the Older Americans Act Amendments of 2006 and the SCSEP Final Rule, effective on October 1, 2010.

Types of Involuntary Terminations

A participant can be involuntary terminated from the SCSEP for six (6) reasons. The reasons are:

1. Knowingly providing false information in the eligibility process
2. Being incorrectly determined eligible at enrollment or the annual recertification
3. Being determined no longer eligible at recertification
4. Reaching the maximum 48 months enrollment limit
5. Becoming employed during enrollment
6. For cause, including refusing to accept a reasonable number of job offers or referrals to unsubsidized employment based on the Individual Employment Plan (IEP) (with no extenuating circumstances hindering the participant from moving to unsubsidized employment)

1. Termination Due to Knowingly Providing False Information in the Eligibility Process

A participant may be terminated for fraudulent actions, such as intentionally providing inaccurate information to qualify for the SCSEP. If this occurs, the participant will be placed on Leave without Pay immediately, and a 30 day notification of termination will be sent to the participant.

2. Termination Due to Being Incorrectly Determined Eligible

A participant will be terminated if found ineligible for participation in the SCSEP either after enrollment or after the annual recertification through no fault of the participant. A participant may be enrolled or deemed eligible for continued enrollment based on an error in determining program eligibility, e.g. income may be recorded or calculated inaccurately. When this occurs, the participant will be notified regarding the error and immediately sent a 30 day notification termination letter. The participant will be able to continue participating in the program until the date of exit as noted in the letter.

3. Termination Due to No Longer Being Eligible

Annually, or more frequently if there is a substantial change in circumstances, each participant is recertified to determine if he or she continues to be eligible for participation. During the recertification, a participant may be determined no longer eligible due to a change in eligibility criteria such as income, family of one due to a change in disability status, employment status, and number of household members. The participant will be notified and immediately sent a 30 day notification of termination letter. The participant will be able to continue participating in the program until the date of exit as noted in the letter.

4. Termination Due to 48 Month Participation Limitation

A participant will be terminated when he or she meets the 48 month maximum participation date. He or she will be sent a 30 day notification of termination letter 30

days before the 48 month maximum participation date. The participant will be able to continue participating in the program until the date of exit as noted in the letter.

5. Termination Due to Becoming Employed During Enrollment

To qualify for enrollment in the SCSEP, a participant has to be unemployed; all participants are informed that they may not be employed while participating in the program and that they must notify the program representative immediately upon becoming employed. A participant who is discovered to be employed while enrolled without having notified the program of the employment will be terminated from the program. If this occurs, the participant will be placed on Leave without Pay immediately, and a 30 day notification of termination will be sent to the participant.

6. Termination for Cause

There are several reasons to terminate a participant "for-cause." When warranted, a participant may be terminated for certain behaviors and/or conduct. The following are specific reasons; however, other similar reasons that demonstrate willful misconduct or an intentional disregard of program rules may cause involuntary termination:

- IEP related reasons: Refusing to accept a reasonable number of job offers or referrals to unsubsidized employment or for not complying with the Individual Employment Plan (IEP). A participant may be subject to disciplinary action up to and including termination when he or she refuses a total of three job offers and/or referrals to job openings and/or to follow through with objectives to achieve goals that are based on the IEP. If the participant fails, without good cause, to cooperate fully with Program Office staff to accomplish the goals of his or her service strategy, an IEP-related termination "for-cause" may be in order. Examples of lack of cooperation with Program Office staff to accomplish IEP service strategies may include but are not limited to the following when provided for in the participant's IEP:
 - Refusing to search for a job

- Sabotaging a job interview, for example, a participant tells the interviewer that he or she is not interested in the job or tells the interviewer that he or she is not qualified.
- Refusing or not participating fully in training opportunities
- Refusing to transfer to a new community service training assignment
- Refusing to register at the One-Stop Center
- Refusing to take advantage of available Workforce Investment Act (WIA) opportunities
- Refusing to accept or lack of follow-through in obtaining supportive services that will enhance the participant's ability to participate in a community service assignment consistent with the IEP
- Refusing to cooperate with other IEP-related referrals
- Refusal to cooperate with the assessment or IEP process, e.g. refusing to participate in completing the assessment and training development plan.
- Non-IEP related reasons:
- Refusal to cooperate in recertifying eligibility, for example, refusing to provide required documents to determine continued eligibility or refusing to attend or be available for the recertification appointment.
- Failure or refusal to perform assigned duties, e.g., refusing without good cause to do assignments that are part of the training description and required to increase skills and knowledge
- Falsification of official records, such as timesheets. For example, intentionally signing the signature of the host agency supervisor on a timesheet or other official document, or including hour's on a time sheet that are not accurate.
- Intentional disclosure of confidential or private information obtained from the host agency, grantee or local project, for example, informing others of information that is supposed to be kept private or confidential

- Frequent tardiness or unauthorized absences, including reporting to the assignment late or not reporting to the assignment and not informing the supervisor. Generally, three instances of absence without good cause or without proper notice may warrant termination.
- Insubordination, defined as intentionally refusing to carry out the direction or instructions of a host agency supervisor or a Grantee/Sub-grantee staff member, provided there were no extenuating circumstances and the directions or instructions were reasonable
- Workplace harassment or discrimination on the basis of sex, race, color, religion, national origin, age, marital status, or disability
- Obscene, abusive, harassing, or threatening language or behavior
- Physical violence or intentional destruction of property, for example, being violent and threatening to or carry out threats that physically harm individuals or property
- Theft, meaning illegal taking or withholding the property of another without permission.
- Causing an imminent threat to health or safety of self or others
- Non-compliance with drug and alcohol free policy, which prohibits participants from consuming, selling, purchasing, manufacturing, distributing, possessing or using any illegal or non-prescribed drug or from being under the influence of alcohol and or drugs while performing their host agency assignment or while carrying out objectives required by the IEP. Legally prescribed medications are excluded if they do not affect the participant's ability to perform his or her duties or protect the safety of the participant or others.
- Exceeding approved Leave without Pay by failing to return from an approved break by the required date without due notice of good cause.

Participant Corrective Action and Warning regarding Terminations For Cause

A participant will be given an opportunity to correct his or her behavior or conduct, or his or her failure to comply with the IEP requirements, except in cases involving serious harm or imminent threat to health, safety, property, etc. At any point, if a participant makes positive efforts or the participant's lack of action is justified, corrective action will be discontinued. The following steps for corrective action will be taken:

- **Step 1: First Formal Warning**

If a participant displays behavior or conduct outlined in the reasons for "for-cause" terminations or refuses to comply with the IEP requirements, the participant will be given a verbal warning and counseled to correct his or her actions. Absent extenuating circumstances, the participant will be informed in writing by the Sub-grantee Program Manager of the requirement to correct his or her behavior or conduct.

- **Step 2: Second Formal Warning**

When a participant for a second time displays behaviors or conduct outlined in the reasons for "for-cause" terminations or refuses to comply with the IEP requirements, the participant will be verbally warned and counseled to correct his or her actions. Absent extenuating circumstances, the Sub-grantee Program Manager will send the participant a written warning that he or she has 30 days from the date of the letter to correct his or her behavior or conduct. In the case of an IEP violation, the participant may be directed to complete one or more specific IEP-related tasks. The written warning will include a statement that failure to make improvement or complete the IEP-related tasks will result in termination.

- **Step 3: When a participant does not make improvement in his or her actions or for a third time displays behavior or conduct outlined in the reasons for "for-cause" terminations, a letter will be sent by the Sub-grantee Program Manager notifying the participant that he or she will be exited 30 days from the date of the letter.**

For example, a participant's training goal is to become computer literate in preparation for a clerical position. The Sub-grantee staff identified a community service assignment at the library; however, the participant refused it because she wouldn't have her own cubicle (she would be in an open area). Next, the Sub-grantee staff identified a training site in a school; but again, the participant turned down the opportunity. Finally, the Sub-grantee staff tried the local museum; and the participant refused that training assignment, as well. The Sub-grantee staff spoke with the participant after each refusal; and there was no legitimate reason for refusing the training offered at various assignments. After the first refusal, the Sub-grantee staff asked the Sub-grantee Program Manager to send the participant the first written warning letter. After the second refusal, the Sub-grantee Program Manager sent her the second warning letter stating that she risked being terminated if she continued to fail to follow her IEP or to take corrective action. When the participant turned down a third assignment and there were no extenuating circumstances, the Sub-grantee Program Manager sent a 30-day notification of termination letter.

Participants may be exempted from adherence to the IEP-termination policy when there are extenuating circumstances, such as: transportation is unavailable to training or an unsubsidized job; death of a closely related person or partner; a physical condition that impacts the training or work situation; the training or unsubsidized job places undue hardship on the participant that exceeds those of the community service assignment; and, the proposed unsubsidized employment is more costly to the participant than the SCSEP position.

For-Cause Terminations that Require Immediate Removal from Host Agency and Leave without Pay Pending Termination

When a participant's violation is of a serious nature, immediate action to remove the participant from the host agency may be required. In this case, the participant

will be placed on leave without pay and a written 30-day notice of termination sent. Examples of circumstances warranting immediate removal from the host agency and leave without pay include, but are not limited to:

- Gross misconduct such as violating the Drug and Alcohol Policy or intentionally endangering the lives of themselves or others.
- Violence, including but not limited to, physical or extreme verbal violence at the training site.

This document is reviewed with the participant at orientation and reviewed annually at the participant's recertification. A signed copy is placed in the participants file.

- (7) The following document is included in the participants IEP that is reviewed and signed at both 6 & 12 months, while in the SCSEP program. This document is found in the Statewide Policy and Procedure Manual under (forms #6) INDIVIDUAL EMPLOYMENT PLAN /RELATED TERMINATIONS:

The Senior Community Service Employment Program (SCSEP) is a training-to-work program designed to assist participants in finding unsubsidized employment. I understand my commitment is to:

1. Seek and secure unsubsidized employment during my enrollment
2. Register with the Department of Labor within 30 days of enrollment.
3. Attend/participate in project-sponsored job search workshops, seminars, job fairs and employment network support activities, as available.
4. Explore, identify and enroll in appropriate job skills training compatible with my needs, capabilities and employment goals within ninety days, if available to me.

Specific reasons for individual employment plan (IEP) – related terminations:

1. Refusal of 3 job offers or job referrals without special circumstances.
2. Other IEP-related reasons as specified in the Involuntary Termination Policy.

Procedure:

There will be an oral discussion and written documentation regarding any areas that need improvement and specific steps given for corrective action within a set timeframe.

If there is no improvement by the specified date, a warning letter will be mailed to the Participant's home address giving them a second specific date in which to correct the situation.

At the end of that time - if the situation still exists – the Participant will receive a 30-day termination notice; be referred to the One Stop Career Center at the Department of Labor; and, be given a copy of the Grievance Procedures.

By signing below, I acknowledge that I have read and understand this document and have received a copy. Participant: _____

(P) 20 CFR 641.325 (a)), 641.302(a), 641.365 and 641.520 & 518 (b) Equitable Distribution:

(I) The Director serves individuals using priority for service under the Federal Register. The Director will give priority to the veteran according to the Jobs for Veterans Act and then individuals who have one or more of the most in factors listed on 641.520 of the Federal Register. As stated in the State Program Narrative written and monitored by DHSS's Management Analyst III, Delaware has three sub-grantees who each serve a County. The distribution of authorizations is based on the Equitable Distribution Report (EDR), which identifies each county's percentage of the state's program-eligible population. There are 187 authorizations in PY 2013 – which is nine less than the PY 2012 slot level. The equitable distribution slots are also available through the workforce3one.org website through SCSEP –county maps listing for each state. Below is the current breakdown of slot allocation.

Wilmington Senior Center Wilmington DE	New Castle County sub-recipient	94 slots	Several yrs exp.
Modern Maturity Center Dover DE	Kent County sub-recipient	38 slots	Several yrs exp.
1 st State Community Action Agency Georgetown, DE	Sussex County sub-recipient	57 slots	Several yrs exp.

(2) We realize allocated positions and funding will be based on the Equitable Distribution

Report, and will provide equitable access to SCSEP in Kent County by working with the One-Stop, the eligible population, host sites, employers and following the equitable distribution/authorization positions as stated in the state maps/county slot allocation through the www.scseped.org website.

(3) *Strategies for avoiding disruptions.*

The Kent County SCSEP Director works with the State Grantee to collaborate action needed to transition for an increase or decrease of allocated slots per each grant year. If over enrollment, the Director will seek input of State Grantee to modify training hours accordingly until attrition is achieved. The Director will follow the strategy outlined at #10 on page 12 of the State Wide Plan which states: Monitor and adjust service levels when appropriate. Collaborate among the sub-grantee Program Directors and Finance Directors to effectively manage budgets and expenditures. Provide extra training (including job search skills and computer training) to expedite job placements. Ensure that participants are being proactive in seeking employment through SCSEP and DOL.

(Q) Kent County SCSEP follows State's Grant Narrative that depicts the equitable distribution among the 3 counties. Kent County SCSEP follows the Federal Register 20 CFR 641.365; to take action to avoid disruptions to the greatest extent possible, if positions are redistributed, when new Census or other reliable data becomes available; or when there is over-enrollment for any other reason. (20 CFR 641.325(i),641.302(b))

(R) *Administrative Systems.*

(1) Training Events: The Director will attend off site training meetings and use the Internet and contacts with Charter Oaks and Mathematica to keep abreast of any changes in the program. These changes will be communicated to the Job Development Specialist and to the SCSEP participant(s). The Older Worker Specialist(s) at the One-Stop will be included in their specialized training and monthly workshops to acquire the knowledge to provide assistance in all aspects of One-Stop services. The Director and/or Job Development Specialist will attend all meetings conducted by the Management Analyst to share ideas and learn of new or modified policies and procedures. Staffing is being reviewed for continuity and service levels. The Director will attend U.S. DOL training and will take advantage of any briefing slides, E-Mails, handbooks, or media articles to assist in better managing the program.

(2) The President, Financial Officer, Director will communicate via internet, phone, fax or in person with the state Grantee, administrative systems, that are vital to administration of the SCSEP program such as policy, directives, data collection and performance. Any information that is required to be shared with the Job Development Specialist will be communicated by the Director of SCSEP program. 20 CFR 641.879 (2)(d))

(3) The President, Financial Officer, Director and Job Development Specialist will cooperate with all monitoring visits, provide monthly activity reports and financial information, comply with any corrective action required, and attend Director's or other meeting to coordinate statewide policies and procedures. The above staff will cooperate with Federal and State Auditors as directed. 20 CFR 641.879 (2)(f)), 641.821(a-b)

(4) Training of staff:

The Director will attend off site training meetings and use the Internet and contacts with the State Grantee, Charter Oaks to keep abreast of any changes in the program. These changes will be communicated to the Job Development Specialist and to the SCSEP participant(s). The Older Worker Specialist at the One-Stop will be included in their specialized training and monthly workshops to acquire the knowledge to provide assistance

in all aspects of One-Stop services. The Director and Job Development Specialist will attend all meetings conducted by the Management Analyst to share ideas and learn of new or modified policies and procedures. The Director will attend any U.S. DOL/DHSS training and will take advantage of any briefing slides, E-Mails, handbooks, or media articles to assist in better managing the program. The Director and Job Development Specialist will view the workforce3one website regularly to register for any upcoming webinars to gain insight on new methods/procedures to effectively manage the SCSEP program. The Director and Job Development Specialist will also view the SCSEP program site within workforce3one to view resources, podcasts, webinar, performance and compliance task bar regularly to keep abreast of new material to successfully comply with new and updated initiatives. The Director will also view the U.S. Department of Labor/ETA Advisories directives that are delivered through e-mail regularly.

- (5) The Financial Officer and Director comply and maintain all financial information required by US DOL/DHSS SCSEP program requirements.

Financial Monitoring:

- a. MMC will receive monthly status reports comparing actual to budgeted expenditures and will provide timesheet/timecards at the time of onsite monitoring.
- b. Any corrective actions noted in the monthly status report will be documented and completed in a timely manner.
- c. Financial reports, in the proper format, will be completed, signed by the Accountant, and forwarded to the Management Analyst promptly. Copies of all budget forms, reports, and any corrective action/follow up will be maintained in both the Accounting and SCSEP offices.

For Project Monitoring:

- a. At least once a year we will prepare a Self-Monitoring Assessment and meet with the Management Analyst in an official monitoring visit.

- b. Monitoring will be broken down into records review and on site host visits, subject to modification by the Grantee.
- c. We will receive a formal written report from the Grantee, including any corrective action needed.
- d. If required, a formal, written corrective action plan will be prepared by/or before the requested date and forwarded to the Grantee.
- e. We understand the Grantee's supervisor will review/validate the written monitoring reports.

(6) The Director and Financial Officer work together to provide accurate and vital program expenditures in the monthly Invoice to the Management Analyst, which includes all financial documentation necessary to run the SCSEP program. All supply receipts and determination of utility expenditures are reported documenting utilization of funding allocation. The Director monitors hours utilized by participants on a by weekly basis to keep abreast of enrollee wage/fringe benefit allocation of funds usage. Any underage or overage of funding is addressed with the Management Analyst and MMC President to be proactive in changing participant training hours as needed to impact spending.

(7) *Budget Proposals.*

Budget Proposals are submitted according to DOL/DHSS policy. The requested resources are submitted to include who program staff and expenses that support each task in the SCSEP program. The following categories are listed in the budget: Category (a): Personnel (Director, Accounting, Payroll), (b) Fringe Benefits for the personnel (FICA, Workers Compensation, Health & Life Insurance and Unemployment Compensation), (c) Travel (Director and Staff mileage reimbursement), (d) Administrative Supplies (Office Supplies, computer/printer supplies and program supplies for administrative focused activities), (e) Administrative Contractual Supplies (Costs consist of printing, advertising, postage, utilities and telephone in support of administrative activities), (f) Enrollee Wages (Wages paid for training), (g) (Wages approximately 15-20 hours per week due to service

level and funding considerations paid at or above the State or Federal minimum wage, whichever is higher), (h) Enrollee Fringe Benefits (Benefits include FICA, physicals and worker's compensation for the Program Participants). Additional funding is needed for administrative /programmatic activity costs to the benefiting cost objectives/categories (OEC): (a) Personnel (Program Director and Job Developer), (b) Fringe Benefits (Program Director/Full Package, Job Development Specialist/Vacation and Sick), (c) OEC Travel and Training Budget (Travel and Training budget for SCSEP Administration Staff and or Participant, (d) OEC Supplies (supplies for the benefit of programmatic activity, (e) OEC Contractual Supplies (cost of DSL telephone line, advertising, utilities, printing/postage and supportive services used to assist program participants).

- (8)** The Director submits a monthly report by the 15th of each month that covers the following topics: recap update of SCSEP activities, state plan activities to coordinate SCSEP with other programs, Strategies for engaging employers to increase job placements, Strategies for achieving Equitable Distribution, Strategies for avoiding disruptions when positions are redistributed, strategies for serving minority older individuals, community services supported by SCSEP and required by participants, program strategies to improve staff training and strategies to improve job placements and performance measures. The following information is submitted in regard to participants in the program: New Participants, Unsubsidized placements, current and projected durational limit terminations for current and the next two months, other terminations, rotations, recertification's and six month IEP's, employment workshops and statistics covering unduplicated served, current enrollment at end of the month, current waiting list and number of rotations year to date and number of participants that have become employed. This report is e-mailed to the Management Analyst and a copy is filed in the reports binder in the SCSEP office.

The Job Development Specialist submits the following reports to the Director of the SCSEP office: Monthly Activities, Training, summary of issues and concerns, job search activities by

participants, job ready participants and a detailed waiting list. These reports are also filed in the reports binder in the SCSEP office.

The Financial Officer submits an invoice to the Management Analyst once monthly by the 15th to report expenses incurred for the prior month. A copy of each invoice is also given to the Director of SCSEP and filed in the reports binder.

(9) *Workforce3one.org/SCSEP Customer Satisfaction Surveys, Charteroakgroup.com.*

Participants, Host Agencies and Employer customer satisfaction surveys.

The Director of SCSEP administers customer satisfaction surveys according to the Management Analyst's directions according to DOL/DHSS/Charter Oaks Group LLC's direction. Participants and Host agencies surveys are administered centrally once each program year. Employer surveys are administered continuously by the Director of SCSEP to qualified employers following Charter Oak Group LLC's., direction and usage of supplied survey forms. The survey information is recorded in SPARQ. The Director enters into SPARQ that there has been a substantial service with the employer. The surveys are requirements of the Workforce Investment Act.

(10) The Director follows the Modern Maturity Center's written plan for both disaster response and recovery. A copy of the plan is included in this request for proposal. Attachment 1.

(S) *Statewide Program Narrative. Collaboration and Leveraged Resources.*

(1) The Director and Job Development Specialist follow collaboration as stated in the statewide program narrative and have a strong and consistent relationship with the American Job Centers (e.g. the One-Stop Centers) is on-going. SCSEP program managers and staff visit the One-Stop Career Centers on a frequent basis to discuss and review the progress of the partnership and to learn about any new programs, workshops or training that may be available to Participants. In addition, the Director and Job Development Specialist work closely with the specialists (such as the Vet Reps and Vocational Rehabilitation Specialists) assigned to the One-Stop Centers to secure services for appropriate Program participants.

The Director and Job Development Specialist attend a quarterly meeting at the Department

of Labor to meet employers and specialty service providers to provide insight on active resources to share with participants in our program and on our waiting list. SCSEP marketing materials, such as brochures and posters (including bilingual materials) are placed at the centers and updated and replenished during visits.

SCSEP participants who are training as Older Worker Specialist at the Department of Labor center will continue to provide guidance on how to access job information, write resumes, and access other services that may be available to help secure employment. Also, valuable information is shared with the One-Stop Career Centers, such as eligibility requirements and priorities; available jobs and open training assignments; and, workshop information.

The Director also works with the Department of Labor to provide interested participants in the WIA program if they are seeking an education towards full-time employment.

The Director works closely with the Adult Education Center Director, at Polytech High School to provide workshops to inform and actively pre-test participants who are interested in attaining a GED/High School Diploma.

The Director and Job Development Specialist work closely with the local libraries to provide computer training and other beneficial workshops (i.e. Microsoft Word, PowerPoint, Excel, Publisher, Resume Writing, Interview skills, Computer Basic, e-mail basic, APEX-Pardons and Expungement, Internet Basic) and sign the participant up at the SCSEP office through the internet so that they are able to have a confirmation sheet with the date and time of workshop.

The Director and Job Development Specialist work closely with the local Stand by Me representative through NCALL Research and the local library. We provide a once yearly workshop and provide one-on-one coaching opportunities to develop a budget and get financial advice while in the program and upon exiting the program when subsidized employment is reached.

The Director and Job Development Specialist also work closely with the Social Services through the Modern Maturity Center to help participants gain a food box, apply for food stamps, provide medical and dental needs, and offer tax preparation service.

The Director and Job Development Specialist work with The Veteran's Stand Down organization to provide information to veterans who are seeking employment and to offer participants in our program a haircut, clothing and food.

(T) 20 CFR 641.535 (iii)(5-8) Supportive Services.

(1) The Director ensures that participants receive the appropriate level of training at a host agency. The Director monitors participant's progress during his/her 6 month interval IEP to ensure training success. The Director makes sure the training meets the needs of the participant in gaining employment. The Director also makes sure the assignment description include assignment training goals that are appropriate for each participant and is consistent with each participant's assessment and IEP. The Director reviews the host sites supervisor's evaluation of the participant with the participant during the IEP to review progress of training and to decide if additional training is needed or possibly a rotation to a higher level host site is desired to advance skills needed to attain employment. The ideal outcome is for the participant to gain the necessary skills needed to not only be employable, but to provide them with the training to maintain employment. The Director is continually active in recruiting Host Agencies that not only provide effective training, but also potentially hire participants that receive training at the Host Site as an opening arises.

(2) During each IEP with participant (held at 6 month intervals), the Director identifies the need for programs and supportive services such as housing, transportation and counseling, occupational (is the site the best fit for the participant), training and education provided by the host site, adult basic education, job skills training, job search training, and on the job training. Once the need is identified, the Director will define on the IEP action steps needed

to achieve the goal. Then after the action steps are agreed on with the participant, a date is determined as to when the resources can be applied to complete this need. Any supportive services needed are planned out to be specific, achievable and measurable. A priority is set as which need is the most important to keep the participant focused on a positive outcome. To be successful in obtaining the services needed for the participant to be successful in completing the goal, the Director monitors the deadlines. The annual and semi-annual assessment checklist supports the IEP in reviewing the topics discussed for supportive services and reinforces action decided upon. After the participant is employed, the Director follows the participant for a period of one year to check on his/her progress. If the unsubsidized employment lasts fewer than 30 days in the first 90 days after exit, the participant is entitled to a new host agency assignment without having to reenroll, ie., without completing a new Participant Form. If the participant is reenrolled, supportive services will be utilized to place the participant in the previous training spot or find a new host site that can train him or her with additional skills to provide a successful transition to a new job opportunity.

(U) Statewide Policy and Procedure Manual, Complaint Resolution.

- (1)** The Director follows the Statewide Grievance procedures for complaint resolution policy. The STATEWIDE POLICY on GRIEVANCE PROCEDURES FOR COMPLAINT RESOLUTION located in the Statewide Policy and Procedure Manual (forms #36). The Grievance Policy was written and approved during PY11. The Grantee and Sub-grantees strive to provide excellent customer service to SCSEP applicants, participants, and employees; and, to resolve any concerns before they become issues. When issues arise, they will be handled in accordance with the terms of the grievance procedures outlined below; and, affected policies will be conferred with by the Grantee and Sub-grantee before meeting with the complainant. Participants are informed of the grievance policy during their orientations. Also, a "receipt of policy" form (see last page of this policy for an example) will be used for participants to acknowledge receipt of the Grievance Policy – the signed form

will be filed in each participant's folder. The grievance policy is applied fairly and uniformly; and, all grievances and rendered decisions are kept on file in the appropriate Sub-grantee Program Office and are available for review by authorized officials such as the Grantee and U.S. DOL. The process for documenting receipt of written grievances is to annotate a Grievance Log that is maintained by each Sub-grantee Program Manager.

Delaware SCSEP has established procedures for resolving complaints with program applicants and participants. And, the Grantee will provide training and direction for personnel responding to an appeal. Written notification will be mailed by the Sub-grantee Program Manager to the applicant or participant – a 30 day notice before termination – stating the grounds for the unfavorable eligibility determination, IEP termination, or other adverse action. This notice shall also state that in order to contest the decision, it will be the responsibility of the applicant or participant to write to the Sub-grantee within ten (10) calendar days of the notice to schedule a meeting. The Sub-grantee will forward a copy of this correspondence to the Grantee.

Participants and applicants shall be given the opportunity to have an initial meeting with the Sub-grantee to resolve the issue. The Sub-grantee Program Manager shall provide the individual and the Grantee with a written determination – dated and mailed or hand-delivered within ten (10) calendar days of the meeting. If the complainant is not satisfied with the decision, the individual may appeal the determination. To do so, the complainant must contact the Sub-grantee – at the SCSEP Program Office in his or her County – within ten (10) calendar days of the date of the initial written determination to request a second meeting with the Sub-grantee. The Grantee will also be represented at this second meeting. The Sub-grantee shall provide the complainant and the Grantee with a written determination of this second meeting – dated and mailed or hand-delivered within ten (10) calendar days of the meeting. If the complainant is not satisfied with the second determination, the individual may again appeal the grievance by contacting the Delaware SCSEP Grantee's Office at (302) 255-9390 to pursue the matter further.

There will be no appeal beyond the Grantee's Division Director – unless the complainant alleges that the Grantee's procedures were not followed; or, that there was a violation of federal law (other than civil rights law) that was not resolved within sixty (60) calendar days of the date of the initial notice. In both cases, the complainant may appeal to the Chief, Division of Adult Services, Employment and Training Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. Unresolved complaints alleging discrimination in violation of civil rights laws may be filed by the complainant to Director, Civil Rights Center, U.S. Department of Labor, Room N-4123, 200 Constitution Avenue, NW, Washington, DC 20210.

Complaints from employees of the Grantee or Sub-grantees will be processed according to local personnel policies and procedures; and, applicable contractual requirements. The employee will present the complaint to his or her immediate supervisor within five (5) calendar days for investigation and response. If there is no resolution, the employee is referred to the next level supervisor who counsels and advises the employee, assists in putting the problem in writing, visits with the employee's supervisor if necessary, and resolves the issue. If there is no resolution, the second level supervisor directs the employee to the Division Director (for Grantee) or Executive Director (for Sub-grantee). Exception: the First State Community Action Agency (FSCAA), which is the Sussex County Sub-grantee, processes the complaint through its Human Resources Office for resolution before turning to its Executive Director for a final decision, if needed. The Division Director or Executive Director (or HR for FSCAA) reviews and considers the problem and documents the resolution in writing. The Division Director or Executive Director (or HR for FSCAA) has full authority to make any adjustments deemed appropriate to resolve the problem. If there is still no resolution, the case is referred to the Human Resources Office (for Grantee) or the HR Office or Personnel Committee (for Sub-grantees other than FSCAA) for further processing in accordance with personnel laws, regulations, and rules. If an employee (for Grantee) prefers to file a grievance without following the supervisory chain as described

above, he or she can submit the complaint directly to Labor Relations within the Human Resources Office, which will then take the lead in coordinating a resolution with the employee and his or her organization.

- (2) Grievances of applicants, participants and employee. The Director will follow the established procedures for handling applicant, participant and employee complaints. The Grievance Policy is explained at initial orientations and the participants are provided a copy. A copy of the Grievance Policy is also provided at each participant's annual recertification. In addition, the Grievance Policy is attached to all 30 day termination notices. The Grievance policy is also included in the Statewide Policy and Procedure Handbook (Statewide Policy and Procedure Manual form #10) which is given at each annual recertification. A copy of the signed receipt is kept in the participants file. Any hired SCSEP staff receives a copy of the Grievance Procedures at orientation into a position. A signed copy of receipt of the grievance procedure policy is kept in the employees' file. The statewide grievance procedures for complaint resolution is found in the Statewide Policy and Procedure Manual form #36.

(V) DHSS/Standard Contract Boilerplate No. 35-1400-2014-12., Programmatic Assurances, Appendix: B, Maintenance of Files and Privacy Information.

- (1) The Director of SCSEP will follow the DHSS Standard Contract Boilerplate under Programmatic Assurances, Appendix B: Maintenance of Files and Privacy Information stating the participant files are maintained for three program years after the program year in which the participant received his/her final follow-up activity.
- (2) The Director of SCSEP will follow the policy under the maintenance of files and privacy information which states that all records are securely stored by sub-recipient and access is limited to appropriate staff in order to safeguard personal identifying information. Passwords are required on all computers and locked when on and not in use and the SCSEP office is staffed when open or locked when out of the office. Access to SPARQ Data Collection System is limited to the Director who will handle all data input, changes, employment follow

ups, month management reports, statistics pulling, and submission of files and to the Job Development Specialist who will view the files for informational purposes. Any SCSEP participant working in the office will have no access to the SCSEP web site and limited access to participant hard copy files. All Participant files, hard copy and electronic, are maintained, in the SCSEP office. The confidential nature of all files/information will be emphasized at orientation when MMC's Code of Ethics and the Statewide Privacy Act Statement is signed and given to each applicant & participant at intake/orientation and then annually at recertification. The Privacy Act document informs the applicant/participant of the need for specific information and our commitment to privacy. The Privacy Act Statement is filed in the (Statewide Policy and Procedure Manual, form #25).

- (3) The Director of SCSEP maintains the medical files/records and doctor excuse slips in a separate file cabinet away from the participant files in which the Director has sole access.
- (4) The Director is the sole user of the SPARQ data collection system and has read and signed the updated (revision 4, February 2014) of SPARQ Security Policy with Attachment A and Attachment B. All passwords in connection with SPARQ are kept in a locked file cabinet in the Director's desk. No other staff member has access to the desk keys. The Director also has a copy of the Department of Labor's Privacy and Security Statement that was accessed through http://www.etareports.doleta.gov/cfdocs/grantee_prod/privacy_stmt.htm. The Director's computer is only used by the Director and is locked whenever the Director is away from her desk.
- (5) The Director of SCSEP will notify the (Grantee/Management Analyst) if there is a potential of and security breach of personal identifying information, whether electronic files, paper files, or equipment are involved. The Director follows the policy taken from the State Contract Boilerplate under Maintenance of Files and Privacy Information.
- (6) The Director of SCSEP has read the updated and signed the update revision of SPARQ Security Policy (revision 4, February 2014) with Attachment A and Attachment B. A copy of the signed documents can be found in our Latest SPARQ manual regarding safeguarding of

participant information, including hardcopy files security and SPARQ security. The Director follows the policy taken from the State Contract boilerplate under Maintenance of Files and Privacy Information.

(W) SCSEP, Data Validation Handbook, revision 9 (February 2016) Documentation.

(1) 20 CFR 641.565 (b (B))Documentation of Waivers of physical examinations: At

orientation and each year during the participant's recertification, a physical waiver is filled out and signed by the participant in the event he/she does not elect to complete a physical. This document is filed in the participants' folder and updated annually if elected refusal of a physical. The document states "This is to verify that I _____ (name) requested exemption from physical examinations. I also declare that I am aware that a physical is a fringe benefit and is not an eligibility requirement. A signature and date is captured.

(2) 20 CFR 641.910 Maintains documentation of the provision of complaint procedures to

participants: At intake, orientation, annually and upon termination 30 day notices, the participant and employee of SCSEP receives a copy of the Statewide Policy on Grievance procedures. A signed document of receipt is kept in the participants file at orientation and updated yearly during recertification. Upon 30 day notice of termination, an enclosure is stated within the written letter of notice and mailed with document. The Director follows policy included in the *State's PY 2013 Service Specifications: Appendix B (Supplemental to the attached Programmatic Assurances)*. The Director follows the policy provided by the Grantee that has been established for handling applicant, participant and employee complaints.

(3) Maintains documentation of eligibility determinations and re-certifications: The

Director and approved staff follow the SCSEP Data Validation instructions provided in the SCSEP Data Collection Handbook under the Participant Form Guide, element Description/Explanation plus Additional Comments and utilizing the source documentation requirement instructions. The eligibility determinations and recertification's are kept in the participants files with official documents or business records, detailed case notes, or signed

attestation (self, third party) utilizing the forms included in the Statewide Policy and Procedure Manual, form #2. The documentation is kept in the participants file while on the waiting list, or ineligible of the waiting list, in the program and after leaving the program.

- (4) ***Maintains documentation of terminations and reasons for terminations:*** The Director of SCSEP follows the Grantee's U.S. DOL-approved policy regarding termination situations which is implemented statewide with the Grantee oversight. The Director follows the termination policy regarding documentation utilizing the participant corrective action and warning regarding termination for cause. The warning process is as follows: The Written Documentation of Corrective Action, Warning Letter and Final Termination Letter giving 30 days notice and a copy of our grievance procedures. All documentation of termination process is kept in the participants file. This source of documentation can be found in our Policy and Procedure Manual, form #6.

If the termination is due to durational limit, the Director follows the Statewide policy PY2013 Service Specifications as follows: Approximately twelve (12) months prior to a participant's durational limit date, the Director of SCSEP will triage and categorize the participant as being in one of the following three groups: those with good unsubsidized job potential; those with reasonable unsubsidized job potential; and those who will most likely never achieve unsubsidized placement. Each participant will receive an in-person assessment with the Director during the transition period. After the individual receives his or her assessment 12 months before the durational limit, the transitional IEP that is developed during the assessment will be implemented. Also, an individual reassessment will also be accomplished six (6) months before the durational limit date (or sooner, if needed); and, the transitional IEP will be updated during the reassessment(s). At the three (3) month point prior to each participant's durational limit; the Director of SCSEP will meet with the participant to ensure that ongoing transitional activities and documentation are adequate and appropriate. Thirty days prior to the participants 48 month cap of reaching their durational limit, the participant will receive a 30 day official notice, and attaching a copy of

the Statewide Grievance Procedures. All documentation is kept in the participant's file. All notices are found in the Statewide Policy and Procedure Manual, form #18 and 19.

(5) ***Maintains records of grievances and outcomes:*** The Director of SCSEP the Statewide Policy found in the Statewide Policy and Procedure Manual under (forms #36). This policy states "All grievances and rendered decisions are kept on file in the appropriate Sub-grantee Program Office and are available for review by authorized officials such as the Grantee and U.S. DOL. The process for documenting receipt of written grievances is to annotate a Grievance Log that is maintained by each Sub-grantee Program Manager."

(6) ***PY 2013 Service Specifications: Appendix B. Maintains records required for data validation:*** The Director of the SCSEP program will follow the guidelines specified in the US Department of Labor/SCSEP Data Collection Handbook in regard to record documentation. All guidance and information received from U.S. DOL is received and followed in regard to maintaining records required for data validation. The program files are maintained according to US DOL/DHSS specifications and requirements.

(7) ***Maintains documentation of monitoring reports (such as audits, Grantee monitoring and annual host site security evaluations):***

MMC will contract with a private accounting firm to perform an annual audit, including the SCSEP program. Audits will be performed in accordance with generally accepted accounting practices and will comply with the U.S. General Accounting Office guidelines, Circular A-133; audit guides issued by the U.S. Department of Labor; and other Federal and State laws, regulations and guidelines. Audit findings will be documented, resolved, and communicated to the Grantee within 30 days of closure. All current contract year monitoring reports are kept in the current Statewide Policy and Procedure Binder with the policy contract. The host agency safety evaluations on all Host Sites are conducted annually and are kept in a separate file alongside the annual Letter of Agreements and the Statewide SCSEP Policy on Supervisory In-Kind Contributions.

(X) ***Data Collection and Reporting:***

- (1) The Director will capture and follow compliance guidelines directed by Program Grantee, ETA administrative issuances (TEGL's, US DOL Data Collection Handbook, Internet postings on Ask the Experts and SCSEP-Help and Workforce3one Web Sites) and through and Programmatic Assurances.
- (2) The Data collection forms utilized through this office and entered in SPARQ will be accessed through www.charteroakgroup.org for each Participant, Community Service Assignment, Exit, Unsubsidized Employment and Survey documentation. The Director will access and utilize the performance reports through SPARQ on a regular basis to review follow-up dates of employment documentation, IEP, Recertification, Safety Consultation, Volunteerism and Physical Waiver timelines. The Director will also access the QPR review at least twice weekly to check the following reports: Data Quality Report and Rejects to correct errors in a timely manner by addressing issues by e-mail to help@scsep-help.com, or will contact the Grantee for guidance to resolve an issue. The Director will regularly check the Charter Oak Group, Workforce3one and SPARQ websites for updates concerning forms, guidelines, or procedures, and access the Charter Oak Group SCSEP forum to ask or review questions in regard to the SCSEP program.
- (3) **Familiar with the latest instructions for data collection:** The Director will access the following websites on a regular basis for updates to instructions for data collection: workforce3one, SCSEP-Help, The Charter Oaks Group, LLC., Ask the Experts, SPARQ and any update to the Federal Register Department of Labor final rule and regulations.
- (4) **Ensures accurate and complete data are entered into SPARQ data base:** The Director will utilize the forms provided through Charter Oaks Group, LLC to input data into SPARQ as information is collected. To be certain of accurate data, the Director will check official documents (i.e. Social Security Card and Driver's License/Identification Card) for accuracy of forms prior to input of the SPARQ system. The Director will refresh documentation entered into SPARQ for forms and durational limit data to check for completion of data.

(5) The President of the Modern Maturity Center will turn over all data files in the specified format as well as hard copy case files are turned over to the Grantee if or when the sub-grantee ceases to administer SCSEP. Should the need arise to transfer some or all of the Participants to new grantees or sub grantees, the following steps will be followed:

(1) MMC will notify participants in writing of such transfers in line with a timeframe provided by the Grantee.

(2) Participant files will be transferred at the appropriate time.

(3) Any participant wishing to seek unsubsidized employment rather than transfer will be given job assistance and alternative training priority.

(4) MMC will conduct individual and group meetings to explain the transfer process and answer questions.

(5) Final pay will be available by mail or on site at MMC no later than two weeks after a transfer.

(6) In addition to the procedures above, if the need arises to transfer participants from MMC to another sub grantee, both sub grantees would cooperate to insure a smooth transition of participants, the data collection system, equipment, and support activities. Managing any such transition would be the responsibility of the Director.

We understand the contract between the Department and MMC will consist of the Department boilerplate, Division requirements and our completed Request for Proposal (RFP).

(6) The President of the Modern Maturity Center is responsible for all necessary training a new sub-grantee receives upon hire to ensure accuracy of programming documentation and maintaining program files consistency within the guidelines of the grant contract and programmatic assurances.

(Y) 20 CFR 641.600 Subpart G, Performance Measures:

(1) The Director of SCSEP will utilize all tools including QPR, Mathematica and critical management reports to analyze progress and update specific measures entering timely

employment follow-up data, training hours, and most in need documentation, in SPARQ to achieve goals defined and communicated through the Program Monitor. The following performance measures are the goals of the Kent County SCSEP program: Community Service 86.7%, Common Measures Entered Employment: 44.6%, Common Measures Employment Retention: 78%, Common Measures Average Earnings: 6974, Service Level: 167.8% and Service to Most in Need: 2.58%. The programs current performance is: **Entered Employment:** Entered Employment @ 75%, Retention: @ 90.9%, Average Earnings: @ \$9661, Service Level: @ 165.5%, Community Service: @ 75.5% , Most In Need: @ 2.13. The Director is working with the Veterans Rep, Vocational Rehabilitation Specialists and Department of Labor's Administration Specialist to target a higher category participant that is most in need to improve Kent Counties Performance.

- (2) The President of the Modern Maturity Center and Director realize that the preliminary grant award amount will be modified upon approval of being awarded Grant Contract for PY2014 and then each year thereafter. Kent County SCSEP will strive to meet all set performance measures, subject to change during renegotiations. These goals will be accomplished by following the Plan of Action closely.



Purchase Order

Dispatch via Print

STATE OF DELAWARE

Division of Accounting
Department of Finance
820 Silver Lake Boulevard Suite 200
Dover DE 19904
United States

Vendor: 0000024780
MODERN MATURITY CENTER
1121 FORREST AVE
DOVER DE 19904

Purchase Order	Date	Revision	Page
STATE-0000341220	07/18/2016		1
Payment Terms	Freight Terms	Ship Via	
DUE NOW	Destination	Common Car	
Buyer	Phone		
Sunga, Joanne			

Ship To: HSS173
Div Svcs for Aging & Adults with Physical Disabili
Dept of Health & Social Services - H Holloway Camp
1901 N DuPont Highway - Main Building 1st Floor
New Castle DE 19720
United States

Attention: Not Specified

Bill To: Div Svcs for Aging & Adults with Physical Disabili
Dept of Health & Social Services - H Holloway Camp
1901 N DuPont Highway - Main Building 1st Floor
New Castle DE 19720
United States

Conditions and Instructions to Vendor:

1. Acceptance of this Purchase Order is agreement to accept payment by credit card, ACH or by check at the State's option.
2. All prices F.O.B. destination unless otherwise indicated.
3. This order and the performance thereof shall be construed and governed in accordance with the laws of the State of Delaware.
4. Separate invoices must be submitted for each order. Submit invoice in triplicate.
5. Any price changes must be agreed to by the Ordering Agency prior to submitting invoices.
6. Purchase Order not valid unless signed by Secretary of Department of Finance or designee or under \$5000.00 or marked emergency.

Tax Exempt ID: 516000279

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	SCSEP		1.00	EA	1.00	1.00	07/18/2016

Schedule Total 1.00

Item Total 1.00

Total PO Amount 1.00

Authorized Signature

Original On File

DSAAPD CONTRACT MANAGEMENT ROUTING SHEET

CONTRACT INITIATOR	Maxwell A. Amoako
SERVICE	Senior Community Service Employment Program
CONTRACTOR/PROVIDER NAME	Modern Maturity Center, Inc.
CONTRACT AMOUNT	\$355,022.00
CONTRACT AMOUNT BREAKDOWN BY FUNDING SOURCE	\$355,022.00 Title V
Separate amounts if there is more than one funding source	
CONTRACT SERVICE PERIOD	July 1, 2016 - June 30, 2017
CONTRACT NUMBER	35-1400-2017-16

Initial/Date	Task
MA 04/27/16	1. Contract/amendment prepared by Contract Initiator & the appropriate Contract Checklist completed. * If this is a new contract, contact DSAAPD Fiscal Administrative Officer for a new contract number and confirm funding source. ** If this is an amendment, contact DSAAPD Fiscal Administrative Officer for funding approval of the proposed amendment changes Fiscal request should include: VENDOR / SERVICE / FUNDING AMOUNT / CONTRACT DATES
MA 04/27/16	2. Contract Initiator completes a Exclusion review of provider using the SAM.gov website ** go to sam.gov website, choose the Search Records option Type in your provider's legal name in the first section and press Search . Print the results page and include in the contract packet. * NOTE - Print two (2) copies of results page if the contract will need the Department's Signature (see Dept. Approval Section below)
MA 04/27/16	3. Contract/amendment entered and Level I approved in CATS by Contract Initiator. Record CATS Sys Doc #: 019594-0001-0000 ** System Document # is found on the CONTRACT INFO tab of CATS entry
MA 04/28/16	4. Contract/amendment is sent to Contractor/Provider for review and sign signature pages.
4/28	5. Contractor/Provider returns signed contract/amendment returned to Contract Initiator
4/28	6. Contract Initiator creates adequate copies of the contract utilizing the appropriate boilerplate *NOTE: if the contract REQUIRES the Department Signature, you MUST create a signature line for the Dept. Secretary and create an extra hard copy of the contract for Procurement (see Dept. Approval Section below) **Attach "Sign Here" stickers to the signature page on each copy of the contract/amendment
4/28	7. Contract/amendment submitted to Frank Jones for 2nd Level CATS review & approval
4/29	8. 2nd Level CATS review & approval completed by Frank Jones, then submits the contract/amendment to DSAAPD CFO for review
4/29	9. DSAAPD CFO reviews contract/amendment and then submits to DSAAPD Director for CATS 3rd level review & approval
4/29	10. Contract/Amendment 3rd Level CATS approval and contract signature completed by Director **If the contract/amendment requires Dept. approval, the Certification Page and Contract review sheet must be printed from CATS and signed by the Director or designee. (see Dept. Approval Section below)
4/29	11. If the contract REQUIRES the Dept. signature (see Dept. Approval Section below) the contract is forwarded to Frank Jones
4/29	12. If the contract DOES NOT require the Dept. signature (N/A-Delegation Agreement) the contract is forwarded to Dava Newnam
4/29	13. (IF APPLICABLE)-Contract/amendment, signed Certification sheet, & Contract Review sheet are sent for Dept. Secretary signature. **Do not send the contract folder or this routing sheet with the contract/amendment to Procurement
4/29	14. (IF APPLICABLE) Dept. Secretary signed contract/amendment returned to Frank Jones from Procurement
CA 9/30	15. Purchase Order (PO) completed by fiscal office contract/amendment submitted to Frank Jones
9/10/16	16. Frank Jones sends an email to the Contract & Procurement Administrator with PO numbers to be added to CATS entry **Include the DSAAPD contract # and SysDoc# from CATS in the email for each contract. *** This step in ONLY completed if this is a NEW CONTRACT (Amendments will utilize the original PO)
N/A	17. Frank Jones updates the OSD Under-threshold MWV form (CF-028)
9/10/16	18. Frank Jones scans a copy of contract packet to include PO and contract/amendment in DSAAPD shared files (Contracts) and provides the contract/amendment packet and PO to the Contract Initiator.
	19. Contract Initiator provides a copy of approved contract/amendment and original PO to contractor/provider

CONTRACTS MUST HAVE DEPARTMENTAL APPROVAL AND BE SIGNED BY THE DEPARTMENT SECRETARY IF:

A.	They are contracts for management consulting
B.	They replace contracts that were discontinued for unsatisfactory performance or cost considerations
C.	They are with existing State employees or former State employees who left State service less than two (2) years ago
D.	They are with individuals who are expected to perform a full-time, ongoing task similar to that of an FTE
E.	They are contracts or Memoranda of Agreement (MOA) with State agencies outside of DHSS
F.	They deviate from a standard boilerplate
G.	The contract has an active waiver letter signed by the Department Secretary
H.	They have a duration of more than two (2) years
I.	The contract amount is greater than \$500,000 **If it's an amendment, if the total amount of the contract is greater than \$500,000
J.	The contract requires IRM review (i.e. contains language of technology to be utilized)

CONTRACT CHECKLIST – CONTRACT RENEWAL

PROGRAM NAME	Senior Community Service Employment Program
CONTRACTOR NAME Use formal business name	Modern Maturity Center
CONTRACT NUMBER Insert contract number provided by DSAAPD Fiscal	35-1400-2017-16

Appendix

N/A	Department Boilerplate
A	Divisional Requirements
B	Business Associate Agreement - Required if the contractor has access to the participant's private health information
C	Program Assurances
D	On Job Experience (OJE) Policy
E	Contract Budget (NOTE - Title III must have a 10% match documented)
F	DSAAPD Policy Manual for Contracts (Must designate the following message in the Appendix section on the Department boilerplate: Included by Reference - Link to DSAAPD Policy Manual for Contracts: http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf
N/A	DSAAPD Policy Manual for Contracts – Nutrition (if applicable) - Must designate the following message in the Appendix section on the Department boilerplate: Included by Reference - Link to DSAAPD Policy Manual for Contracts - Nutrition: http://www.dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf
G	The Request for Proposal "included by reference" PSCO (RFP) # 13-053 (when applicable)
H	Work Plan prepared by provider. Required for all contracts. If the provider does not include a new plan, make a copy of the current plan and attach it. If a new plan is submitted, make sure the provider did not change anything unless they discussed it with you and you agreed to the changes.
The following documents must be included with the contract submission packet (folder), but are not to be included within the contract. Place an "X" to indicate that the documents are included or a "N/A" to indicate that the document is not applicable to this contract. If any of the required documents are not included, a note must be attached with an explanation.	
N/A	Professional License – (if applicable)
X	Business License OR proof of 501C (Non-Profit) Status – (this is applicable if there is NO Professional License required for service.)
X	Insurance Certificate – (Must be current and list DSAAPD as Certificate Holder – In not event shall the State of Delaware be named as an additional insured on the insurance policy.)
X	Emergency Contact – Please include the e-mail address of provider's Program contact – <u>Donna Heller</u> , employment@modern-maturity.org
X	A-133 Statement of Audit Eligibility (Completed FORM CF-004) *NOTE: If Provider signs under Section A on the A-133 form, the provider must provide a copy of their A-133 audit letter.
X	Providers DUNS # - <u>079499653</u> http://www.dnb.com/get-a-duns-number.html
X	Verification of Provider's good standing – include website printout of finding using sam.gov (Please include two (2) copies of the form if the contract will need to be signed by the Dept. Secretary)
X	Verification that Minority, Woman, or Veteran (MWV) business solicitation - applicable for NON-RFP (under threshold) services. Must search for business at: http://gss.omb.delaware.gov/osd/certdir.asp Please supply the following from e-mail or phone contact: 1. Vendor contact name: 2. Vendor phone: 3. Vendor e-mail:

Address any reply to:

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Department of the Treasury

E. O. Determination Section

P. O. Box 1337

Scranton, Penna. 18501

District Director

Internal Revenue Service

Date:

In reply refer to:

NOV 15 1973 AU:2112:ERJ



Dover Modern Maturity Center, Inc.
2 South Bradford Street
Dover, Del. 19901

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(a)(1)(A)(vi).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

Original On File

6-
Alfred L. Winston
District Director

Certification of Tax Exempt Status

Form L-178 (Rev. 7-71)

Internal Revenue Service

District
Director

Baltimore District

Department of the Treasury

31 Hopkins Plaza
Baltimore, Maryland 21201

Wolzen University Center, Inc.
18 Greenfield Avenue
Dover, DE 19901

Person to Contact:
EP/EO Tax Examiner

Telephone Number:
(301) 962-6058

Refer Reply to:
EP/EO:TPA
Room 1618

Date: 7/23/90

Dear Sir/Madam:

This is in response to your inquiry dated July 23, 1990, requesting a copy of the letter which granted tax exempt status to the above named organization.

Our records show that the organization was granted exemption from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code effective March, 1969. We have also determined that the organization is not a private foundation because it is described in section(s) 509(a)(1) + 170(b)(1)(A)(vi).

Donors may deduct contributions to you under section 170 of the Code.

A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

Because this letter could help resolve any questions about your exempt status, it should be kept in your permanent records.

Sincerely yours,

Original On File

Full Brand
District Director

Internal Revenue Service

Department of the Treasury

District
Director

Baltimore District

31 Hopkins Plaza, Baltimore, Md. 21201

▷ *The Modern Maturity Center, Inc.*
1121 Forrest Avenue
Dover, Delaware 19901

P. O. Box 13163
Room 1618
Baltimore, Maryland 21203
ATTN: EP/EO:TPA Unit

Date: *February 28, 1991*

Dear Sir/Madam:

The following information regarding your address change is furnished in response to your letter dated *February 6, 1991*.

Our files now indicate the address of the organization as mentioned above.

Because this letter shows your current address, it should be kept in your permanent records with your exemption letter.

Sincerely yours,

Original On File

H. J. Nightower
District Director



CERTIFICATE OF LIABILITY INSURANCE

MODER-3

OP ID: AH

DATE (MM/DD/YYYY)

04/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L & W Insurance Agency P.O. Box 918 Dover, DE 19903 David Sciortino	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Modern Maturity Center 1121 Forrest Ave Dover, DE 19904	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Companies	10677
	INSURER B : ACE American Ins Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SCS0006476	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SCA0006476	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			SCS0006476	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			6S62UB-5B40924-0-13	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab.			SCS0006476	03/01/2016	03/01/2017	Prof Liab 3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**


DSAAP-1

DSAAPD, Division of Aging
1901 N. Dupont Highway
Main Bldg, 1st Floor Annex
New Castle, DE 19720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Statement of A-133 Audit Eligibility</p>
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ALL PROVIDERS must sign either Statement (a) or (b) and return this form.

- (a) My organization is required to have an A-133 audit based on federal requirements as described below under **FEDERAL A-133 AUDIT REQUIREMENT***.

(My organization's fiscal year may not coincide with the DSAAPD fiscal year; therefore this request may include the A-133 audit from the current contract year and/or the previous contract year. Two (2) audit years may be required to compensate for the difference/overlap in fiscal years.)

<p>Modern Maturity Center</p>	<p>Original On File</p>
<p>Agency Name</p>	<p>Agency Representative</p>
<p>My Organization's Fiscal Year Begins</p>	<p>President/CEO</p>
<p>July 1, 2016</p>	<p>Title</p>
<p></p>	<p>4/22/2016</p>
<p></p>	<p>Date</p>

- (b) My organization is **not** required to have an A-133 audit based on the federal requirement as described below under **FEDERAL A-133 AUDIT REQUIREMENT***.

<p>Agency Name</p>	<p>Agency Representative</p>
<p></p>	<p></p>
<p></p>	<p>Title</p>
<p></p>	<p></p>
<p></p>	<p>Date</p>

*** FEDERAL A-133 AUDIT REQUIREMENT:** All state, local governments and non-profit agencies that have \$500,000 or more in federal funding for all contracted programs are required by the Federal Government to have an A-133 audit. This total includes federal funds received from DSAAPD and non-DSAAPD entities whether within or outside the state of Delaware.

If your agency meets the above A-133 requirements and is receiving Older Americans Act (OAA) or Social Service Block Grant (SSBG) funds from the Division, you are required to provide a copy of your A-133 audit with this form.

If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings.



WHISMAN GIORDANO

CERTIFIED PUBLIC ACCOUNTANTS

Regulating Extrajurisdictional Relationships

INDEPENDENT AUDITORS' REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The Modern Maturity Center, Inc.
Dover, Delaware

We have audited the financial statements of The Modern Maturity Center, Inc. as of and for the year ended December 31, 2014, and have issued our report thereon dated July 31, 2015, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Original On File

July 31, 2015
Newark, Delaware

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 079499653

Functional Area: Entity Management, Performance Information

ENTITY	MODERN MATURITY CENTER, INC	Status:Active
---------------	-----------------------------	---------------

DUNS: 079499653	+4:	CAGE Code: 1E8A9	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: Nov 15, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
-------------------------------	---------------------------	------------------------------

Address: 1121 FOREST AVE

City: DOVER

ZIP Code: 19904-3308

State/Province: DELAWARE

Country: UNITED STATES

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 079499653

Functional Area: Entity Management, Performance Information

ENTITY	MODERN MATURITY CENTER, INC	Status:Active
---------------	-----------------------------	---------------

DUNS: 079499653	+4:	CAGE Code: 1E8A9	DoDAAC:
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Expiration Date: Nov 15, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
-------------------------------	---------------------------	------------------------------

Address: 1121 FOREST AVE

City: DOVER

ZIP Code: 19904-3308

State/Province: DELAWARE

Country: UNITED STATES

Delaware.gov

(<http://www.delaware.gov>) | Text Only

([http://www.delaware.gov/egov/portal.nsf/allfiles/txt/\\$file/portal.htm](http://www.delaware.gov/egov/portal.nsf/allfiles/txt/$file/portal.htm))

Governor (<http://governor.delaware.gov>) | General Assembly (<http://legis.delaware.gov>) | Courts (<http://courts.delaware.gov>) |

Elected Officials (<http://www.delaware.gov/egov/portal.nsf/portal/yourgovernment>) | State Agencies

(http://www.delaware.gov/egov/portal.nsf/portal/agencylist_alpha)

(<http://www.Delaware.gov>)

(<http://www.delaware.gov/egov/portal.nsf/portal/multimediamphotos>)

Your Search...



Phone Numbers

Mobile

Help

Size Print Email

(<http://phonedirectory.delaware.gov>)

(<http://mobile.delaware.gov/>)

(<http://portal.delaware.gov/help/>)

Office of Management and Budget (<http://www.omb.delaware.gov/>) : Government Support Services (<http://gss.omb.delaware.gov>) : Office of Supplier Diversity (<http://gss.omb.delaware.gov/osd/>) : Directory Search (/index.shtml)

HOME

(<http://gss.omb.delaware.gov/osd/index.shtml>)

Director's Letter

(<http://gss.omb.delaware.gov/osd/letter.shtml>)

About Agency

(<http://gss.omb.delaware.gov/osd/aboutagency.shtml>)

FAQs

(<http://gss.omb.delaware.gov/osd/faqs.shtml>)

Employment

(<http://statejobs.delaware.gov>)

Contact Information

(<http://gss.omb.delaware.gov/osd/contact.shtml>)

SERVICES

(/services/services.shtml)

Beneficial Business Events

(<http://gss.omb.delaware.gov/osd/calendar.shtml>)

Certification

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

Recertification

(<http://gss.omb.delaware.gov/osd/recertify.shtml>)

Contractor Registration Application

(http://gss.omb.delaware.gov/osd/docs/contractor_registration_formE.pdf)

Directory of Certified Businesses

(<http://directory.osd.gss.omb.delaware.gov/>)

INFORMATION

(/information/information.shtml)

2nd Tier Reporting Form

(http://gss.omb.delaware.gov/osd/docs/subcontracting_report.xls)

DE Certification Flowchart

(http://gss.omb.delaware.gov/osd/docs/certification_flow_chart.pdf)

Informational Video Series

(http://gss.omb.delaware.gov/osd/video_series.shtml)

Newsroom & Spend Reports

(<http://gss.omb.delaware.gov/osd/newsroom.shtml>)

SDC Meeting Minutes

(<http://gss.omb.delaware.gov/osd/sdc.shtml>)

Strategies for Success Presentation

(http://gss.omb.delaware.gov/osd/docs/strategies_for_success_101612.pdf)

Supplier Diversity Plans

(<http://gss.omb.delaware.gov/osd/supplierdiversity.shtml>)

Under Threshold Form

(<http://gss.omb.delaware.gov/osd/docs/under-threshold-form.xls>)

Keyword Search Results

Helpful Search Tips (search-help.shtml)

Search

Search

OSD Office of Supplier Diversity SBF Small Business Focus

0 search result(s) for: Senior Community Service Employment Program

No Vendor Found Matching Your Search Criteria

Please review these Helpful Search Tips (</search-help.shtml>) and try your search again. If you still are unable to find what you are searching please contact the Office of Supplier Diversity (<http://gss.omb.delaware.gov/osd/contact.shtml>) directly at 302.857.4554.



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No.35-1400-2017-15
CATS Sys Doc ID #021362-0000-0000

PROFESSIONAL SERVICES AGREEMENT For

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

This Professional Services Agreement ("Agreement") is entered into as of July 1, 2016 and will end on June 30, 2017, by and between the State of Delaware, Department of Health & Social Services, **Division of Services for Aging & Adults with Physical Disabilities** ("Delaware"), and **National Able Network, Inc.** (the "Vendor"), with offices at 567 W. Lake St Ste. 1150, Chicago, IL 60661-1405

WHEREAS, Delaware desires to obtain certain services for: **Senior Community Service Employment Program**

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. **Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as **Appendix G; (RFP) #13-053** and (c) **Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix H**. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it

shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from **July 1, 2016** through **June 30, 2017**.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C (Program Assurance) & D, (On-Job Experience). The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix E (Contract Budget).
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C, Program Assurance will not exceed the fixed fee amount of **\$887,555**. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.8. Invoices shall be submitted to: maxwell.amoako@state.de.us

3. Responsibilities of Vendor.

3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
SCSEP	Grace Powers	Vice President of Senior Svs.	5%
SCSEP	Vacant	Program Manager	100%
SCSEP	Vacant	Career Coach	100%%

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A project schedule is included in **Appendix H**.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in **Appendix E**.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
 - 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
 - 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
 - 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
 - a. Copies of reports, surveys, records, and other pertinent documents;
 - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.
- Vendor shall return any original data provided by Delaware.
- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
 - 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
 - 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
 - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

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

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

13. Termination.

13.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3. If termination for default is effected by Delaware, Delaware will pay Vendor 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 Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor'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 Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of

Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

15.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

15.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

19. Complete Agreement.

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement

shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

21. Insurance.

21.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or

- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions..

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building -- (Room 137)
New Castle, DE. 19720
Attn: Maxwell A. Amoako

VENDOR:

National Able Network, Inc.
567 W. Lake Street -- Suite 1150
Chicago, IL. 60661

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Original On File

For the State of Delaware:

Division of Services for Aging & Adults with Physical
Disabilities (DSAAPD)

Original On File

Witness

Lisa Bond
Director, DSAAPD

6/15/16
Date

Original On File

For the Contractor:

National Able Network, Inc.

Original On File

Witness

6/15/2016
vp Finance & CFO

Name

PRESIDENT & CEO

6/15/2016
Date

**STATE OF DELAWARE
DEPARTMENT OF HEALTH & HUMAN
SERVICES**

Original On File

Original
On File

Rita M. Landgraf
Secretary

6/16/16
Date

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 10/21/15

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.

1. The contractor agrees to comply with all policies and procedures contained within the *DSAAPD Policy Manual for Contracts*, which is hereby included by reference.
2. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. The contractor agrees to submit quarterly (or monthly) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the *DSAAPD Policy Manual for Contracts* policies Q and S. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
5. The contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.
6. If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.
7. The contractor agrees to acknowledge the Division of Services for Aging and Adults with Disabilities as a funding source in all publicity about the project.
8. 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 lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
9. The contractor acknowledges that no state or federal funds may be requested unless the contractor has the local resources to meet the required match, if applicable. These resources may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.
10. In cost reimbursement contracts, any funds paid by the Division to the contractor, in excess of actual expenditure, incurred and paid by the contractor, must be returned to the Division.

11. Any changes in the line items of a cost reimbursement budget must be in compliance with the DSAAPD *Policy Manual for Contracts* Policy F. Non-compliance will result in a disallowed cost and audit finding.
12. The period of notice required for the Contractor to terminate or to not renew this agreement without cause is extended to ninety (90) calendar days with written notice to the Division pursuant to Item 13 of the Department boilerplate.
13. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.
14. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan upon request.
15. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
16. The contractor of an Older Americans Act program acknowledges that the total cost of the contract, excluding program income, must include a 10% match of non-DSAAPD resources (e.g. local cash and/or in-kind that is provided by the contractor). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: *HIPPA Business Associate Agreement*

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides **Senior Community Service Employment Program** for Covered Entity pursuant to a contract **July 1, 2016** and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information ("PHI") to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.

2. **Obligations and Activities of Business Associate.** To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:

(a) **Use or Disclosure.** Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.

(b) **Specific Use of Disclosure.** Except as otherwise limited by this BAA, Business Associate may:

- (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;
 - (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) **Minimum Necessary.** Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) **Safeguards.** Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) **Agents and Subcontractors.** Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

(f) **Reporting.** Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.

(i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.

(ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.

(ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.

(g) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.

(h) **Audits and Inspections.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.

(i) **Accounting.** Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.

(j) **Designated Record Set.** While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:

(i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

(ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.

(k) **HITECH Compliance Dates.** Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. **Obligations of Covered Entity.**

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. **Term and Termination.**

- (a) **Term.** This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.
- (b) **Termination Upon Breach.**
 - (i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.
- (c) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.
 - (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate

agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.

(iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. **Miscellaneous.**

(a) **Regulatory References.** A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Amendment.** The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.

(c) **Method of Providing Notice.** Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.

(d) **Parties Bound.** This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

(e) **No Waiver.** No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

(f) **Effect on Master Agreement.** This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.

(g) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities

Covered Entity (DSAAPD)		Business Associate (Contractor)	
Original On File		Original On File	
By: _____	By: _____		
Name: <u>Lisa Bond</u>	Name: <u>Grace Powers</u>		
Title: <u>Director</u>	Title: <u>President & CEO</u>		
Date: <u>6/8/16</u>	Date: <u>May 17, 2016</u>		

APPENDIX C: *Program Assurance*

PROGRAMMATIC ASSURANCES FOR PY 2016 FUNDS

You must certify that you will conform to these assurances throughout the period of the grant by checking each of the assurances below. These assurances apply fully to any sub-recipient, local project, or grantee staff involved in the delivery of services.

You agree to:

Recruitment and Selection of Participants

- ☒ Develop and implement methods to recruit and select eligible participants to assure maximum participation in the program.
- ☒ Use income definitions and income inclusions and exclusions for SCSEP eligibility, as described in [TEGL No. 12-06](#), to determine and document participant eligibility.
- ☒ Develop and implement methods to recruit minority populations to ensure at least proportional representation in your assigned service area.
- ☒ Develop and implement strategies to recruit applicants who have priority of service as defined in OAA section 518(b) (1)-(2) and by the Jobs for Veterans Act (JVA).
Individuals with priority include those who:
 - Are covered persons in accordance with the JVA (covered persons who are SCSEP-eligible must receive services instead of or before non-covered persons);
 - Are 65 years or older;
 - Have a disability;
 - Have limited English proficiency;
 - Have low literacy skills;
 - Reside in a rural area;
 - Have low employment prospects;
 - Have failed to find employment after utilizing services provided through the One-Stop Delivery System;
 - Are homeless or are at risk for homelessness.

Assessment

- ☒ Assess participants at least twice per 12-month period.
- ☒ Use assessment information to determine the most appropriate community service assignments (CSAs) for participants.

Individual Employment Plan (IEP)

- ☒ Establish an initial goal of unsubsidized employment for all participants.
- ☒ Update the IEP at least as frequently as assessments occur (twice per 12-month period).
- ☒ Modify the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear that unsubsidized employment is not feasible.
- ☒ For participants who will reach the individual durational limit or would not otherwise achieve unsubsidized employment, include a provision in the IEP to transition to other services.
- ☒ Rotate participants to a new host agency (or a different assignment within the host agency) based on a rotation policy approved by DOL in the grant agreement and only

when an individualized determination determines that the rotation is in the best interest of the participant. Such rotation must further the acquisition of skills listed in the IEP.

Community Service Assignment (CSA)

- ☒ Base the initial CSA on the assessment done at enrollment.
- ☒ Select only designated 501(c)(3) organizations or public agencies as host agencies.
- ☒ Put in place procedures to ensure adequate supervision of participants at host agencies.
- ☒ Ensure safe and healthy working conditions at CSA through annual monitoring.

Recertification of Participants

- ☒ Recertify the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.

Physical Examinations

- ☒ Offer physical examinations to participants upon program entry, and each year thereafter, as a benefit of enrollment.
- ☒ Obtain a written waiver from each participant who declines a physical examination.
- ☒ Not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

Host Agencies

- ☒ Develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment.
- ☒ *Maintenance of Effort:* Ensure that CSAs do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. You must specifically ensure that CSAs do not:
 - Displace currently-employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits).
 - Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
 - Assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Orientation

- ☒ Provide orientations for its participants and host agencies, including information on:
 - Project goals and objectives
 - Participant rights and responsibilities
 - CSAs
 - Training opportunities
 - Available supportive services
 - Availability of free physical examinations
 - Host agencies

- ☒ Local staff must address the topics listed above and provide sufficient orientation to applicants and participants on:
- SCSEP goals and objectives
 - Grantee and local project roles, policies, and procedures
 - Documentation requirements
 - Holiday and sick leave
 - Assessment process
 - Development and implementation of IEPs
 - Evaluation of participant progress
 - Health and safety issues related to each participant's assignment
 - Role of supervisors and host agencies
 - Maximum individual duration policy, including the possibility of a waiver, if applicable
 - Termination policy
 - Grievance procedure

Wages

- ☒ Provide participants with the highest applicable required wage (highest of Federal, state, or local minimum wage) for time spent in orientation, training, and community service assignments.

Participant Benefits

- ☒ Provide workers' compensation and other benefits required by state or Federal law (such as unemployment insurance), and the costs of physical examinations.
- ☒ Establish written policies relating to compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays.
- ☒ Establish written policies relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program.
- ☒ Not use grant funds to pay the cost of pension benefits, annual leave, accumulated sick leave, or bonuses.

Procedures for Payroll and Workers' Compensation

- ☒ Make all required payments for participant payroll and pay workers' compensation premiums on a timely basis.
- ☒ Ensure that host agencies do not pay workers' compensation costs for participants.

Durational Limits

Maximum Average Project Duration – 27 Months

- ☒ Maintain average project duration of 27 months or less, unless ETA approves an extension to 36 months.

Maximum Individual Participant Duration – 48 Months

- ☒ Allow participants to participate in the program no longer than 48 months (whether or not consecutively), unless your approved policy allows for an extension and the participant meets extension criteria.

- ☒ Notify participants of your policy pertaining to the maximum duration requirement, including the possibility of an extension if applicable, at the time of enrollment and each year thereafter, and whenever ETA has approved a change of policy.
- ☒ Provide 30-day written notice to participants prior to durational limit exit from the program.

Transition Services

- ☒ Develop a system to transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired.

Termination Policies

- ☒ Provide a 30-day written notice for all terminations that states the reason for termination and informs the participants of grievance procedures and right to appeal.
- ☒ Maintain written termination policies in effect and provide to participants at enrollment for:
 - Provision of false eligibility information by the participant
 - Incorrect initial eligibility determination at enrollment
 - Income ineligibility determined at recertification
 - Participant has reached individual durational limit
 - Participant has become employed while enrolled
 - IEP-related termination
 - Cause (must be approved by the ETA prior to implementation)

Equitable Distribution

- ☒ Comply with the equitable distribution (ED) plan for each state in which grantee operates and only make changes in the location of authorized positions within a state in accordance with the state ED plan and with prior ETA approval.
- ☒ Comply with the authorized position allocations /ED listed in www.scseped.org.
- ☒ Collaborate with all grantees authorized to serve in your state to achieve compliance with authorized positions while minimizing disruption to the participants.

Over-Enrollment

- ☒ Manage over-enrollment to minimize impact on participants and avoid layoffs.

Administrative Systems

- ☒ Ensure representation at all ETA-sponsored required grantee meetings.
- ☒ Communicate grant policy, data collection, and performance developments and directives to staff, sub-recipients, and local project operators on a regular basis.
- ☒ Develop a written monitoring tool that lists items you will review during monitoring visits, and provides this tool to sub-recipients and local project operators.
- ☒ Develop an annual monitoring schedule, unless the FPO approves a different standard; notify sub-recipients and local project operators of monitoring plans; and monitor sub-recipients and local project operators on a regular basis.
- ☒ Develop and provide training to increase sub-recipients' and local project operators' skills, knowledge, and abilities.

- ☒ When appropriate, prescribe corrective action and follow-up procedures for sub-recipients and local project operators to ensure that identified problems are remedied.
- ☒ Monitor the financial systems and expenditures, including sub-recipients and local project operators on a regular basis to ensure compliance with cost allocations as specified in the regulations.
- ☒ Ensure that sub-recipients and local project operators receive adequate resources to effectively operate local projects.
- ☒ Train sub-recipients and local project operators on SCSEP financial requirements to help them effectively manage their own expenditures, and provide general financial training as needed.
- ☒ Ensure that all financial reports are accurate and submit them in a timely manner, as required.
- ☒ Ensure full implementation and monitoring of requirements for customer satisfaction surveys, including participant, host agency and employer surveys.
- ☒ Develop a written plan for both disaster response and recovery so that SCSEP may continue to operate and provide services under emergency circumstances.

Collaboration and Leveraged Resources

- ☒ Collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to: workforce investment boards, American Job Centers (One-Stop Centers), vocational rehabilitation providers, disability networks, basic education and literacy providers, and community colleges.

Supportive Services

- ☒ Provide supportive services, as needed, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment.
- ☒ Establish criteria to assess the need for supportive services and to determine when participants will receive supportive services, including after obtaining unsubsidized employment.

Sub-Recipient Selection (If Applicable)

- ☒ In selecting sub-recipients in areas with a substantial population of individuals with barriers to employment, national grantees should give special consideration to organizations with demonstrated expertise in serving individuals with barriers to employment (including former recipients of national grants), as defined in the statute.

Complaint Resolution

- ☒ Establish and use written grievance procedures for complaint resolution for applicants, employees, sub-recipients, and participants.
- ☒ Provide applicants, employees, sub-recipients, and participants with a copy of the grievance policy and procedures.

Maintenance of Files and Privacy Information

- ☒ Maintain participant files for three program years after the program year in which the participant received his/her final follow-up activity.
- ☒ Ensure that all participant records are securely stored by grantee or sub-recipient and access is limited to appropriate staff in order to safeguard personal identifying information.
- ☒ Ensure that all participant medical records are securely stored separately by grantee or sub-recipient from all other participant records and access is limited to authorized staff for authorized purposes.
- ☒ Establish safeguards to preclude tampering with electronic media, *e.g.*, personal identification numbers (PINs) and SPARQ logins.
- ☒ Ensure that the ETA/SCSEP national office is immediately notified by grantee in the event of any potential security breach of personal identifying information, whether electronic files, paper files, or equipment are involved.
- ☒ Comply with and ensure that authorized users under its grant comply with all SPARQ access and security rules.

Documentation

- ☒ Maintain documentation of waivers of physical examinations by participant.
- ☒ Maintain documentation of the provision of complaint procedures to participants.
- ☒ Maintain documentation of eligibility determinations and recertifications.
- ☒ Maintain documentations of terminations and reasons for termination.
- ☒ Maintain records of grievances and outcomes.
- ☒ Maintain records required for data validation.
- ☒ Maintain documentation of monitoring reports for sub-recipients and host agencies.

Data Collection and Reporting

- ☒ Ensure the collection and reporting of all SCSEP required data according to specified time schedules.
- ☒ Ensure the use of the OMB-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ.
- ☒ Ensure at the grantee or sub-recipient level that those capturing and recording data are familiar with the latest instructions for data collection, including ETA administrative issuances, *e.g.*, TEGLs, Data Collection and Data Validation Handbooks, and the Older Worker Community of Practice.
- ☒ Ensure data are entered directly into the WDCS/SPARQ.
- ☒ Legally obligate sub-recipients to turn over complete data files in the specified electronic format, as well as hard copy case files, to the grantee when sub-recipients cease to administer SCSEP.
- ☒ Legally obligate new sub-recipients to enter complete data related to any participants whom they acquire upon becoming sub-recipients, including any participants who are still in the follow-up period.

ATTACHMENT C

If any box is not checked, the grantee must provide information on a separate attachment indicating what specific steps the grantee is taking to conform to those standard grant requirement(s).

By checking the boxes above, I certify that my organization will comply with each of the listed requirements and will remain in compliance for the program year for which we are submitting this application.

Original On File

Signature of Authorized Representative

May 17, 2016

Date

APPENDIX D: *On Job Experience (OJE) Policy*

**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and Adults with Physical Disabilities

Senior Community Service Employment Program On-Job- Experience (OJE) Policy

[illegible]



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Senior Community Service
Employment Program On-Job-
Experience (OJE) Policy**

Introduction

As stated in Older Worker Bulletin No. 04-04, quality training must have a foundation of a good assessment followed by the development of a service strategy which is documented on the Individual Employment Plan (IEP). A good assessment is an ongoing process that lasts throughout a participant's enrollment in SCSEP. The IEP is a decision-making process that utilizes information collected during assessment, including skills, interests, hobbies, barriers, aptitudes, personal preferences, service needs, work history, etc. to function as a roadmap that clarifies the participant's goals, supportive service needs, and the training required to accomplish the training consistent with their IEP.

While community service assignments offer the participant an opportunity to learn needed skills with a realistic timeline, this type of workplace training is often more practical than classroom training. However, in some instances a participant's unsubsidized employment goal may require specific skills that are not attainable through the regular community service assignment. This policy seeks to provide focus for "on-the-job experience" (OJE), which can provide more specific skills than those learned through community service assignments.


Note: This policy contains the following sub-attachments:

- ☐ Sub-Attachment 1 – On-the-Job Experience Pre-Award Review
- ☐ Sub-Attachment 2 – On-the-Job Experience Training Plan
- ☐ Sub-Attachment 3 – On-the-Job Experience Training Reimbursement Contract

Once a participant has completed **two weeks** at a community service assignment, the sub-grantee may elect to provide the participant with OJE training. The SCSEP Sub-grantee must maintain documentation to support the need for the participant's training and the length of training to be provided. Such documentation must include a review of the participant's past work and training history in determining an appropriate length of training. Where a person has related training or experience, more attention must be given to necessity and rationale for the training provided. The Sub-grantee's policy will describe the methods to be used for such documentation

1.0 Negotiating a Contract

- 1.1 The sub-grantee must first negotiate a contract specifying the skills to be learned, timelines and benchmarks to be achieved in order for the participant to be hired permanently by a public or private employer.
- 1.2 The Sub-grantee may choose to offer any of the three OJE placement options under section 2.0 (Reimbursement) 1) Employer may be reimbursed for up to 100% of paid wages if training will last no more than 4 weeks 2) If OJE more than 4 weeks, employer may be reimbursed for up to 50% of paid wages for the cost of providing training, (3) sub-grantee may pay wages of participant directly during OJE at a prevailing wage up to 40 hours a week for up to 12 weeks.

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Senior Community Service Employment Program On-Job- Experience (OJE) Policy</p>
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- 1.3 The contract must stipulate that at the end of the training period, if the participant's OJE has been satisfactory, the participant will be placed or remain on the potential employer's payroll.
- 1.4 Each sub-grantee may exercise the OJE training option with the same employer, but no more than five times per year for the same job category.
- 1.5 Participants will have one (1) OJE per 12 month period
- 1.6 No active Host Agency can be used as OJE

Training Plan

A training plan will be incorporated into each contract with an employer. The training plan will outline the skills to be developed and the methods of developing those skills. Training plans will be individualized based on the participant's needs as reflected in the Individual Employability Plan. The specific content will be tailored to individual participant needs and employer expectations. The training plan will be kept relatively simple but will provide sufficient detail to ensure skill attainment is tracked

2.0 Reimbursement

- 2.1 Employer may be reimbursed for up to 100% of paid wages if training will last no more than 4 weeks.
- 2.2 If OJE more than 4 weeks, employer may be reimbursed for up to 50% of paid wages for the cost of providing training (12 weeks maximum)
- 2.3 Sub-Grantee may pay wages of participant directly during OJE

3.0 Regular Contact

- 3.1 During the OJE training, regular contact must be maintained in order to address any issues, safety concerns, or problems with the employer or the participant. The contact may take place in person, by telephone or e-mail and noted in the participant's case notes. The SCSEP Sub-grantee will describe in their policy the procedures to be followed.

4.0 After Placement Follow-Up

Successful projects tend to place more emphasis on after placement activities than do less successful projects. Many successful projects systematically interview both the (former) enrollee as well as the employer to determine how the placement is working out. Any deficiencies or problems are identified and a plan to remedy the problem(s) is developed and implemented. A critical component of the follow-up is increasing rapport and confidence between the SCSEP project and the employer. Successful projects help the employer understand that the project is invested in *successful* placements – placements where both the employer and enrollee are satisfied. If



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the employer is dissatisfied with the employee's performance, the problem is either resolved to the mutual satisfaction of the employer and the enrollee, or a new placement is arranged. Consequently, the employer is disposed to accept more SCSEP placements in the future – "success breeds success." The SCSEP Sub-grantee will describe in their policy the procedures to be followed.

5.0 Pre- Award Review

- 5.1 The OJE employer must be reviewed on-site prior to the execution of the first training agreement of each year. Understanding that the Sub-grantee can add to their Pre-Award Review, at a minimum, the State requires the review.
- 5.2 To ensure that SCSEP funds are not used or proposed to be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States if the relocation results in any employee losing his or her job at the original location.
- 5.3 To ensure that SCSEP funds are not used or proposed to be used for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
- 5.4 To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area.
- 5.5 To include names under which the establishment does business, including predecessors and successors in interest, and contain the name, title, and address of the company official certifying the information.
- 5.6 To include whether assistance is sought in connection with past or impending job losses at other facilities, including a review of whether WARN notices relating to the employer have been filed.
- 5.7 To ensure this request for training is for a high growth, high demand occupation in the local area targeted industry cluster(s), when possible.
- 5.8 To ensure that Worker's Compensation coverage is provided to employees.
- 5.9 To ensure that the employer has not had any wage and hour or child labor violations during the past 12 months.
- 5.10 To ensure that the training will be conducted with a commitment by the employer to employ an individual on successful completion of the training.
- 5.11 To ensure that the training activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- 5.12 To ensure training is not available in the absence of SCSEP funds.
- 5.13 To ensure the employer has not exhibited a pattern of failing to provide SCSEP enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.



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6.0 Contract Requirements

- 6.1 The contract for the on-the-job experience may be with a public or private employer that is **not** also an active host agency. An active host agency is an organization that currently provides community service work-training assignments to any SCSEP participant
- 6.2 The contract must detail the specific skills to be learned; the training timelines and benchmarks to be achieved; the hours the participant will work each week; and the number of weeks the participant will work for this employer.
- 6.3 The contract must stipulate that the employer will hire or retain the participant in a permanent part-time or full-time position at the end of the training period if the participant has performed satisfactorily.
- 6.4 The contract must stipulate that there will be significant follow-up to resolve unsafe conditions or issues that arise with the employer or the participant.
- 6.5 The contract must stipulate the amount the employer will be reimbursed or the amount the participant will be paid in the OJE training. NOTE: Participants may be paid the prevailing wage while in an OJE training assignment.
- 6.6 The contract must state if the employer or the Sub-grantee will be responsible for workers compensation claims that derive from the participant's participation in the OJE training.
- 6.7 No participant may work for more than 40 hours per week, which includes time spent in a community service assignment if the participant is participating in OJE and community service
- 6.8 OJE training may not exceed 12 weeks in duration per participant
- 6.9 Sub-grantees must retain copies of all OJE contracts in the participant's file and agree to supply such information to DOL or Delaware Division of Services for Aging and Adults with Physical Disabilities upon request.

7.0 Monitoring and Oversight

- 7.1 The sub-grantee must monitor each OJE site at least monthly.
- 7.2 To verify that the participant is receiving the training contracted for at the wages in the agreement, and that the participant is not required to engage in activities prohibited by SCSEP
- 7.3 To review employer records to ensure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation (or the equivalent) insurance.
- 7.4 To evaluate the participant's progress, to document that the training is being provided as outlined in the contract, and for compliance with provisions of the contract. **Participant's progress must be documented in case notes.**
- 7.5 Methods of contact can include on-site visits, phone, or email and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJE contract. **Contact information will be documented in case notes.**

8.0 Occupations for Which OJE Contracts Should Not Be Written

The following should be considered for OJE:

- 8.1 Where an employer would typically be able to train a new employee in the first few days or weeks on the job.
- 8.2 Jobs where the principal source of income is tips, commissions or piecework basis, jobs for commission salespersons, casino or other gambling establishment, aquarium, zoo, golf course,



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swimming pool, seasonal workers, or occupations requiring licensing as a prerequisite for hiring with ARRA/SCSEP formula funds.

- 8.3 Those jobs that are intermittent or seasonal in nature and jobs used to assist, promote, or deter union organization.

9.0 Payments

- 9.1 The employer shall be paid upon the submission of properly prepared invoices submitted at a time specified by the Sub-grantee and for training performed in accordance with the terms and general provisions of the contract. The employer shall be paid an hourly fixed cost as specified in the contract, up to the maximum training hours allowed in the agreement. Reimbursement shall not be claimed for time in which the participant is absent from training. **This includes authorized paid absences such as holidays, sick days or vacation days.** In no event, shall payment exceed the contract amount.

10.0 Documentation

The documentation listed below must be maintained in the Contract file:

- Pre-Award Checklists
- OJE Payment Invoices
- OJE Agreement (Original)
- Monitoring reports including problems, corrective action, and follow-up (if necessary)
- Any modifications to the OJE Agreement
- Participant performance evaluation
- Training Time Documentation
- Justification for failure (if necessary)

Other Specifications – OJE training may be combined with other training activities, such as community service, classroom training, lectures, seminars, individual instruction, or specialized training. Sub-grantees should consult the SCSEP Data Collection Handbook for further information (i.e when to exit participants, placements, right of return etc)

APPENDIX E: *Contract Budget*

Budget Summary Sheet
National Able Network, Inc.
 PY16

Contract Value: \$887,555

<u>Line Item Totals:</u>		<u>Category Subtotals</u>	<u>Percent of Contract Value</u>
Admin Personnel	28,500		
Admin Fringe	6,555		
Admin Travel/Trng	4,800		
Admin Supplies	360		
Admin Contractual	5,844	46,059	5.19%
Enrollee Wages	624,480		
Enrollee Fringe	66,507	690,987	77.85%
OEC Personnel	93,600		
OEC Fringe	21,528		
OEC Travel/Trng	4,530		
OEC Supplies	8,250		
OEC Contractual	22,601	150,509	16.96%
Total Line Items	887,555	887,555	100.00%
Grant Match Required	205,124		
Equitable Rate	0.5		
Match	102,562		

Name of Grantee Organization
National Able Network, Inc.
Amount Awarded
\$ 887,555

Funding Period
7/1/2016 to 6/30/2017
of Months:
12

Object Class Category (a.): PERSONNEL

A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. VP of Senior Services	5.00%	10,500.00	12.00	\$ 6,300.00
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11. Indirect admin expenses	100.00%	1,850.00	12.00	22,200.00
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
TOTAL PERSONNEL				\$ 28,500.00

Budget Narrative - PERSONNEL

The VP of Senior Services oversees the program. National Able Network has a U.S. DOL approved provisional indirect rate of 17.25%. See attached documentation.

Object Class Category (b.): FRINGE BENEFITS				
A Position/s	B Benefit/s	C Rate	D Base Amount	E Cost
1 VP of Senior Services	Full Package	23.00%	6,300.00	\$ 1,449.00
2				
3				
4				
5				
6				
7				
8				
9				
10 Indirect admin expenses	Full Package	23.00%	22,200.00	5,106.00
11				
12				
13				
14				
14				
16				
17				
18				
19				
20				
TOTAL FRINGE BENEFITS				\$ 6,555.00

Budget Narrative - FRINGE BENEFITS

Fringe benefits such as worker's compensation, FICA, life insurance, health insurance, disability and 401K match. National Able Network has a U.S. DOL approved provisional indirect rate of 17.25%. See attached documentation.

Object Class Category (c.): TRAVEL

A Item	B # of Staff	C # of Units	D Unit Type	E Cost per Unit	F Cost
1.					
2.					
3.					
4. Staff Travel/Mileage	3.00	2.0	Trip/s	750.00	4,500.00
5.					
6.					
7.					
8.					
9.					
10.					
11. Indirect admin expenses	1.00	12.0	Month/s	25.00	300.00
12.					
13.					
14.					
14.					
16.					
17.					
18.					
19.					
20.					
TOTAL TRAVEL					\$ 4,800.00

Budget Narrative: TRAVEL

This expense area consists of travel expenses for Illinois-based staff to and from Delaware. Travel will be for the purposes of onboarding and training new staff, transition management, and ongoing monitoring. National Able Network has DOL approved provisional indirect rate of 17.25%. See attached documentation.

Object Class Category (e.): SUPPLIES

(Includes equipment costing less than \$5,000)

A Item	B # of Units	C Unit Type	D Cost per Unit	E Cost
1.	1			
2.				
3.				
4.				
5.				
6.				
7.				
8 Indirect admin expenses	12	Month/s	\$30.00	\$360.00
9.				
10.				
11.				
12.				
13.				
14.				
14.				
16.				
17.				
18.				
19.				
20.				
TOTAL SUPPLIES				\$ \$360.00

Budget Narrative: SUPPLIES

Administrative costs consist of supplies for staff, (not sub-contracts). National Able Network has DOL approved provisional indirect rate of 17.25%. See attached documentation.

Object Class Category (f.): CONTRACTUAL

A		B
Brief Description		Cost
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.	Indirect admin expenses	5,844.00
10.		
11.		
12.		
13.		
14.		
14.		
16.		
17.		
18.		
19.		
20.		
TOTAL CONTRACTUAL		\$ 5,844.00

Budget Narrative: CONTRACTUAL

The contractual cost consists of printing, outreach, postage, telephone and audit fees. National Able Network has DOL approved provisional indirect rate of 17.25%. See attached documentation.

Name of Grantee Organization
National Able Network, Inc.
Amount Awarded
\$ 887,555

Funding Period
7/1/2016 to 6/30/2017
of Months: 12

Object Class Category (a.): PERSONNEL

A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Enrollee Fringe Benefits	100.00%	52,040.00	12.00	624,480.00
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
TOTAL PERSONNEL				\$ 624,480.00

Budget Narrative - PERSONNEL

Wages are approximately 15 to 20 hours per week (the number of hours may be adjusted due to service level and funding considerations) at or slightly above the State or Federal minimum wage (whichever is higher).

Object Class Category (b.): FRINGE BENEFITS

A	B	C	D	E
Position/s	Benefit/s	Rate	Base Amount	Cost
1. Enrollee Fringe Benefits	Other	10.65%	\$ 624,480.00	\$ 66,507.12
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
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19.				
20.				
TOTAL FRINGE BENEFITS				\$ 66,507.12

Budget Narrative - FRINGE BENEFITS

Benefits include FICA, physicals and worker's compensation for the Program's participants.

Name of Grantee Organization
National Able Network, Inc.
Amount Awarded
\$ 887,555

Funding Period
7/1/2016 to 6/30/2017
of Months: 12

Object Class Category (a.): PERSONNEL

A Position	B % of Time	C Monthly Salary/Wage	D # of Months	E Cost
1. Program Manager	100.00%	\$ 4,300.00	12.00	51,600.00
2. Career Coach	100.00%	3,500.00	12.00	42,000.00
3.				
4.				
5.				
6.				
7.				
8.				
9.				
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11.				
12.				
13.				
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17.				
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19.				
20.				
TOTAL PERSONNEL				\$ 93,600.00

Budget Narrative - PERSONNEL

The Program Manager and Career Coach will work directly with the participants, host agencies, and other stakeholders.

Object Class Category (b.): FRINGE BENEFITS

A	B	C	D	E
Position/s	Benefit/s	Rate	Base Amount	Cost
1 Program Manager	Full Package	23.00%	\$ 51,600.00	\$ 11,868.00
2 Career Coach	Full Package	23.00%	42,000.00	9,660.00
3				
4				
5				
6				
7				
8				
9				
10				
5				
12				
13				
14				
14				
16				
17				
18				
19				
20				
TOTAL FRINGE BENEFITS				\$ 21,528.00

Budget Narrative - FRINGE BENEFITS

Fringe benefits include expenses such as worker's compensation, FICA, life insurance, health insurance, disability and 401K match.

Object Class Category (c.): TRAVEL

A Item	B # of Staff	C # of Units	D Unit Type	E Cost per Unit	F Cost
1.					\$
2. Staff Travel/Mileage	2.00	12.0	Month/s	125.00	3,000.00
3. Participant Travel/Mileage	2.00	12.0	Month/s	50.00	1,200.00
4.					
5.					
6. Staff Training Expenses	2.00	3.0	Item/s	30.00	180.00
7.					
8. Participant Training Expenses	2.00	3.0	Item/s	25.00	150.00
9.					
10.					
11.					
12.					
13.					
14.					
14.					
16.					
17.					
18.					
19.					
20.					
TOTAL TRAVEL					\$ 4,530.00

Budget Narrative: TRAVEL

This cost consists of training, training materials and travel. Staff mileage incurred for job and training site development, recruitment and other participant-focused activities.

Object Class Category (e.): SUPPLIES

(Includes equipment costing less than \$5,000)

A Item	B # of Units	C Unit Type	D Cost per Unit	E Cost
1.			\$	\$
2.				
3. Supplies	12	Month/s	\$350.00	\$4,200.00
4. Computers/Laptops for staff	3	Item/s	\$1,350.00	\$4,050.00
5.				
6.				
7.				
8.				
9.				
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11.				
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14.				
16.				
17.				
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19.				
20.				
TOTAL SUPPLIES				\$ \$8,250.00

Budget Narrative: SUPPLIES

This cost consists of office, computer, printer and program supplies used in support of Program participants. Computers/Laptops for new staff and staff participants.

Object Class Category (f.): CONTRACTUAL

A		B	
Brief Description		Cost	
1.	Printing/Advertising	\$	1,686.00
2.	Telephone		4,005.00
3.	Utilities		
4.	Postage		3,000.00
5.	Rental and Maintenance		6,000.00
6.	Support Services		300.00
7.	Participant Payroll Processing		6,050.00
8.	Photocopier Rental		1,560.00
9.			
10.			
11.			
12.			
13.			
14.			
14.			
16.			
17.			
18.			
19.			
20.			
TOTAL CONTRACTUAL		\$	22,601.00

Budget Narrative: CONTRACTUAL

This cost consists of printing, advertising, postage, telephone (including DSL lines), utilities, rent, professional fees, photocopier rental, and supportive services used to assist Program participants.

Subgrantee Agency:	National Able Network, Inc.			
Program Year:	PY16			
Contract Number:				
MATCHING FUNDS/IN-KIND REQUIRED CONTRIBUTIONS				
			PY 2016	
Other Enrollee Costs				
Host Training Site Supervisor Salaries:			\$102,562.00	
Host Training Site Supervisor Fringe Benefits:			\$0.00	
Total Matching Funds:			\$102,562.00	

APPENDIX F: *DSAAPD Policy Manual for Contracts*

Included by Reference

http://www.dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf

APPENDIX G: *The Request for Proposal*

Included by Reference

PSCO (RFP) #13-053

APPENDIX H: *Work Plan*

Delaware Senior Community Service Employment Program

Delaware Health and Social Services
Division of Services for Aging and Adults with Physical
Disabilities
Mr. Maxwell A. Amoako
SCSEP Administrator
1901 N. DuPont Highway
Main Building Annex
New Castle, DE 19720

National Able Network, Inc.

4/28/2016

Prepared by Grace Powers
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312.994.4205



E. Qualifications and Experience

As a SCSEP grantee with more than 30 years of experience administering both state and federal contracts, and as a grantee currently administering SCSEP programming in two states at the state level and three states at the federal level, *Able* has a wealth of program-specific experience to bring to the state of Delaware. Throughout these years, *Able* has maintained a commitment first to the program participants, making sure that the agency's service to seniors – which has been a foundational aspect of *Able*'s mission since it was founded in 1977 – is of high quality and is readily accessible by all who need it. *Able* has continuously administrated SCSEP services since 1982, assuming federal SCSEP contracts for the first time in 2003. The agency has consistently expanded its SCSEP programming in direct collaboration with the U.S. DOL, from operations in California all the way to slots in the state of Maine.

In every location *Able* offers services, the agency provides programming that is in the words of its own clients "excellent for seniors," a "great experience" from an "excellent organization" that "elevates self-confidence" through "hands-on" direct service staff and through "fantastic" employability programming which assist participants in obtaining "very impressive résumés" and employment even for those participants "extremely hard to match and place." Says one participant who found permanent employment: "my only regret is that it ended, but I am absolutely grateful for this opportunity." The agency's program experience is further bolstered by *Able*'s track record of successfully assuming operation of existing SCSEP contracts. During these transitions, the agency again places participants at the highest priority, making sure first that there is no disruption of service. *Able* works with program officers and incumbent grantees to help present a united front during a period of change, and works with incumbents behind the scenes as well to keep local expertise local by hiring existing staff and case managers within the new grant.

Able currently administers the SCSEP in five states, using local project staff and has developed staffing models, processes, and technologies designed to manage core functions and project operations in local project/sub-recipient offices. The agency's current service footprint includes three New England states, working with both rural and urban or suburban participants, meaning the agency is well-positioned to work with local Delaware staff to deliver precisely the services that the state's communities need. In fact, *Able*'s proposed staff structure for implementing SCSEP services in Delaware will ensure uninterrupted program direction, reporting, and fiscal management at service levels that reach the state's most-in-need senior workers.

Able has made significant investments in its IT infrastructure, accounting systems, and internal control, policy, procurement and monitoring systems. All members of *Able*'s senior executive staff bring years of for-profit and non-profit experience including senior-level positions with Fortune 100 companies. This team has built state-of-the-art systems which are fully scalable to meet the needs of Delaware's SCSEP participants. *Able*'s executive staff develop a comprehensive set of strategic priorities, goals, key tasks, and expected outcomes each year captured in a balanced scorecard. This roadmap is used by project directors to develop departmental and individuals' goals and objectives. Reviews are conducted quarterly at all levels and annual staff performance evaluations are based on merit. *Able* plans to work

directly with the state of Delaware and with current SCSEP providers to identify and hire experienced and qualified staff members. All professional staff members engaged in direct services are required to possess relevant education, workforce development experience, and a verifiable track record of excellent results and strong customer service. All *Able* SCSEP management and direct service staff are 100 percent allocated to the program in their respective project offices. Also included are specific demonstrations of staff qualifications, through résumés and position descriptions, for *Able* personnel either significantly involved in program administration or who may serve as relevant examples for local program staff positions. All *Able* staff members operate within a goals-driven framework and are supported by effective processes for communicating, measuring results, and promptly addressing issues. Caseloads are monitored to assure each individual receives timely and comprehensive service. Typical caseloads range between 70 and 80, and allowances are made to accommodate ongoing staff development and additional related project duties.

Staff must also bring to the job attitudes that allow them to provide excellent service delivered with compassion, empathy, respect, and a belief that all individuals can and should be helped. Consistent with this philosophy, all project offices must have processes for making quality referrals and providing follow-up for individuals seeking help who may not be qualified under SCSEP guidelines so that no one is turned away. Examples of *Able*'s existing partners that have experience and provide quality service for individuals with specific barriers in the requested service areas include the Easter Seals, Catholic Charities, local VAs and brain injury organizations, Area Agencies on Aging in each state in which *Able* operates, National Urban League, National Indian Council on Aging, National Asian Pacific Center on Aging, Asociación Nacional Por Personas Mayores, National Caucus and Center on Black Aged, Inc., and National Council on Aging.

Finally, *Able* brings a strong record of investing and hiring local talent from the communities the agency serves who bring both local perspective and community connections critical to serving local SCSEP participants, particularly those most-in-need. Furthermore, *Able* trusts in the effectiveness of its program implementation even beyond service delivery staff: every year, *Able* successfully hires and retains former participants in its project offices in every state, including its Chicago headquarters. *Able*'s relationships with regional as well as national agencies have been sustained over several years because *Able* both listens to the needs of these firms and regularly upholds its commitment to provide employee candidates who are truly job-ready in the eyes of the employer.

In the agency's experience as a SCSEP provider as well as an administrator of other programs serving most-in-need populations, *Able* has found that many prospective SCSEP enrollees have barriers that include difficulty with verbal and written communications in English as well as with cultural differences. This is why *Able* program managers work to employ staff whose language abilities reflect the local population of participants the agency serves. This practice provides an excellent opportunity to enroll and train bilingual staff participants who thoroughly understand the cultural perspectives of the community. *Able* currently employs bilingual SCSEP staff fluent in Spanish, Khmer, dialects of Somali, Polish, Russian, Korean, French, Urdu, Hindi, and Farsi languages.

All programmatic and participant files will be kept in program offices in Delaware. *Able's* robust fiscal management and oversight policies direct that administrative and fiscal documentation be kept and maintained primarily at the agency's headquarters in Chicago, Illinois. All documents of significant importance, including programmatic files, the contract agreement, and all documents required in the case of an audit, will be kept and maintained at both *Able* headquarters and the office of the local program manager. *Able's* policy for the protection of Personally Identifiable Information mandates strict controls over the creation, access, sharing, storage, and destruction of any files, physical or digital, that contain any data that can be used to find or manipulate the identities of any of *Able's* clients. *Able's* commitment to open lines of communication between local and administrative staff, as well as the fiscal policies described above, mandate comprehensive monitoring of local activities. Agency infrastructure such as *Able's* nationwide Cisco network ensure real-time, secured internal communications are always available, and local and administrative staff maintain constant contact between *Able's* Vice President of Senior Services and all state program managers. Staff participate and share best practices, success stories, discuss issues, report on outcomes, and provide programmatic updates. *Able* supports these calls using the Citrix Go-To-Suite technology so staff can not only hear, but actually "see" each other via live video, and share presentations and other materials at the same time.

These agency strengths are demonstrated through *Able's* administration of Indiana State SCSEP programming. *Able* responded to a Request for Proposal (RFP) from Indiana's Family and Social Services Administration to provide statewide SCSEP services with an emphasis on rural counties. Indiana was utilizing 16 Area Agencies on Aging (AAAs) as sub-recipients to provide SCSEP services. The RFP was designed to address multiple issues: previous financial audit findings, SCSEP participant grievances, compliance issues, inconsistent service delivery, failure to meet performance, and excessive workers' compensation claims. The state's goal was to reduce the number of sub-recipients to a maximum of two, and *Able* was selected as the sole provider. Since that time, the state of Indiana has been satisfied with the agency's performance to the extent that it has elected not to rebid the contract, and *Able* has provided statewide services as the state's sole sub-grantee for nine years running.

In order to achieve this strong positive relationship, *Able's* CEO convened a transition team of senior executives representing Senior Services, HR, Finance, IT, Quality, and Marketing. The transition team established direct communications immediately with each of the 16 AAAs to work through transition planning. The overarching goal of the organizations was a seamless, stress-free experience for the participants. In each area, open town halls and informational meetings were scheduled and senior managers from both the outgoing AAA and *Able* collaboratively answered questions to address concerns, avoid rumors and instill confidence in the process. These events included participants, host agencies, employers, transitioning staff, and CBOs. Participants were reached by phone and letters and received ample access to staff throughout the transition. Open, productive dialogue between *Able* and the 16 outgoing agencies was one of the most critical factors leading to the transition's success. *Able* will secure a Delaware Business License prior to initiation of the project.

F. Bidder References

Able currently administers SCSEP services as a sub-grantee for the Illinois Department on Aging and the Indiana Department of Workforce Development, in addition to contracting directly with the U.S. Department of Labor. The agency also provides a focused service program for seniors, with a service offering complementary to SCSEP programming, in partnership with the AARP Foundation. Contact information for *Able's* references are as follows:

Illinois Department on Aging

Jean Bohnoff, Director
One Natural Resources Way, Suite 100
Springfield, Illinois 62702
(217)782-1889

Indiana Department of Workforce Development

Associate Chief Operating Officer
Dennis A. Wimer
10 N. Senate Avenue
Indianapolis, IN 46204-2277
317.234.3886
dawimer@dwd.in.gov

Retirement Research Foundation

Naomi M. Stanhaus, Program Consultant
8765 W. Higgins Rd., Suite 430
Chicago, IL 60631
(773) 714-8080
Stanhaus@rrf.org

National Able Network has not contracted with the State of Delaware within the last three years.

G. Proposed Methodology and Work Plan

Able proposes to offer SCSEP services in New Castle County; the below sections reflect this focus.

A. Recruitment and Selection of Participants

Able's work plan centers first on ensuring that all existing and new participants experience no disruptions in the continuity of their service, and that local staff experience transitions with the program in order to best serve participants. *Able* plans to conduct broad-based outreach to raise community awareness of SCSEP programming; the agency currently engages area One-Stops and government partners (AAA's and senior centers too!) for access to mailing lists and active referrals, as well as utilizing professional databases to reach low-income seniors participating in state-level and nationwide organizations that focus on mature workers and the issues important to them. *Able* performs community outreach through public facilities such as senior centers, VFWs, libraries, faith-based organizations, area offices on aging, and local businesses and community-based agencies that provide services to seniors. Beyond adhering to all applicable income definitions for SCSEP eligibility, *Able* works to identify participants most-in-need, for example those with little or no work histories or have significant multiple barriers to employment, such as limited English or literacy skills or unstable housing or homelessness. *Able* includes in this dedicated outreach strategy components to ensure that minority populations, veterans, disabled individuals, and workers older than 65 receive the support, information, and services tailored to their needs that boost program enrollment and success. As a statewide grantee in states like Indiana and New Hampshire, *Able* has developed a model that serves rural populations: instead of tying all program staff to a single, central office location, *Able* ensures that staff serving widespread participants are fully mobile, utilizing portable laptops for data collection, working with local public agencies such as libraries to provide meeting space for participants, and reaching out in person to participants where they live.

Able makes a priority of open, ongoing communication with current and prospective host agencies in order to encourage referrals, expand employer participation in the program, and ensure the success of *Able's* participants and the efficacy of the program as a whole. Additionally, *Able* uses a targeted marketing strategy that includes announcement flyers, program brochures, direct-mail postcards, email blasts, social media postings, and website banners (produced in-house), to provide further lines of communication with active and potential participants and their communities. *Able* expands beyond informational and marketing materials by publishing "client success stories" of SCSEP participants, and sharing these stories, as well as program information, upcoming events, and more general facts and data concerning senior-focused issues like unemployment, health and wellness, and social isolation. Success stories in particular have a dual purpose. First they provide information and resources for the hiring and inclusion of older Americans into the workforce. Success stories also provide peer-to-peer inspiration to other participants and seniors not in the program, as they showcase the stories of those who have successfully overcome challenges and barriers. *Able's* SCSEP Participants are possibly the agency's best ambassadors; participants are encouraged to make personal referrals, knowing firsthand the types and quality of services that can be accessed through SCSEP, *Able* and its partners.

Able ensures that recruitment goals are met consistently and in a timely manner by maintaining a robust waiting list for open SCSEP slots. This list is typically equal to 50 percent of *Able's* total slots, and the lowest margin for a single SCSEP area is greater than 25 percent of its total slots. As established by the Department of Labor, *Able's* service level measure as a national grantee is 150 percent. Priority of service is given to military veterans and individuals with multiple barriers who demonstrate one or more most-in-need characteristic during recruitment and intake procedures. *Able* works to develop seamless interagency recruitment and outreach strategies and will do the same with the Delaware Department of Aging and with Area Agencies on Aging, in order to maximize the resource that these agencies.

B. Assessment

Upon enrollment, each participant receives an expert assessment using a combination of objective instruments and an in-depth interview process to explore each individual's goals, identify his or her strengths and assets, training needs, and consideration on how best to tackle identified barriers. Assessments are reviewed and updated with the enrollee at least twice per year.

C. Individual Employment Plan (IEP)

Through decades of experience in serving mature workers in SCSEP, *Able* understands that all clients who come to *Able* seeking assistance require individualized services to address their unique barriers as well as to assist in developing and communicating their unique assets. It is especially critical to design service delivery processes that treat participants as key partners toward meeting their goals. In this understanding, staff and enrollee work together to develop an actionable and achievable Individual Employment Plan (IEP) using S.M.A.R.T. (Specific, Measureable, Achievable, Realistic, Timely) goals. These goals are used to develop the training plan with the participant and to assign the participant to a host agency that will provide training to help the participant reach their IEP goals. IEPs are reviewed and updated with assessments, at least twice per year. *Able* ensures the IEP process prioritizes participant understanding of assessment outcomes, leading to an IEP that the participant "owns," and that both staff and the participant believe is achievable. When a participant experiences any significant changes that impact SCSEP service, the IEP is modified, including if necessary the rotation of a host agency training site. Host agency assignments are rotated (internally and externally) in the event any of the following conditions apply: participant goals are achieved; participant goals are not likely to be achieved; participant goals change; or there is a shift in market demand for the skills reflected in the IEP.

D. Community Service Assignment (CSA)

Able deploys several strategies to engage, screen, and retain host agency relationships that provide participants high quality, work-relevant training experiences. All host agencies are eligible 501(c)(3) organizations or public agencies, and *Able* maintains active relationships with all host agencies to ensure that participants are adequately supervised and work in safe and healthy working conditions. Host agencies that qualify for general or specialized community service training assignments must provide clear evidence of high-quality training, be providers of essential community services, present opportunities of upward mobility, and provide opportunities that support participants' goals.

E. Recertification of Participants

Able conducts recertification procedures annually, verifying the income eligibility of each participant. In the case that a participant experiences a change in income or other relevant status, *Able* also maintains the capacity to conduct this process as needed.

F. Physical Examinations

In all program locations, *Able* maintains relationships with local physicians and community health centers to provide free or low-cost initial and annual physical examinations; participants who opt to choose their own physicians complete a waiver to that effect and can receive a partial reimbursement. *Able* does not obtain or use physical examination results for determining eligibility or for any purpose; the physical examination is offered only as a benefit of program enrollment.

G. Host Agencies

Able conducts a formal screening process for any host agency interested in participating in the program to ensure training will lead to increased skills, unsubsidized employment, and self-sufficiency. Staff reviews each host agency's training outline, and conducts site visits and informal interviews with supervisors and employees. Each host agency signs an agreement which outlines the program requirements and documents 501(c)(3) or public status. This agreement includes the agency's intention to uphold the Maintenance of Effort provision, to engage in accurate and timely record-keeping, and to provide quality job training, among other provisions. Staff conduct regularly scheduled evaluations and site visits to determine whether participants are receiving meaningful work experience consistent with their IEP. In the event an assignment is not progressing according to the agreement, or the agency fails to meet its expectations, the participant is rotated and reassigned to a training site where their goals can be achieved. Host agencies undergo a formal evaluation on a yearly basis at minimum to ensure that they are upholding their pledge to be active partners and to offer quality employment training for participants. However, this evaluation is only a single tool for *Able* to ensure high-quality host/participant relationships. Staff engages in regular dialogue with participants and supervisors at host agency sites, maintaining a connection that emphasizes quality of service on the part of the host agency. Host agency staff designated as supervisors to participants are engaged for communication and feedback, ensuring that participants are well-supported and adequately supervised during assignments. Staff is also encouraged to advocate for participants and to gather information about host agency events and news.

H. Orientation

Able maintains a full Program Handbook for SCSEP participants, and a similar handbook for participating host agencies. The Handbook contains general information about *Able* and about the SCSEP, as well as sections concerning service offerings, service process explanations and flowcharts, participant eligibility, and participant expectation, roles and responsibilities, grievance procedures, and permissible and non-permissible activities. The Handbook is provided to all new participants and is available upon request. During the orientation process, important points of information such as project goals and objectives, community service assignments, training opportunities, participant rights and responsibilities, and host

agencies are highlighted. Participants are also informed about available supportive services and the availability of free physical examinations during orientation and in the Handbook. Finally, specific program information such as local project roles, policies, and procedures, documentation requirements, holiday and sick leave policies, the assessment process, IEP development, participant evaluation, health and safety issues, supervisor and host agency roles, the durational limit policy, termination policies, and grievance procedures are also covered. Material included in orientation differs for participants and host agencies according to their respective roles, and all required information is shared in each case.

I. Wages

Able consistently tracks participant wages to ensure that all participants are earning the highest required wage for applicable time spent in SCSEP programming. *Able* does not foresee any discrepancies occurring, but maintains the capacity to correct them internally or by working with specific host agencies.

J. Participant Benefits

Able offers an annual physical exam and worker's compensation benefits in addition to the payment of participant wages, and provides all benefits as required by law. Participants are paid for all Federal Holidays if the day falls on a regular workday. *Able* also provides for participants to make up hours not worked due to personal time off or due to an office closure. Contract funds are not used to pay for benefit costs due to pensions, bonuses, or annual or sick leave.

K. Procedures for Payroll and Workers' Compensation

Able's dedicated finance team includes staff members with specific experience administering SCSEP contracts and wages. *Able* has developed financial systems and procedures to ensure that all required payroll and worker's compensation payments are disbursed accurately and in a timely manner. Host agencies do not pay workers' compensation costs for any participants.

L. Durational Limits

Able maintains durational limits to ensure that average project duration does not exceed 27 months, and works proactively to place participants in permanent employment who approach their individual 48 month durational limit. In the case that a participant exits the program due to meeting the durational limit, *Able* provides written notice 30 days prior to that exit, and also provides all active participants with annual notification of the limit after they are first notified during enrollment.

M. Transition Services

Able places a focus on relationships with host agencies that offer training opportunities in high-priority occupations and industries, according to the extensive labor market information that *Able* tracks and shares with participants. Additionally, *Able* aligns its own service offerings to train for industries and skills in high demand. This priority includes the agency's DOL-recognized Job Readiness Training (JRT), an employability training program developed specifically for *Able's* SCSEP population. The JRT program, comprised of a number of employment-focused modules, works to broaden a participant's skillset in

terms of universally-valuable skills which range from the first steps of a job search to their first days on the job. Because of its success, *Able* has expanded JRT programming to all of the agency's employment assistance offerings, tailoring the program structure for the needs of each population. JRT has had a profound impact within the agency: *Able* credits the program for a 50 percent increase in entered employment rates for SCSEP participants, and across all agency programs *Able* currently sees an employment rate among its clients a full 20 percentage points higher than the marketwide rate.

The systems *Able* uses to help participants find permanent employment are not only drawn from the agency's success as a SCSEP provider (and its 35-year history as a high-quality service provider for older workers) but is also leveraged from *Able*'s extensive workforce development program administration as a Workforce Investment Act/WIOA provider and One-Stop operator, a Trade Adjustment Assistance provider, an administrator for several veterans' employment programs including the DOL Homeless Veterans' Reintegration Program and transitional jobs programs, and a vocational training and certification provider for high-growth industries, including information technology.

N. Termination Procedures

Able policy provides that a termination notice may only be sent following a "fourth offense." Disciplinary procedure which must be followed prior to termination conforms to three steps:

1. A verbal warning, documented by the participant's case manager.
2. A written warning, with a follow-up to assess improvement or corrective action.
3. A corrective action plan, no longer than 90 days, to be concluded with a written progress evaluation.

Able also employs a progressive disciplinary model beyond the foundational three-offense guidelines. For example, a termination for failure to comply with an IEP should only occur after all options have been exhausted, including verbal and written warnings, modifying the IEP, and reassignment to other community service positions. When an IEP-related cause for termination has been identified and fully documented, and when all other options have been exhausted, a Notice of Intent to Terminate must be submitted to the SCSEP Program Manager. Once the decision to terminate a participant has been made final, the Program Manager will issue a termination letter, giving the participant no less than 30 days' notice and informing the participant of his or her right to appeal the decision. All terminations and disciplinary violations are considered on a case-by-case basis.

O. Written Termination Policy (a statewide policy that is approved by U.S. DOL)

Able policy for SCSEP participants provides for seven situations which are necessary for termination:

1. Provision of false information
2. Income ineligibility at recertification
3. Incorrect initial eligibility determination
4. Entry into unsubsidized employment
5. Fulfillment of 48-month durational limit

6. Termination “for cause” – Participants may be terminated for cause upon committing willful misconduct that conflicts with the terms or goals of the program, including intentional violations of reasonable program rules and directives, or for failure to comply with the terms of the Individual Employment Plan (IEP) without good cause. In most cases, the participant must be given one verbal and one written warning with specific corrective measures that must be taken to resolve the problem so that he or she will have a meaningful opportunity to correct the behavior. The participant may be terminated no sooner than 30 days after issuance of a written notice which outlines the reason for termination and the right to file an appeal. The participant will be permitted to remain at the host agency during the 30 day notice period, except for serious violations like fraud, violence, threatening, destroying or stealing property, or abusive or harassing language or behavior. In this case, the participant may be placed on leave without pay during the 30-day notice. Terminations for cause may include, but are not limited to:
 - a. Falsification of official records such as timesheets
 - b. Physical violence or intentional destruction of property
 - c. Obscene, abusive, harassing or threatening language or behavior
 - d. Workplace harassment or discrimination on the basis of sex, race, color, religion, national origin, age, marital status, or disability
 - e. Causing an imminent threat to health or safety
 - f. Violation of approved break policy, including failure to return from an approved break by the required date without due notice or good cause
 - g. Insubordination, that is, intentionally refusing to carry out the direction or instructions of a CSA supervisor or National Able Network staff member without good cause
 - h. Failure without good cause to maintain contact with their Case Manager a minimum of bimonthly
 - i. Failure to cooperate in providing program eligibility information at recertification
 - j. Three or more unauthorized absences from the CSA/training site without good cause or proper notice or a pattern of unexcused tardiness
 - k. Consuming, selling, purchasing, manufacturing, distributing, possessing or using any illegal or non-prescribed drug, or being under the influence of alcohol and or drugs, while performing the host agency assignment or while carrying out objectives required by the IEP. Legally prescribed medications are excluded if they do not affect the participant’s ability to perform his or her duties or the safety of the participant or others.
 - l. Theft or destruction of property
 - m. Intentional loss, damage, destruction, or disclosure, or unauthorized use of property, records, or information
 - n. Conviction of a felony or of any criminal drug statute for a violation occurring in the workplace while on or off duty, or while on duty away from the workplace
7. IEP-related termination – Participants may be terminated from the program who display a pattern of consistent and conscious failure to follow the steps mutually agreed upon and

outlined in the IEP and with other terms and conditions of the IEP without good cause, including:

- a. Refusal to accept two job offers or referrals for employment consistent with his or her IEP without good cause or extenuating circumstances that would hinder the participant from moving to unsubsidized employment
- b. Refusal to register and follow up with the local One-Stop Career Center for unsubsidized employment opportunities
- c. Refusal to regularly attend training and employment meetings
- d. Failure to submit a job search log during the initial IEP Phase
- e. Failure to accept and participate in training opportunities outlined in the IEP
- f. Failure to accept a new CSA to enhance skill development in support of IEP goals
- g. Failure to accept supportive services that will enhance his/her ability to participate in a community service assignment consistent with IEP

This policy is provided to all participants upon program enrollment, and participants whose situations fall under the policy are given 30 days' written notice in advance of termination.

P. Equitable Distribution

Able complies with state and federal equitable distribution plans, and does not make changes in locations of authorized positions without DOL approval. *Able* prioritizes the equitable service of all participants, and collaborates with the DOL and state subgrantees to ensure that service disruption is minimized. In order to ensure that participants experience the minimum disruption possible, *Able* prioritizes direct communication with all participants during a transition. The agency begins this process with a joint conference held by the chief executives of the outgoing and incoming agencies. This allows for the promotion of a clear, consistent message concerning the transition and the shared intentions of the two agencies. Informational meetings and open town halls will be subsequently scheduled to address the questions, concerns, or issues participants may have, and are also held collaboratively by senior staff from both agencies. Participants, host agencies, SCSEP Grantees, employers, and CBOs are included in these meetings, to ensure all stakeholders are informed.

Participants will be contacted individually by phone and direct mail, informing them of the transition and open meetings and emphasizing *Able's* priority of open access to staff. All participants will be offered the opportunity to continue the SCSEP in their current geographic areas, with their current host agencies, for 90 days following participant transition to *Able's* program and payroll, as *Able* builds communication with existing and potential host agencies. At the end of this 90-day period, *Able* will confirm active participant placements at all current host agencies, transitioning participants to new agencies where necessary, and begin full implementation of participant training, recruitment, and placement as well as continuing to build relationships and opportunities with host agencies and local employers. Throughout this process, *Able* will work to ensure that equitable distribution is maintained, and this priority will continue to be met on an ongoing basis during the grant term.

Q. Over-Enrollment

As mentioned above, *Able* maintains an active waiting list for participants who wish to enroll into SCSEP programming when the agency does not have sufficient space. When this occurs, and when available space decreases during a program year, *Able* works with affected participants to minimize impact, through connecting them to community service opportunities, other agency programming, or directly to the services they need via referral. *Able* also works to anticipate changes in capacity by proactively pursuing permanent employment opportunities for active participants ahead of such shifts.

R. Administrative Systems

Able's administrative structure is built to transform the program requirements of various federal, state, local, and private service programs into high-quality, lasting-impact services to individuals in need the nation over. This foundation is particularly well-matched to SCSEP programming, given *Able's* decades of experience administering this program in particular. The agency maintains open lines of communication with the U.S. DOL and all state grantees, attending all required training events and working directly with the funding agencies to develop and deploy policy, respond to directives, collect and share data, and achieve satisfactory performance. *Able* cooperates with Federal and state auditors as well as all monitoring requests, and utilizes its dedicated finance staff to respond quickly and efficiently to auditors' informational needs. The agency places a high priority on promoting the education and professional development of its staff, both through continuing education for individual staff members and through staff attendance of conferences of leaders in the service field. Agency compliance and expertise with the financial and programmatic guidelines of SCSEP are consistently maintained: program financials are monitored in real-time by finance staff, who also conduct in-depth monthly reviews during financial close-out procedures, and internal programmatic audits which include a review of data quality are conducted quarterly. Direct service staff members in particular utilize a number of tools to ensure that *Able's* quality of program performance remains exceptional, including the SCSEP Performance and Results QPR System (SPARQ). In conjunction with SPARQ, *Able* has developed a number of internal data and performance management tools to ensure continuity of service and quality assurance, such as an *Able* Case Management Environment (ACME) for individual case management and follow-up activities, a Data Management Tool (DMT) for demographic and performance data management, and a Training Management Tool (TMT) for coordinating the training and service needs of active participants. These tools allow participant services, financial performance including Participant Wages and Fringe measures, and ongoing case management to be tracked by the agency in real-time. This in turn allows *Able* to quickly respond to any extraordinary circumstances while ensuring that participants fully access the program's resources. *Able* also maintains the ability to respond to outside extraordinary circumstances through disaster response and recovery measures, which have been developed and implemented throughout the agency to ensure that *Able* can operate in times of emergency.

Finally, *Able's* work with SCSEP has led the agency to create a unique solution for contacting participants in order to provide programmatic updates, gather feedback for annual satisfaction surveys, and ensure consistent contact between the agency and all participants. *Able* has created an internally-staffed call center for the specific purpose of contacting clients to assist in satisfying their informational and programmatic needs. Not only does the call center function as a centralized point of contact that frees

service staff time to perform more specialized assistance work and ensures a high standard of quality for over-the-phone contact with clients, but it also functions as a training opportunity for SCSEP participants, who have the option of working in the call center as a training site. This virtuous circle means that SCSEP clients contacted by the call center speak to representatives familiar with their experience and background – as they share those in common. Simultaneously, participants working in the call center train in customer service, contemporary office work, and computer literacy, as well as having the option of assuming leadership duties. The quality of *Able* training is such that, over the past few years *Able* has hired on more than 40 of its own clients as permanent employees.

S. Collaboration and Leveraged Resources

Able works with public workforce agencies to coordinate access to employment services like those through the WIOA. *Able* also works with dozens of community partners to connect clients to any supportive services they need, such as housing or home repair assistance, access to public benefits and disability assistance, healthcare and access to Medicare, tax and personal financial assistance, interpreter services, basic education or literacy training, skills training, food security assistance, transportation assistance, enrollment in senior-specific programs such as the Retired Senior Volunteer Program, and a number of other supportive services. Staff members work closely with local resource providers like One-Stop Career Centers and libraries for advantages such as expanded program outreach and training space as well as connecting participants to the services those locations offer. Altogether, *Able* maintains partnerships with as many as 100 public and nonprofit service agencies in each local program office, which provide a wraparound suite of support both during program enrollment and during the search for unsubsidized employment for all clients who need it.

T. Supportive Services

As noted above, *Able* provides comprehensive access to the supportive services that participants need, whether during enrollment or after job placement. In order to connect participants to needed services efficiently, *Able* performs an initial needs determination during the assessment and IEP development process. By anticipating the specific needs of participants as they enter SCSEP programming, direct service staff can connect them to the services that best help them succeed. *Able* works with participants whose needs change during the program, updating individual service strategy and having referrals to resources on-hand. This support continues during the follow-up period after participants find unsubsidized employment, as *Able* provides a line of direct communication to participants even after they obtain jobs.

U. Complaint Resolution

Able works consistently to provide a positive and valuable environment for all participants, tracking its own performance through such measures as the annual satisfaction survey. Historically, *Able* participants are highly satisfied: the agency reports a PY2015 overall satisfaction rate of 96 percent.

When a grievance does arise, *Able* policy conforms to the following steps:

1. The grievance shall be presented in writing to the local SCSEP Program Manager, and should clearly and in detail explain the event and the circumstances around the event.

2. The Program Manager shall schedule an informal hearing with all concerned parties, and if a resolution is possible, the Manager shall document the resolution, submitting copies to all partners involved and to *Able's* Vice President of Senior Services. All parties must sign and date this agreement.
3. In the case that the informal resolution process fails, a formal review process shall take place. The Program Manager shall conduct an investigation of the grievance, collecting statements from all involved parties as well as from third party witnesses. Personal information for the filing party and involved witnesses shall remain confidential. The Program Manager shall render a decision within 10 working days of the beginning of the formal review process, seeking counsel or support from outside agencies as needed and as appropriate.
4. Documentation regarding all review findings and resolution shall be maintained both at the local SCSEP site and at National Able Network.
5. If the grievance is not satisfactorily resolved at the state level, the aggrieved party may appeal in writing to *Able's* Vice President of Senior Services, no more than 10 working days after receiving the Program Manager's decision.
6. If the complaint has not been resolved within 60 days and involves allegations of violations of federal law, a complaint may be filed with the Regional Office of the Department of Labor Employment and Training Administration, 25 New Sudbury Street, JFK Federal Bldg, Room E-350 Boston, MA 02203. If the complaint alleges discrimination it should be directed to the Office of Civil Rights, Department of Labor, 200 Constitution Avenue, Washington DC 20210.

- Participants are informed of this policy upon enrollment, and *Able* will guide individual participants through the process should the need arise.

V. Maintenance of Files and Privacy Information

Able complies with all file maintenance requirements as a matter of course, including safe storage, access limitation, and the protection of Personally Identifiable Information (PII). The agency has policies on record for proper file maintenance schedules and for PII protection, and all staff are trained in adherence to these policies. All program staff, including volunteers, are required to follow policy provisions, which cover privacy-protection steps for physical files, which must only be stored in locked space, must only be accessed by personnel who are specifically authorized for that access, and must not be left in plain sight when not in active use – digital files, which must not be accessed from outside Internet networks or by personal devices, must be segregated from non-confidential data, and cannot be stored in a server location without restricted access – and even oral transmission of personal information, which must not occur where it can be overheard. Participant files are maintained for three program years following a participant's final follow-up, and all data is stored and access in a secure manner. Participant medical records are separated from other information, and access to these files is limited separately as well. Electronic access to data, both internally and through SPARQ, is controlled via individual login credentials, and *Able* complies with all SPARQ access and security rules. In the event of a potential security breach, *Able* is prepared to notify the SCSEP national office, either directly or through a state grantee.

W. Documentation

As a long-practiced federal grantee and a SCSEP veteran, *Able* has established document control policies which ensure the maintenance and availability of needed documentation. Service staff collect and store documentation of participant waivers of physical examinations, the provision of complaint procedures to participants, eligibility determinations and re-certifications, terminations and reasons for terminations, records of grievances and outcomes, records required for data validation, and monitoring reports such as audits, Grantee monitoring, and annual host site evaluations for security and performance, all according to this policy. Regulatory reports including quarterly financial reports, grant closeout reports, and others are submitted on a timely basis and all documentation is available to auditors when requested.

X. Data Collection and Reporting

As mentioned above, *Able* staff maintain expertise with both the SPARQ system and with internal data collection and validation tools. *Able* works, through its dedicated Quality Assurance team and through direct SCSEP service staff, to ensure that all required data are collected in accordance with up-to-date U.S. DOL instructions through such issuances as TEGs, the Data Collection and Data Validation handbooks, and Internet guidance from the SCSEP Community of Practice and other official channels. Collected data are entered directly into the SPARQ system, and conform to required time schedules and standards of accuracy and completeness. *Able* tracks both electronic and hard-copy data, meaning that should the agency cease SCSEP administration or contract with a sub-grantee to provide services, the inflow and maintenance of all required data will not be halted or disrupted and all data can be returned to the Grantee without exception.

Y. Performance Measures

Able complies with all U.S. DOL-approved performance measures and works directly with the U.S. DOL and all grantees to maintain performance consistency through the annual renegotiation process. *Able* will work with the State of Delaware to meet or exceed all performance measures; currently the agency performs on average at 98 percent of negotiated goals.