



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No. 35-1400-2016-28

CATS Sys Doc ID # 018361-0001-0000

**CONTRACT FOR
COMMUNITY LIVING
BETWEEN
DELAWARE HEALTH & SOCIAL SERVICES
DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES
AND
UNITED CEREBRAL PALSY OF DELAWARE INC.**

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and United Cerebral Palsy of Delaware (the Contractor).
2. The Contract shall commence on July 1, 2015 and terminate on June 30, 2016 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

B) Administrative Requirements

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

3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

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

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

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

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

Contractor shall be responsible for providing liability insurance for its personnel.

4. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
5. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
6. Contractor 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 Contractor, its agents or employees, or
 - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
 - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend

such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Contractor 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 Contractor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
 - 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 Contractor's opinion is likely to be, held to be infringing, Contractor 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.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide service(s) under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses, or certifications in any jurisdiction in which they provide Service(s) or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

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

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

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made

satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, or local, law, statute, regulation or applicable policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch. 58.
10. Contractor 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.
11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor 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.

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 Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor 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.

13. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.
This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. Not less than 30 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Department at: DHSS DSAAPD
1901 N. DuPont Hwy
Main Building Annex – 1st Floor
New Castle, DE. 19720

To the Contractor at: United Cerebral Palsy of Delaware, Inc.
700A River Road
Wilmington, DE. 19809

15. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.

If any term or provision of this Contract 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 Contract, 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.

16. This Contract shall not be altered, changed, modified, or amended except by written consent of all Parties to the Contract.

17. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

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

Appendix A-- Divisional Requirements
Appendix B -- HIPPA Business Associate Agreement
Appendix C -- DHSS Request for Proposal (RFP) # HSS-13-080
Appendix D -- Service Specifications
Appendix E -- Contract Budget
Appendix F -- DSAAPD Policy Manual for Contracts
Appendix G -- Work Plan

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

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract
- 2) Appendix A- Divisional Requirements
- 3) Appendix B - HIPPA Business Associate Agreement
- 4) Appendix C -- DHSS Request for Proposal (RFP) # HSS-13-080
- 5) Appendix D -- Service Specifications
- 6) Appendix E -- Contract Budget
- 7) Appendix F -- DSAAPD Policy Manual for Contracts
- 8) Appendix G -- Work Plan

If the scope of any provision of this Contract 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 Contract shall not thereby

fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

Contractor may not order any product requiring a purchase order prior to The Department'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 Contract 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.

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

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

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

distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

Contractor 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 Contractor retains title, whether individually by Contractor 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.

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

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

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any

approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

2. Total payments under this Contract shall not exceed **\$174,986** in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

Contractor 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 Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and absent such action this Contract 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.

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

4. 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.
5. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials, or services, which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.

Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

6. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
7. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
8. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

"I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds."

Any certification related to information and documents produced to the Department shall be certified only by the Contractor's Contract Manager

9. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
10. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs

established within this Contract. Such amendment shall not be effective until executed by all Parties.

D) Miscellaneous Requirements

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

Contract No. 35-1400-2016-28

E) Authorized Signatures:

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

For the Contractor:

Signature on File

Name - WILLIAM J. McCool, III

EXECUTIVE DIRECTOR
Title

5/18/2015
Date

For the Department:

N/A - Delegation Agreement

Rita M. Landgraf
Secretary

Date

For the Division:

Signature on File

Jill Rogers
Director

6/3/15
Date

AS
5/28/15

APPENDIX A: *Divisional Requirements*

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Sanctions

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 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. For Federally funded programs, <http://www.hhs.gov/forms/HHS690.pdf> (Assurance of Compliance) is incorporated by reference and made part of this agreement.
9. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
10. 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.

11. 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.
12. 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.
13. 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 B. Administrative Requirements, Item 11 of the Department boilerplate.
14. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.
15. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan.
16. 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.
17. 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). During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: *HIPPA Business Associate Agreement*

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 Community Living for Covered Entity pursuant to a contract dated July 1, 2015 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 work papers 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
Signature on
File
By: _____
Name: Jill Rogers
Title: Director, DSAAPD
Date: 6/3/15


Business Associate
Signature on File
By: _____
Name: WILLIAM J. McCool, III
Title: EXECUTIVE DIRECTOR
Date: 5/18/2015

Ag
5/28/15

APPENDIX C: *Request for Proposal (Included by Reference)*


RFP # HSS-13-080

APPENDIX D: *Service Specifications*

	<p>DELAWARE HEALTH AND SOCIAL SERVICES Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Community Living Service Specifications</p>
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Revision Table

Revision Date	Sections Revised	Description
5/28/15	Entire Document	Revision for the 2016 contract year

	<p>DELAWARE HEALTH AND SOCIAL SERVICES Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Community Living Service Specifications</p>
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1.0 SERVICE DEFINITION

- 1.1 Services which provide transportation and access to community resources to meet individual needs and interests of participants.

2.0 SERVICE GOAL

- 2.1 To provide eligible persons with opportunities for personal, social and/or educational enrichment through access to community resources.

3.0 SERVICE UNIT

- 3.1 A unit of service for the Community Living program is one hour of service provided to an eligible participant.
- 3.2 Time spent preparing for the visit and traveling to and from the participant's home must not be counted.
- 3.3 There is a limit of ten (10) hours per participant per calendar week for this service. DSAAPD may authorize service hours above established caps in cases of extreme need.
- 3.4 **Prohibited Costs within the service unit:**
 - 3.4.1 Participant meals.
 - 3.4.2 Any fees associated with activities such as admission, entrance, registration, membership or activity.
 - 3.4.3 Costs associated with overnight travel.

4.0 SERVICE LOCATION

- 4.1 The service can be provided in a variety of community locations, depending on the needs of individual program participants.

5.0 ELIGIBILITY

- 5.1 DSAAPD will determine eligibility and will authorize service hours.

6.0 SERVICE STANDARDS

- 6.1 The provider must comply with all applicable Federal, State, and local rules, regulations, and standards applying to the service being provided.
- 6.2 The provider must develop and maintain policies and procedures for the delivery of Community Living services.
- 6.3 Provider must maintain current knowledge of community based events, activities, and trainings that are of interest to the participant.
- 6.4 Vehicles must be accessible to persons with physical disabilities
- 6.5 Vehicles must be maintained in a safe operating condition.
- 6.6 The provider will receive referrals from DSAAPD. The provider is responsible for conducting an initial in-home visit, complete an assessment and develop a care plan within five (5) working days of receipt of the referral. The care plan must include potential participant activities and referrals made to other programs or services from which the participant would benefit.
- 6.7 If the provider cannot start service within ten (10) working days of referral the provider must notify DSAAPD regarding the reason for delay.




**DELAWARE HEALTH AND
SOCIAL SERVICES**
Division of Services for Aging and
Adults with Physical Disabilities

**Community Living
Service Specifications**

- 6.8 The provider will reassess and update the participant's care plan within 6 months of the start of the service and annually thereafter, with revisions made in the care plan as necessary.
- 6.9 The provider must maintain a current care plan in the participant's home.
- 6.10 The provider must make every effort to furnish Community Living services at times/days agreed upon with the participant.
- 6.11 The provider must report to DSAAPD any changes to a participant's care plan prior to implementation, including proposed modification of authorized hours.
- 6.12 The provider must notify the participant of any change in schedule, or interruption of service.
- 6.13 The provider must notify DSAAPD within two (2) working days upon occurrence of any of the following events:
 - 6.13.1 Participant is hospitalized or institutionalized.
 - 6.13.2 Participant changes address.
 - 6.13.3 Participant expires.
 - 6.13.4 Participant refuses services.
- 6.14 The provider must ensure access to authorized representatives of Delaware Health and Social Services and/or DSAAPD to the participant's case files and medical records.
- 6.15 The provider must maintain the participant's right of privacy and confidentiality.
- 6.16 Individual participant files must be considered confidential and maintained in a locked filing cabinet at the provider's office.
- 6.17 The provider must comply with DSAAPD quality assurance initiatives related to this program.
- 6.18 The provider must notify DSAAPD of problems which threaten the participant's service.
- 6.19 The provider must notify DSAAPD and the participant in writing two (2) weeks prior to termination of services to a participant.
 - 6.19.1 The notification must include reasons for the termination and steps taken by the provider to resolve the issues.
 - 6.19.2 The notification must include the proposed plan of care that will be provided during the two week period.
- 6.20 The provider must give DSAAPD thirty (30) days written notice if terminating five (5) or more participants at a given time.
 - 6.20.1 The notice must include the proposed plan of care that will be provided to the participants during the thirty (30) day period.
- 6.21 **Allowable Services**

The following services are allowable for the participant through Community Living services:

 - 6.21.1 Transportation to community social, educational resources and other enrichment activities determined by the participant and provider staff to be appropriate and of value to the participant.
 - 6.21.2 Transportation to shopping or appointments in the community.
 - 6.21.3 Participation in physical fitness and self-defense activities.
 - 6.21.4 Attending education or training events.
 - 6.21.5 Participating in social groups and community organizations.
 - 6.21.6 Volunteering at schools, hospitals, community organizations or other locations.

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Community Living Service Specifications</p>
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6.22 Prohibited Services

The following services are prohibited for the participant through Community Living services:

- 6.22.1 Skilled care.
- 6.22.2 Nail or foot care.
- 6.22.3 Makeup, hair setting or barbering.
- 6.22.4 Heavy duty cleaning, furniture moving or other heavy work.
- 6.22.5 Lawn care, garden, raking or snow removal.
- 6.22.6 Transportation to activities which are considered illegal by the State of Delaware.
- 6.22.7 Financial or legal advice or services (except for referral to qualified agencies or programs).
- 6.22.8 Any activity that could be a health or safety hazard.

6.23 Staff Requirements

- 6.23.1 Community Living service care workers must have and maintain first aid and CPR certification with certification on file with the provider.
- 6.23.2 Drivers must have a valid driver's license with a copy on file with the provider.
- 6.23.3 Drivers must be trained in and/or demonstrate ability to safely seat and move passengers with a physical disability.

7.0 INVOICING REQUIREMENTS

- 7.1 The providers must invoice DSAAPD using the Invoicing Workbook (IW-011), pursuant to the DSAAPD Policy Manual for Contracts, Policy X-Q; Invoicing.

APPENDIX E: *Contract Budget*

Unit Cost Contract Budget

Agency: UNITED CEREBRAL PALSY OF DELAWARE, INC
Program/Service: COMMUNITY LIVING PROGRAM
Contract Year: 7/1/2015-6/30/2016

STATE

A.	Unit Cost	<u>\$30.17</u>
B.	Planned Service Units	<u>5,800</u>
C.	Total Resources Needed	
a.	Maximum DSAAPD Resources (A x B)	<u>\$174,986</u>

SSBG

A.	Unit Cost	<u>\$0.00</u>
B.	Planned Service Units	<u>0</u>
C.	Total Resources Needed	
a.	Maximum DSAAPD Resources (A x B)	<u>\$0</u>

TOBACCO

A.	Unit Cost	<u>\$0.00</u>
B.	Planned Service Units	<u>0</u>
C.	Total Resources Needed	
a.	Maximum DSAAPD Resources (A x B)	<u>\$0</u>

OAA Programs (with Program Income)

A.	Unit Cost	<u>\$0.00</u>
B.	Program Income per Unit of Service	<u>\$0.00</u>
C.	DSAAPD Reimbursement Rate (A - B)	<u>\$0.00</u>
D.	Planned Service Units	<u>0</u>
E.	Total Resources Needed:	
a.	Maximum DSAAPD Resources (C x D)	<u>\$0</u>
b.	Program Income (B x D)	<u>\$0</u>
c.	10% Matching Funds (E.a) ÷ 0.9 - (E.a)	<u>\$0</u>

Total Contract Amount **\$174,986**

BUDGET WORKSHEET

UNITED CEREBRAL PALSY OF DELAWARE, INC
COMMUNITY LIVING PROGRAM
7/1/2015-6/30/2016

Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
C-1 Staff Salaries									
	\$103,777	\$0	\$0	\$103,777		\$0	\$0		
C-2 Staff Fringe Benefits									
	\$23,592	\$0	\$0	\$23,592		\$0	\$0		
C-3 Travel/Training (Total)									
Mileage = Rate \$0.00 X 0000	\$7,214	\$0	\$0	\$7,214		\$0	\$0		
Training	\$7,014			\$7,014					
Other (specify)	\$200			\$200					
C-4 Contractual (Total)									
	\$20,629	\$0	\$0	\$20,629		\$0	\$0		\$0
Rent (include cost per sq. ft.)									
Electricity	\$2,500			\$2,500					
Heat									
Telephone/Internet	\$2,225			\$2,225					
Utilities Other									
Printing/Advertising	\$50			\$50					
Postage	\$150			\$150					
Insurance	\$10,250			\$10,250					
Repairs	\$5,454			\$5,454					
Other (specify)									
Other (specify)									
Other (specify)									
Other (specify)									
C-5 Supplies (Total)									
	\$14,600	\$0	\$0	\$14,600		\$0	\$0		\$0
Office Supplies	\$500			\$500					
Paper Supplies	\$50			\$50					
Medical Supplies									
Program Supplies									
Photocopy									
Raw Food									
Prepared Meals									
Vehicle (oil, gas, etc)	\$14,050			\$14,050					
Other (specify)									
Other (specify)									
C-6 Equipment/Other Direct Costs (Total)									
	\$0	\$0	\$0	\$0		\$0	\$0		\$0
Other (specify)									
Other (specify)									
C-7 Indirect Costs (Total Salaries w/o fringe x rate)									
	\$5,189	\$0	\$0	\$5,189		\$0	\$0		
C-8 Total Budget									
	\$175,000	\$0	\$0	\$175,000		\$0	\$0		\$0
C-9 Total Budget w/o Local Cash / In Kind									
	\$175,000								

BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-1 Staff Salaries

Amount charged to DSAAPD \$103,777

Explain how Staff Salaries were determined and justify any increase from the previous contract year.

With the increase in the contract the Case Workers have each received a \$647/per year increase (or 3%). This brings them to \$22,185. per year, each. The additional staff are charged directly for hours worked in the program, and then as a percentage of their current annual salary. The Kent/Sussex Director oversees the entire program, and supervises staff and all paperwork related to the Kent/Sussex clients, with the exception of fiscal procedures. The New Castle County Case Manager oversees the two New Castle County Case Workers and all paperwork related to New Castle County clients. The Financial Manager prepares monthly reports, quarterly reports, annual contract renewals, and works with the Kent/Sussex Director and NCC Case Manager to keep the program on target for service hours. Please Note: The New Castle County Case Manager is new to this position, her resume has been included in the renewal packet.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD \$23,592

Fringe Benefits Rate 23%

Explain how Staff Fringe Benefits were determined and justify any increase from the previous contract year. Show the break down of the Fringe Benefit Rate.

Staff Fringe Benefits are comprised of: FICA-\$7,938.93 (7.65% of \$103,777); Worker's Compensation-\$1,463.26 (1.41% of \$103,777); Delaware Unemployment Insurance-\$621.48 (.8% of first \$18,500 of the five Case Workers = \$77,686 x .008); Hospitalization insurance-\$13,468.32-this represents the employer's portion of each employee's coverage at the percentage charged to the program. Full coverage is \$7,164 per year. Two of the employees charged at full time to this program decline hospitalization coverage and one of the employees charged at half-time is covered elsewhere.. BJ's/Sams Club membership-\$101..

BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-3 Travel / Training

Amount charged to DSAAPD \$7,214

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Mileage*

Mileage 17535 Rate \$0.40 Total Mileage = \$7,014.00

Amount charged to DSAAPD \$7,014

Mileage is charged at 17,535 miles at \$.40 per mile. These miles are for when a Case Worker takes a client out into the community in their own car. The actual total for the most recent 12 months paid by UCP is \$7,535. All staff are required to provide annually thier current and up-to-date driver's license. Staff who use their own vehicles are also required to show proof of current insurance and registration. UCP's insurance company provides a Driver Safety online class that all staff are expected to take and pass annually. NOTE: actual costs over the budget (for all Contractual line items) are covered by Grant-in-Aid or United Way; and, those activities are outside the scope of the contract.

* DSAAPD maximum allowable mileage rate is \$0.40/mile

Training

Amount charged to DSAAPD \$200

Training is charged at \$200 and is to allow the staff to attend the annual Life Conference and renew their CPR/First Aid certifications annually.

Other (specify)

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-4 Contractual

Amount charged to DSAAPD \$20,629

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Rent

Rental Location	Sq. Footage being charged to DSAAPD	Cost Per Sq. Ft.	Total
			\$0
			\$0
			\$0
			\$0
Total Rent			\$0
Monthly Rent			\$0

Total Months Charged to Rent:

Rent - Additional Narrative

Amount charged to DSAAPD \$0

Electricity

Amount charged to DSAAPD \$2,500

Electricity is charged at \$2,500. The actual electricity for this program is \$4,085, and other Occupancy charges not covered by this contract are \$2,562. These would be for heating oil, trash, water, and janitorial.

Heat

Amount charged to DSAAPD \$0

Telephone/Internet

Amount charged to DSAAPD \$2,225

Telephone/Internet charged to the contract is \$2,225 and represents cell phones for the five Case Workers. Total telephone/internet expenses for this program are \$3,785.

BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-4 Contractual (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Utilities Other **Amount charged to DSAAPD** **\$0**

--

Printing/Advertising **Amount charged to DSAAPD** **\$50**

Printing/Advertising are charged at \$50 per year and represent the cost of letterhead and envelopes as well as business cards. These items are charged at a percentage of actual costs as related to the program. NOTE: budgeted expenses for the other Contractual line items are considered 100% Community Living expenses and are not subject to a cost allocation plan.

Postage **Amount charged to DSAAPD** **\$150**

Postage is charged at \$150 per year or three rolls of stamps to allow notices and communication with clients. Some sase envelopes are provided to clients to allow anonymous program evaluations.

Insurance **Amount charged to DSAAPD** **\$10,250**

Insurance is charged for three vehicles full time and two vehicles half time. Each vehicle costs \$1,800 per year for insurance. Additionally a portion of the general liability has been charged to the program. The true annual cost of insurance for this program is \$14,415.

Repairs **Amount charged to DSAAPD** **\$5,454**

Repairs are charged at \$5,454. This is for vehicle repairs and maintenance. The actual total of repairs annually is \$8,000.

Other (specify) **Amount charged to DSAAPD** **\$0**

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BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-4 Contractual (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Other (specify)	Amount charged to DSAAPD	\$0
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Other (specify)	Amount charged to DSAAPD	\$0
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Other (specify)	Amount charged to DSAAPD	\$0
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Additional Contractual Narrative

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BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-5 Supplies

Amount charged to DSAAPD \$14,600

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Office Supplies

Amount charged to DSAAPD \$500

Office Supplies are charged at \$500. This is for ink, pens, file folders, pencils, tape, etc. Office Supplies annually cost \$2,100.

Paper Supplies

Amount charged to DSAAPD \$50

Paper Supplies are charged at \$50. Paper is consumed for client files, client communication, invoicing, quarterly reports, and annual contracts.

Medical Supplies

Amount charged to DSAAPD \$0

Program Supplies

Amount charged to DSAAPD \$0

Photocopy

Amount charged to DSAAPD \$0

Raw Food

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-5 Supplies (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Prepared Meals

Amount charged to DSAAPD \$0

Price per Meal \$0.00

of Meals 0

Total \$0

Vehicle (Oil, Gas, Etc.)

Amount charged to DSAAPD \$14,050

Vehicle (Oil, Gas, Etc.) is charged at \$14,050. This is for the respite trips taken in UCP vehicles.

Other (specify)

Amount charged to DSAAPD \$0

Other (specify)

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM 7/1/2015-6/30/2016

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-6 Equipment & Other Direct Costs

Amount charged to DSAAPD \$0

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Other (specify)

Amount charged to DSAAPD \$0

--

Other (specify)

Amount charged to DSAAPD \$0

--

Explain how **PROGRAM INCOME** was determined:

\$0

--

Explain how **INDIRECT COST** was determined:

\$5,189

Indirect Costs represent a small percentage of UCP's Management and Overhead expenses that are charged to the contract. Calculated as 5% of the Program's Salary budget line item.

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FINAL BUDGET

UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING PROGRAM 7/1/2015-6/30/2016

BUDGET ITEMS		BUDGET
C-1	Staff Salaries	\$103,777
C-2	Staff Fringe Benefits	\$23,592
C-3	Travel/Training	\$7,214
C-4	Contractual	\$20,629
C-5	Supplies	\$14,600
C-6	Equipment/Other Direct Costs	\$0
C-7	Indirect Costs (Total Salaries w/o Fringe x Rate)	\$5,189
C-8	Total Budget (Including Local Cash / In-Kind)	\$175,000

C-9	Total Budget w/o Local Cash / In-Kind	\$175,000
	Planned Units of Service	5,800
	Unit Cost	
	Planned Program Income	\$0
	Program Income per Unit of Service	\$0.00
	Other Resources (USDA Commodities)	\$0
	DSAAPD Resources Needed	\$175,000
	Total Resources w/o local cash/in-kind	\$175,000
	Reimbursement Rate	

OAA	SSBG	State	Tobacco
0	0	5,800	
\$0.00	\$0.00	\$30.17	\$0.00

OAA
\$0.00

DSAAPD Resources Needed = (C-9)Total Budget w/o Local Cash or In-Kind - Planned Program Income - Other Resources (USDA Commodities)
Reimbursement Rate = Unit Cost - Program Income per Unit of Service (for OAA units only)

COMPARISON WORKSHEET

UNITED CEREBRAL PALSY OF DELAWARE, INC

COMMUNITY LIVING PROGRAM

7/1/2015-6/30/2016

A. Projected Contract Expenses w/o Local Cash / In-Kind		Current Contract	Proposed Contract	Variance
% Line Item Change				
1.	Salary	\$100,069	\$103,777	3.7%
2.	Fringe Benefits	\$25,828	\$23,592	-8.7%
3.	Travel / Training	\$6,776	\$7,214	6.5%
4.	Contractual	\$19,906	\$20,629	3.6%
5.	Supplies	\$15,981	\$14,600	-8.6%
6.	Equipment / Other Direct Costs	\$0	\$0	
7.	Indirect Costs	\$0	\$5,189	
Total Projected Contract Expenses w/o Local Cash / In-Kind		\$168,560	\$175,000	3.8%
B. Project Revenue (Funding Sources)				
Total DSAAPD Funds Requested				
■ Final Budget		\$168,560	\$175,000	3.8%
Other Revenue Sources				
■ USDA		\$0	\$0	
■ Project Income		\$0	\$0	
Total Contract Revenue		\$168,560	\$175,000	3.8%
C. Units of Service				
■ Unit Cost (SSBG)		5,600	5,800	3.6%
■ Unit Cost (State)		\$30.10	\$30.17	0.2%
■ Unit Cost (Tobacco)		\$0.00	\$0.00	
■ Unit Cost (OAA)		\$0.00	\$0.00	
■ Reimbursement Rate (OAA)		\$0.00	\$0.00	
* Total Contract Revenue must equal Total Contract Expenses				
* Total DSAAPD Funds is the sum of Title III & NSIP Cash or SSBG				

APPENDIX F: *DSAAPD Policy Manual for Contracts*
(Included by Reference)

Link to DSAAPD Policy Manual for Contracts:

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

APPENDIX G: *Work Plan*

UNITED CEREBRAL PALSY OF DELAWARE, INC.
700A RIVER ROAD, WILMINGTON, DE 19809
302.764.2400
3249 MIDSTATE ROAD, FELTON, DE 19943
302.335.5626



Section 2: Technical Proposal

Corporate Qualifications

United Cerebral Palsy of Delaware, Inc. (UCP) was incorporated on November 13, 1953, and became a Full Member agency of the United Way of Delaware in 1968.

UCP's mission is to improve the overall quality of life, independence, and equality of children and adults with Cerebral Palsy and other disabilities and their families. UCP's values and tactics to achieve its mission are outlined in its Bylaws and Strategic Plan. These include:

- Provide direct service programs that assist families of children and adults with disabilities to live and function as full members of their community,
- Promote awareness and understanding of issues and research that impact upon people with disabilities,
- Support active community involvement, inclusive education and productive employment of people with disabilities,
- Collaborate with other agencies to support the empowerment of people with disabilities,
- Advocate for the rights of people with disabilities,
- Generate financial and human resources for improved services to people with disabilities.

In this regard, what UCP values is a quality of life in a community of equals for all people with Cerebral Palsy and other disabilities. UCP's national goal is "Life Without Limits for People with Disabilities."

A common misconception of UCP is that the agency works only with persons who have Cerebral Palsy. UCP serves people with all disabilities of all ages. All of UCP's programs and services are open to people with other disabilities.

UCP's programs are:

- Statewide Case Management and Advocacy,
- Summer Day Camping (Camp Manito and Camp Lenape),
- Community Living (formerly the UCP Community Respite Care program),
- The Client Assistance Program (CAP),
- Parents And Children Together at Tech (PACTT a day care program in Georgetown),
- Housing, including: Pioneer House, Harrington House I, II, & III, Garrett House, Wilmington Manor House, and Dartmouth Woods.

The UCP Community Living program, as proposed here, is a program that has evolved and changed over the years. UCP's Community Living program grew out of the agency's Community Respite Care program, which first opened in 1979. The UCP Community Respite Care program had two primary goals: first, to provide relief to family care givers for the adult with a disability that lived in the family's home; second, to help the person with the disability to access the community to work on the things that person needed to live successfully in the community, and avoid institutional placement.

UCP's Community Respite Care program evolved into the Community Living program for a very specific reason. The Respite Care program, which helped to relieve family care givers, also placed a huge emphasis on person with disability using respite time to achieve their goals and to access the community. Program participants completed Interest Inventories and an Individual Respite Plan (IRP) that listed their goals and what they wanted to do with their time in the program. This program feature became even more meaningful in 1991 when UCP acquired its first two wheelchair accessible vans to help support its Respite Care participants. The vans were used to transport respite participants into the community so that they could pursue their own personal goals. Accessible transportation, with a trained staff person who knew how to assist a person with a disability in the community, added a depth and vitality to the program that the participants and their families greatly appreciated.

In 2012, the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) changed the Community Respite Care Program to the Community Living Program. The goal of the Community Living program is to provide transportation and access to community resources to meet individual needs and interests of participants. The program specifications no longer required a program participant to have a family care giver who needed respite care services. The emphasis on access to the community remained a major component of the program. The person with the disability sets their own goals in the program, and the UCP Community Partner helps the person to access the community to accomplish those goals. UCP is committed to the development and delivery of consumer driven services, which maximize independence through individual choice in the least restrictive environment possible enabling individuals to continue living active and productive lives, and protecting those who may be vulnerable or at risk. Today, UCP has five vans statewide that are driven by Community Partners on a daily basis to support the program's participants. UCP has two vans in New Castle County and three vans in Kent and Sussex Counties.

UCP Statewide Case Management Program is an important part of its Community Living program. UCP's has two Case Managers who supervise the program's five Community Partners. The New Castle County Case Manager provides case management and supervises the program in northern Delaware, and the UCP Kent/Sussex Director provides case management and supervises the staff in southern Delaware. When a family or an adult with a disability contacts the agency for the first time for assistance, the initial contact is with the UCP Case Manager. That person knows the scope of UCP's services; and, more importantly, the scope of services in the community. The Case Manager puts the family in contact with what they need – either from UCP or from another agency. The Case Management program is the entry point for services. The UCP Case Managers meets with the participants in the program at least twice the first year

of service and at least annually after the first year. The Case Manager also meets participants as needed for other services.

Case Management is one of the agency's most important programs. The goal of the UCP Case Management program is to get families the services they need to live successfully in the community, and avoid institutional placement. UCP has been operating a Case Management program since the mid-1960s.

Summary of Completed Projects

UCP Housing Program: UCP has created new housing options for people with physical disabilities. In 1999, UCP opened Pioneer House. UCP developed the funding for acquisition and renovation of the residential home, located in Newark, Delaware. Pioneer House provides community living for four adults with physical disabilities. Pioneer House is a group home model and is operated by Resources for Human Development, Inc. (RHD) under a contract with the state of Delaware.

UCP has also created Garrett House Apartments in Wilmington. Funded through a HUD 811 grant, Garrett House has seven apartments, five one-bedroom and two two-bedroom apartments. The building is completely accessible and provides independent living with support service for people with physical disabilities. Garrett House cost \$1.8 million dollars to build and was supported through HUD, the City of Wilmington, New Castle County, the Delaware State Housing Authority (DSHA), Bank of America, JP Morgan Chase, the Longwood Foundation, Crystal Trust, and Delmarva Power. Garrett House is fully occupied.

UCP has also created housing by utilizing the Neighborhood Stabilization Program (NSP). Working with partners such as New Castle County, Kent County, and DSHA, UCP has created four NSP homes for people with disabilities. Two of the homes are single family residences; these homes are occupied by a family who has an adult member with a disability. The other two homes are ones that two unrelated people with a disability can share for residence.

Transition Coordinator Program & Passport to Independence: UCP has had two contracts with the state of Delaware to provide transition coordinator services for people with disabilities who want to move out of facility based care and into the community. Both of UCP's efforts in this service area have been successful. The UCP Case Managers in these programs provided intense case management to assist individuals move from nursing home situations into the community.

Housing Case Management: UCP has been providing Housing Case Management for referrals from DSAAPD since 2011. The goal of the program is to provide case management to help people in institutions to move into the community housing of their choice. An additional feature of the program is to help find community housing for people with disabilities who are in danger of being placed in a nursing home. UCP has done this service under separate contracts for DSAAPD (this contract is still in effect) and for the Division of Substance Abuse and Mental Health (DSAMH). This contract ended successful in 2013.

References

Shawn Stevens
United Way of Delaware
(302) 573-3700

Lottie Lee
Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
(302) 255-9141

Nicole Waters
New Castle County
Program Specialist
(302) 395-5644

Below is a three year listing of contracts that UCP has with the State of Delaware:

Social Service Block Grant Respite

Community Living Respite

Community Living Program

Department of Health and Social Services
Division of Services for Aging and Adults with Physical Disabilities
Maria Harmer-Social Service Administrator
1901 N. DuPont Highway, Main Building, Room 139
New Castle, De 19720
302.255.9966
7/1/11-6/30/13 - \$279,880
7/1/13-6/30/14 - \$168,560

Housing Case Manager Program

Department of Health and Social Services
Division of Substance Abuse and Mental Health
Carlyle F. H. Hooff, M. ED.-
Director Behavioral Health Community Integration-Housing
1901 N. DuPont Highway
New Castle, DE 19720
302.255.2780
6/1/12-2/28/13 - \$54,000

Housing Case Manager Program

Department of Health and Social Services
Division of Services for Aging and Adults with Physical Disabilities
Lottie Lee-Davis
1901 N. DuPont Highway
New Castle, DE 19720
302.255.9141
11/1/11-9/30/14
Amount: \$49,999 per year

House Manager -Dartmouth Woods

Department of Health and Social Services

Division of Services for Aging and Adults with Physical Disabilities

Lottie Lee-Davis

1901 N. DuPont Highway

New Castle, DE 19720

302.255.9141

11/1/11-9/30/12 - \$19,540

10/1/12-9/30/13 - \$19,710

10/1/13-9/30/14 - \$19,907

Birth to Three

Department of Health and Social Services

Division of Management Services

Peggy Miller

2nd Floor, Main Building

1901 N. DuPont Highway

New Castle, DE 19720

302.255.9132

7/1/11-6/30/12 - \$1,200

7/1/12-6/30/13 - \$1,200

7/1/13-6/30/14 - \$1,200

Step Up 3 Program

Delaware State Housing Authority

Keanna Faison

18 The Green

Dover, DE 19901

302.739.4263

7/11-12/11 - \$15,910

Work Plan**Service Unit**

A service unit is defined as one hour of Community Living program time. Program time starts when the Community Partner arrives and begins to work with the program participant and it ends when the Community Partner leaves the program participant when the time is over. Travel time to and from the program participant's home is not counted toward the service unit. A typical visit to a program participant will be two to four hours in length.

UCP will provide 5,800 service units to 60 program participants in FY-2016 (July 1, 2015 – June 30, 2016). The program will operate in all three Delaware counties.

Service Goal

United Cerebral Palsy's Community Living Program (CL) is a service which provides eligible persons opportunities for personal, social, and/or educational enrichment through access to community resources. It is this goal that makes UCP's Community Living program unique. UCP's staff spends time with the eligible participant and encourages him or her to make the service their own personal time for growth and development. In addition, UCP's Community Partners provide accessible transportation to enable program participants to access the community resources they need. UCP has five fulltime Community Partners and five wheelchair accessible vans to support the program goals.

An important aspect of community based service models is their capacity to strengthen an individual's ability to be independent in the community and to avoid institutional placements. It is also a great way to strengthen the person's family, who are often a source of support for continued community living. Programs that support and preserve the individual and the family can prevent or reduce the need for institutional placement, offer protection for adults who are unable to protect themselves from neglect or abuse, and encourage families to maintain economic self-support in order to reduce dependence. UCP's Community Living program fits directly into these program models.

The first goal of the UCP Community Living program is to provide transportation and access to community resources to meet individual needs and interests of program's participants. Through access to the community, UCP encourages our participants to take advantage of opportunities that are available to them in the community. Service hours can be scheduled weekly, semi-monthly, or monthly, depending on the participants needs. Each visit will last from two to four hours (most visits average 3.5 hours). Service visits, whether they are set weekly, semi-monthly, or monthly, are then available on that basis for as long as needed. (NOTE: there is a small number program participants who are in isolated locations or living situations whose only contact with the community is through the UCP Community Partner. These individuals may get a longer time per program visit, sometimes 5 – 7 hours.)

The second goal of the program is to complete a Community Living Intake Form and Individual Care Plan (ICP) for each program participant. It is the responsibility of the UCP New Castle County Case Manager and the UCP Kent/Sussex Director, who provide Case Management for the program, to do the Intake form and the ICP and keep them current. For new referrals who are accepted into the program, an Intake form and an ICP will be done within five (5) days.

A third goal of the program is to emphasize to the eligible participant that Community Living service time is their time to use constructively. Eligible participants will be encouraged to use their allotted service time to address particular needs and interests as outlined in their ICP. UCP has operated its community programs in this manner for over 30 years. The use of UCP's accessible five Community Partners and five accessible vans to take individuals out into the community is an especially tremendous asset in this regard. It should be emphasized that the Community Living program provides transportation, but is not a transportation service. Community Partners transport a person to get to specific locations in the community, and then accompany that person throughout the service time to assist the participant to accomplish their task at that location.

A fourth goal of the Community Living Program is to provide Case Management. UCP Case Manager will evaluate at the time of determining eligibility or through follow up home visits if referrals are need to other services or programs from which the participant would benefit.

Service Area (geographical)

The Community Living (CL) program will serve eligible participants within the State of Delaware. UCP has two Community Partners in New Castle County and three Community Partners for Kent and Sussex County. All the staff positions are filled and all the vans are in place to provide the service statewide. UCP has provided this service statewide for over 30 years.

Service Location (address, available space, accessibility, and hours/days of operation)

United Cerebral Palsy of Delaware, Inc. (UCP) is a private, non-profit organization serving persons with disabilities statewide. UCP's offices are located at the UCP Center at 700A River Road, Wilmington, DE 19809 and at the UCP Center for Southern Delaware (Camp Lenape), at 3249 Midstate Road (which is Route 12), Felton, DE 19943. Both locations are fully accessible to persons with disabilities. UCP's offices have electric door openers, ramps, accessible rest rooms, etc. UCP's offices are open Monday to Friday, 8:30 am to 4:30 pm. The CL program will operate during business hours and will also serve individuals in the evening and during weekends, if needed.

Time Frames to accomplish Work Plan

The time frame for this project is July 1, 2015 to June 30, 2016.

Staff is in place and UCP has done outreach in the past for the program. UCP will be able to operate the program from the beginning of the contract. Staff will not have to be hired and trained. UCP currently has two wheelchair accessible vans that serve New Castle County and three wheelchair accessible vans that serve Kent and Sussex County.

Describe how you plan to meet the service standards of the program included in the Service Specifications

- The agency must comply with all applicable Federal, State, and local rules, regulations, and standards applying to the service being provided. *Response* - - UCP has been running a program of this type for many years. UCP does comply and will continue to comply with all applicable Federal, State, and local rules, regulations, and standards.
- Staff must maintain current knowledge of community based events, activities, and trainings that are of interest to the participants. *Response* - -Staff training to upgrade the quality of UCP's Community Living services is ongoing. UCP's current CL workers have attended conferences sponsored by different organizations. Topics have included information about seizure disorders, rehabilitation programs, community living, and attendant care. Annual training in CPR and First Aid are certified by the Red Cross. UCP has also begun to use a Care Giver's Workshop at Delaware Technical & Community College for new staff. UCP trains its staff in the operation of its wheelchair accessible vans. Training is on use of the lift, safety procedures, and use of the wheelchair tie downs.

- Vehicles must be accessible to persons with physical disabilities. Response - -All of UCP's vans have either wheelchair lifts or accessible ramps. The vans have tie downs safety equipment and all staff are trained in the use the tie down equipment to insure safety for the transportation of program participants.
- Vehicles must be maintained in a safe operating condition. Response - - All of the UCP vans used in the CL programs are maintained in a safe, operating condition, and UCP keeps records of repairs and service for the vans.
- All requests for service must be processed within five (5) working days of receipt, including identification of possible eligibility for CL type services funded from a source other than this program. Response - -UCP will process all referrals to the program within five (5) working days. If a possible Community Living type service is available from another source, UCP will determine, with input from the person with the disability if that program will meet their needs. UCP's Case Managers will make appropriate referrals for service.
- The provider will complete an assessment form for any participant interested in the program to assure participant eligibility. If the participant is determined eligible for Community Living service, the provider must develop a care plan each new participant within five (5) working days determining eligibility. The care plan must include potential participant activities, authorized weekly hours and any referrals to other programs or services from which the participant would benefit. Response – The UCP Case Manager will be the staff person who will determine eligibility for the program. The Case Manager will work with the potential participant to complete an application for the program to determine eligibility. Once the person is determined eligible, the Case Manager will prepare an Individualized Care Plan (ICP) for the participant through the use of Interest Inventory, which is a tool to help the participant to determine interests and activities. The ICP will identify the Community Living service that will be provided to the participant. The plan will include the participant's program activities and the hours and time that the service will be provided. The plan will also include referrals to other services and programs, as needed, that might help the program participant. An Individualized Care Plan (ICP) must be developed for each new participant within five (5) working days after enrollment. Consultation between the participant and the UCP Case Manager will address how to meet their needs in the program. Both parties will have input to the ICP and will sign the plan. Plans will be available for review by the DSAAPD monitor.
- The provider care plan will identify those services to be provided to the participant. The care plan must be reassessed within 6 months of the start of the program and annually thereafter, with revisions made in the care plan as necessary. Response - -UCP will reassess program participants per the required schedule and will make necessary changes to the ICP, whenever needed. The reassessments will be in the case file for review, and will be signed by the program participant and the UCP Case Manager. Caseloads are reviewed twice a month when UCP's Case Managers meet with CL staff to review the program, the current participants, and schedules.

- Individual participant files must be considered confidential and maintained in a locked filing cabinet. Response - - Individual participant files are considered confidential and are kept in the locked filing cabinet of the UCP Case Managers. Files for participants in the New Castle County are kept in the filing cabinet of the NCC Case Manager at the UCP main office at 700A River Road; files for the participants in Kent and Sussex County are kept in the filing cabinet of the UCP Kent/Sussex Director at the UCP Camp Lenape office at 3249 Midstate Road in Felton DE. UCP is responsible for maintaining records of service utilization and for submitting all required reports in a timely manner. UCP maintains the records of services provided in the CL program and will provide access to DSAAPD to program information, participant records, and other data, as needed, for purposes of program monitoring and evaluation during monitoring visit. The CL Program files are up-to-date and during previous monitoring visits have met all the requirements of the Division. UCP submits program reports on a timely basis.
- Clear Policies regarding cancellations and other matters relayed to the operation of the program must be developed and distributed in writing to all program participants. Response - -UCP does have a written cancellation policy and copies are given to the families.
- Outreach for this program will be carried out by the provider agency. Response - -UCP does Outreach for this program and will continue to do so. UCP has developed a brochure for the UCP Community Living Program and it has been included in both the paper and CD formats

Allowable Services

The following services are allowable for the participant through Community Living services:

- Transportation to community social, education resources and other enrichment activities determined by the participant and program staff to be appropriate and of value to the participant,
- Transportation to shopping or appointments in the community,
- Assistance with activities of daily living,
- Participation in physical fitness and self-defense activities,
- Attending education or training events,
- Participating in social groups and community organizations,
- Volunteering at schools, hospitals, community organizations or other locations.

Prohibited Services

The following services are prohibited for the participant through Community Living services:

- Skilled care,
- Nail or foot care,
- Makeup, hair setting or barbering,
- Heavy duty cleaning, furniture moving or other heavy work,
- Lawn care, garden, raking or snow removal,
- Transportation to activities which are considered illegal by the State of Delaware,

- Financial or legal advice or services (except for referral to qualified agencies or programs),
- Any activity that could be a health or safety hazard.

Staff Requirements

- Community Living service care workers shall have and maintain First Aid and CPR certification. Certification must be kept on file with the agency. Response - - UCP's Community Partners do have current certification in First Aid and CPR from the Red Cross. These are updated annually. UCP maintains an annual training routine, so that staff are fully trained and familiar with agency procedures.
- Drivers must possess a valid driver's license with copies on file with agency. Response - - All of UCP's Community Living Partners drive the UCP vans and provide community access for participants in the program. All Partners have a valid driver's license, and copies of their licenses are kept on file with the agency.
- Drivers must be trained in and/or demonstrate ability to safely seat and move passengers with physical disabilities. Response - - All of UCP's drivers have been trained in the proper use of the van lift, in the proper use of the tie down equipment, and how to move wheelchairs safely. All drivers can demonstrate this.

Waiting Lists

UCP does have a short waiting list of people with disabilities for the Community Living program. Currently there are five individuals on the list. UCP manages the list according to the DSAAPD policy regarding Participant Service Waiting Lists.

Invoicing Requirements

UCP does follow the DSAAPD procedures for submitting invoices for the Community Living program according to the Policy Manual for Contracts. UCP includes the following information on all invoices: the legal name of participants in the program, the number of service units (hours) provided to each participant, the service unit cost, the total service units (hours) provided, and the total DSAAPD funds earned by UCP.

Services that will be offered in the program and how they will meet the individual needs of the participants.

The Community Living Program accepts referrals from individuals and agencies. Referrals for UCP's Community Living program have come from schools, the Easter Seals Society, the Dupont Hospital, the Client Assistance Program, Delaware Help Line, the Division of Social Services, and the Division of Services for Aging and Adults with Physical Disabilities. UCP has also made several presentations to staff of DSAAPD during training periods to inform them of the program.

After referral, the Case Manager will make a home visit to interview the family and assess their need for services. The Case Manager will complete the Community Living Intake form for the prospective participant.

If the person with the disability is eligible and there is an opening in the Community Living Program, the participant will be given a service slot in the staff worker's schedule. Times can be scheduled at the mutual satisfaction of both the worker's schedule and the participant's schedule. Again, service visits can be scheduled weekly, semi-monthly, or monthly, depending on the person's needs. The schedule for service visits will be agreed to by all concerned, and will be the regularly appointed time.

Communication is an important part of the visits. The Community Living worker's dependability, competence, and patience can build the trust of the participant in the program and the worker. During the first visit, the participant will be encouraged to discuss needed and/or appropriate activities.

Another important part of the first visit will be the completion of an Interest Inventory administered by the UCP Case Manager. This tool, developed by UCP and staff from DSAAPD, will enable the Case Manager and the staff worker to identify interests that the participant has or may spark other interests that the participant wishes to pursue during service time. The interests identified by the inventory will become part of the participant's goals and objectives listed in their Individual Care Plan (ICP). UCP will keep the inventories on file and will review them with the participant each time the participant's ICP is reviewed. The ICP is signed by the Case Manager, the community partner and by the program participant, or, if appropriate, a family member. A copy of the ICP is given to the program participant and one is kept on file in the UCP office.

If needed, the community partner can accompany the program participant with a family member to a physician's appointment or therapy session to gain more knowledge about the participant and his or her needs. The community partner and the family also complete an Emergency Medical Information and Release sheet that contains important emergency phone numbers, health insurance information, and the names of family physicians. This information is with the Partner on all visits. This procedure has been developed by UCP over many years of experience. It places the participant at the center of the plan and is highly effective as a tool for the program's success.

Community Living visits can cover a broad range of activities. Examples of activities can include, but are not limited to the following:

1. Trips to shopping malls, stores, public libraries, movies, restaurants, parks, museums, etc.
2. Assistance with educational goals.
3. Assistance attending classes or training events of interest to the participant.
4. Assistance participating with social groups and/or community organizations.
5. Assistance with volunteering with community organizations.
6. Assistance with craftwork that is of particular participant interest.
7. Aid in making arrangements for, or transportation to, special services; i.e. doctor or clinic appointments, food and clothing closets, eyeglass fittings, wheelchair repair.
8. Individual instruction in independent living skills and personal hygiene upon client request.

Community Living service is the participant's time to use effectively. Use of the accessible vans in the program will encourage community participation. Transportation to access the community (which started many years ago UCP's original Community Respite Care program) has been a hallmark of the program.

Short, regularly scheduled Community Living visits mean that participants get ongoing, planned opportunities to access the community and address their needs. This type of service can also ease tensions for a participant that might be in crisis or prevent a person's problems from reaching crisis proportion. This form of service also helps to reduce the possibility of neglect, abuse, and institutionalization. It promotes stability and can make for a successful life in the community.

A second benefit of the program is that participants are eligible for any of UCP's supportive services, especially Case Management. All program participants and their families can receive social services from the UCP Case Management Program. UCP has a Case Manager for New Castle County; the UCP Kent/Sussex Director is the Case Manager for those who need services in lower Delaware. The Case Manager helps families with needs that go beyond the Community Living service. The Case Manager works with the individual and their family to address problems that have a direct bearing on the life and stability of the participant.

The Case Managers can help families with Social Security and food stamp issues, and can refer families to food closets and provide transportation if needed. The UCP Case Management program can help families find accessible, low income housing or can work directly with city and county home rehabilitation programs to make a home more accessible. The Case Managers can provide information about education opportunities, and can make referrals to home health agencies if an elderly family member can no longer handle the daily personal care of an adult with a disability. The Case Managers can order equipment such as wheelchairs, bath seats and porch lifts, and then arrange payment for these items from various insurance companies, community groups or other private agencies.

A second benefit is the impact the staff worker, acting as a community partner, has upon the program participant. Their one-on-one relationship allows them to work on particular projects or activities that the participant wants to address. This is a unique aspect of the program. Use of UCP's wheelchair accessible vans again make this part of the program possible, and get participants out into the community.

Outreach activities used to recruit participants and staff, emphasize the activities for the target groups.

The UCP Case Manager and the UCP Kent/Sussex Director will advertise the program to support groups sponsored by the Multiple Sclerosis Society, Easter Seals, Independent Resources, Inc., head injury groups, and other agencies. The Case Managers will also distribute program brochures to interested community groups and to staff of the Division of Services for Aging and Adults with Physical Disabilities. The participants and families served by agencies such as the Easter Seals Society and Kent Sussex Industries will be notified about the program and will be given brochures and application information. The Case Managers will also be available to attend training sessions of the Division staff to present the Community Living program to staff in order to encourage their referrals to the program.

UCP's Housing program has grown in recent years, and UCP now has seven homes for people with disabilities, four in New Castle County and three in Kent County. All of UCP Housing participants will be made aware of the UCP Community Living program and encouraged to use its services. In recent months, several residents have started to use the program. A New Journal article and video about care givers recently featured one of UCP's housing residents who use the Community Living Program to access the community. We have posted the link to the article and video here:

<http://www.delawareonline.com/story/news/local/2014/02/14/for-home-caregivers-theres-no-waiting-out-the-storm/5499481/>

UCP will also look at other ways to promote the program. The Kent/Sussex Director will make a presentation to staff of DSAAPD in their Milford offices, which covers residents in Sussex County. UCP will also distribute its brochures about the program statewide to home health agencies and physical therapists and to a wider network of other social service agencies in southern Delaware such as YM and YWCAs, Girls Clubs, Del Tech Community College, Red Cross, etc.

Describe your internal evaluation and monitoring system

UCP monitors and evaluates the Community Living program in several ways. The Case Managers meets with staff twice per month. The Case Managers also visit regularly with families to monitor the program and to update participant eligibility. The Case Managers meet yearly with the Monitor from DSAAPD. The Case Manager will send a survey annually to the participants to evaluate the services they are receiving through the Community Living Program.

Describe linkages with other agencies

UCP is linked to many agencies in the community. UCP's Case Managers receive referrals from and give referrals to many agencies including: DSAAPD, the Easter Seals Society, the MS Society, Independent Resources, Inc., the Dupont Hospital for Children, the John G. Leach School, The Mary Campbell Center, etc. Case Managers, staff, and volunteers represent UCP on numerous Councils and professional groups including: the State Council for People with Disabilities, DelARF, the Developmental Disabilities Council, the State Rehabilitation Council, the State Independent Living Council, etc. UCP is an active advocate on behalf of people with disabilities and their families.

Program Forms

UCP has developed a series of forms and policies used to help administer the Community program. Here is a list of the forms used by UCP:

- UCP Intake Form,
- Trip Cancellation Policy,
- Program Evaluation Form w/ sample cover letter,
- 4 Month Cancellation Policy,
- Grievance Procedure,
- Emergency Plans and Procedures.

We have included paper copies in our packet and we have included them on the application CD.

Project Staffing

Identify the number and type of staff involved in the project, including identification of the bidder's project manager. Summarize their qualifications related to specific requirements of this project.

UCP has five Community Partners in the Community Living program; all of the Community Partners are full time staff. Two of the Partners serve New Castle County. One person has been with the program for over five years and the other partner has been with the program for over ten years. Both have extensive experience working with people with disabilities. Three of the Partners serve in Kent and Sussex County. Two of them have been with the program for over five years, and one has been with the program for two years. All of them have extensive experience working directly with people with disabilities, and one of them is also the parent of a child with Cerebral Palsy, and thus has a great deal of life experience working with this population. Whenever possible, UCP tries to hire individuals who have a background in working with the population. The individuals that UCP picks for these positions should have a work background that demonstrates an ability to work without immediate supervision, an attitude of responsibility for both the people UCP serves and for company property (especially motor vehicles), and have a friendly and caring manner.

UCP has two Case Managers who supervise the program staff who work in their part of the state. The staff are the New Castle County Case Manager and the UCP Kent Sussex Director who provides case management downstate. The Kent Sussex Director has a Masters in Social Work (MSW). The Kent Sussex Director has been with UCP for 23 years. The NCC Case Manager is working toward a degree and been with UCP for four years. The NCC Case Manager has been a manager in our housing program, the administrator of our summer day camp (Camp Manito), and is the parent of a child with Cerebral Palsy. Because of her personal life and her work here at UCP, she has a great deal of experience working with the population.

Because there is a change in the NCC Case Manager position, we have included her resume with the renewal information.

A valid Delaware Driver's License is required for all of the above positions since transportation in the community is offered as part of the Community Living Program. Staff are also required to have proof of insurance and proof of registration.

The Case Managers are supervised by the UCP Associate Executive Director and the UCP Executive Director. The Associate Executive Director has been with UCP for 15 years and oversees all of the agency's accounting and billing. She has many years of hands on experience with the State's billing and reporting procedures for this program. Except for one year, the UCP Executive Director has been with UCP since 1981, and started as a worker in the agency's Respite Care program, which was the predecessor of today's Community Living program. He is the project manager for the Community Living program, has been the project

manager for all of UCP's Respite and Community Living programs, and has supervised all agency programs since 1986.

Include resumes of professional staff. Please redact private identifiers such as home addresses, home phone numbers, and social security numbers.

Resumes for all of the individuals who fill the above positions have been included previously on the Corporate Confidential Information CD. All of the above positions are currently filled. We send resumes for new staff.

Job descriptions for all staff must be included. Descriptions must include the hours the staff person works each week and the number of hours assigned to this program each week.

Job descriptions for all of the positions listed above been included on the Corporate Confidential Information CD. None of our job descriptions have changed for this contract renewal.

All full time UCP staff work a 37.5 hour week.

The five Community Partners are full time employees and are responsible to the Community Living Program. Three of the staff are charged to the program at 100% of their time every week. Two of the Community Partners are charged to the program at 50% of their time every week. They are identified in the Work Books.

The two Case Management positions are also full time employees; the NCC Case Manager is responsible for 10% of her time to the program every week; the Kent/Sussex Director is responsible for 23% of her time to the program every week.

The UCP Associate Executive Director and the UCP Executive Director are both full time; the Associate Executive Director is responsible for 5% of her time to the program every week. The UCP Executive Director is not charged to the program.

A Program Organization Chart and an agency organization chart must be included, showing lines of authority.

UCP has included a revised Program Organization Chart and a revised UCP Organization Chart with the Contract Renewal.

Standard Contract Note:

UCP does not have an objection to the contract provisions or the RFP and its procurement provisions.

Thank you.