



**Contract No. 35-1400-2017-20**  
**CATS Sys Doc ID: 018361-0002-0000**

**PROFESSIONAL SERVICES AGREEMENT  
for  
COMMUNITY LIVING**

This Professional Services Agreement ("Agreement") is entered into as of July 1, 2016 and will end on June 30, 2017, by and between the State of Delaware, Department of Health & Social Services, Division of Services for Aging & Adults with Physical Disabilities ("Delaware"), and United Cerebral Palsy of Delaware, Inc. (the "Vendor"), with offices at 700A River Road Wilmington DE 19809.

WHEREAS, Delaware desires to obtain certain services to Community Living.

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

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

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

**1. Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof, including Appendix A, Divisional Requirements; Appendix B, HIPPA Business Associate Agreement; Appendix E, Policy Manual for Contracts; and, the other appendices, as referenced.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as Appendix F; and (c) Vendor's response to the request for proposals, attached hereto as Appendix F. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its

performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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

## 2. **Payment for Services and Expenses.**

- 2.1. The term of the initial contract shall be from July 1, 2016 through June 30, 2017.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C, Service Specifications. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D, Budget.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix G, Work Plan will not exceed the fixed fee amount of \$224,997. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

- 2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.8. Invoices shall be submitted to: [william.abernathy@state.de.us](mailto:william.abernathy@state.de.us), or as directed.

### **3. Responsibilities of Vendor.**

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee

of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### **4. Time Schedule.**

- 4.1. A project schedule is included in Appendix G, Work Plan.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix D, Budget.

#### **5. State Responsibilities.**

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities

under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.

- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
  - a. Copies of reports, surveys, records, and other pertinent documents;
  - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

## **6. Work Product.**

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided

will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **7. Confidential Information.**

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

## **8. Warranty.**

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

## **9. Indemnification; Limitation of Liability.**

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
  - a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
  - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that

- i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
  - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
  - a. Delaware's misuse or modification of the Deliverable;
  - b. Delaware's failure to use corrections or enhancements made available by Vendor;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
  - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
    - i. Procure the right for Delaware to continue using it,
    - ii. Replace it with a non-infringing equivalent,
    - iii. Modify it to make it non-infringing.

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

## **10. Employees.**

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

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

## **11. Independent Contractor.**

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

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

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

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

## **12. Suspension.**

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

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

### 13. Termination.

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

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

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

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

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

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**14. Severability.**

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

**15. Assignment; Subcontracts.**

- 15.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 15.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 15.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 15.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

**16. Force Majeure.**

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

**17. Non-Appropriation of Funds.**

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

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

**18. State of Delaware Business License.**

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

**19. Complete Agreement.**

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

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

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

**20. Miscellaneous Provisions.**

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

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

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

- 20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 20.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

## 21. Insurance.

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

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or
- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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

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

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

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

## **22. Assignment of Antitrust Claims.**

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

## **23. Governing Law.**

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

## **24. Notices.**

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

DELAWARE:

**Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)  
1901 N. DuPont Hwy. Main Building Annex, Room 107  
New Castle, DE 19720  
Attn: Contract Manager**

VENDOR:

**United Cerebral Palsy of Delaware, Inc.  
700A River Road  
Wilmington, DE 19809**

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

**Contract No. 35-1400-2017-20**  
**CATS Sys Doc ID: 018361-0002-0000**

**For the Contractor:**  
United Cerebral Palsy of Delaware, Inc.

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

Signature on File

Signature on File

\_\_\_\_\_  
William J. McCool, III  
Executive Director

\_\_\_\_\_  
Lisa Bond  
Director, DSAAPD

Date

4/26/16

Date

5/5/16

dtw

## **APPENDIX A: *Divisional Requirements***

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### **Sanctions – Revised 10/21/15**

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

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

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

## **APPENDIX B: HIPAA Business Associate Agreement**

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### **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, 2016** and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information (“PHI”) to Business Associate (collectively, the “Master Agreement”);

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

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

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

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

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

(i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;

(ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

(iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.

(c) **Minimum Necessary.** Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.

(d) **Safeguards.** Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.

(i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.

(ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.

(iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.

(e) **Agents and Subcontractors.** Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

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

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

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

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

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

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

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

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

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

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

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

3. **Obligations of Covered Entity.**

(a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. **Term and Termination.**

(a) **Term.** This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

(b) **Termination Upon Breach.**

(i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.

(c) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

(d) **Effect of Termination.**

(i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.

(ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate

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

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

5. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covered Entity**  
By: Signature on File \_\_\_\_\_  
Name: Lisa Bond  
Title: Director, DSAAPD  
Date: 5/5/16

**Business Associate**  
Signature on File \_\_\_\_\_  
By: [Signature]  
Name: William J. McCool, III  
Title: Executive Director, UCP  
Date: 4-26-16

**APPENDIX C: *Service Specifications***

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

## Community Living Service Specifications

### Revision Table

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



**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.



- 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.



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

## Community Living Service Specifications

### 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 D: *Budget***

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# Unit Cost Contract Budget

**Agency:** UNITED CEREBRAL PALSY OF DELAWARE, INC  
**Program/Service:** COMMUNITY LIVING  
**Contract Year:** 7/1/2016-6/30/2017

## STATE

A.	Unit Cost	\$32.17
B.	Planned Service Units	6,994
C.	Total Resources Needed	
a.	Maximum DSAAPD Resources (A x B)	<b>\$224,997</b>

## SSBG

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

## TOBACCO

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

## OAA Programs (with Program Income)

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

**Total Contract Amount** **\$224,997**

**BUDGET WORKSHEET**  
**UNITED CEREBRAL PALSY OF DELAWARE, INC**  
**COMMUNITY LIVING**  
**7/1/2016-6/30/2017**

Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
<b>C-1 Staff Salaries</b>									
C-2 Staff Fringe Benefits	\$146,106	\$0	\$0	\$146,106	\$0	\$0	\$0	\$0	
C-3 Travel/Training (Total)	\$14,275	\$0	\$0	\$14,275	\$0	\$0	\$0	\$0	
Mileage = Rate \$0.00 X 0000	\$8,100	\$0	\$0	\$8,100	\$0	\$0	\$0	\$0	
Training	\$7,700			\$7,700					
Other (specify)	\$400			\$400					
<b>C-4 Contractual (Total)</b>	<b>\$34,903</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,903</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Rent (include cost per sq. ft.)									
Electricity	\$4,100			\$4,100					
Heat									
Telephone/Internet	\$6,400			\$6,400					
Utilities Other									
Printing/Advertising	\$50			\$50					
Postage	\$140			\$140					
Insurance	\$17,113			\$17,113					
Repairs	\$7,100			\$7,100					
Other (specify)									
Other (specify)									
Other (specify)									
Other (specify)									
<b>C-5 Supplies (Total)</b>	<b>\$12,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Office Supplies	\$2,200			\$2,200					
Paper Supplies	\$50			\$50					
Medical Supplies									
Program Supplies									
Photocopy									
Raw Food									
Prepared Meals									
Vehicle (oil, gas, etc)	\$10,600			\$10,600					
Other (specify)									
Other (specify)									
<b>C-6 Equipment/Other Direct Costs (Total)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Other (specify)									
Other (specify)									
<b>C-7 Indirect Costs (Total Salaries w/o fringe x rate)</b>	<b>\$8,766</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,766</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>C-8 Total Budget</b>	<b>\$225,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$225,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>C-9 Total Budget w/o Local Cash / In Kind</b>	<b>\$225,000</b>								

# BUDGET WORKSHEET SUPPLEMENT

## UNITED CEREBRAL PALSY OF DELAWARE, INC

### COMMUNITY LIVING

7/1/2016-6/30/2017

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

#### C-1 Staff Salaries

Amount charged to DSAAPD \$146,106

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

The increase in the contract will allow for the Community Partners to receive a 3.5% increase again this year. This will bring their annual salary to \$22,962. There are six (6) full time Community Partners, three to serve NCC Clients and three (3) to serve Kent/Sussex clients. There is one (1) part time staff person at 1/2 time to serve Kent/Sussex clients. There is an increase of Community Partners staff of 1.5. Of the six full time Community Partners four (4) are charged 100% to the program and two (2) are charged at 50% to the program. The New Castle County Case Manager oversees the three NCC Community Partners and all paperwork related to the NCC clients. 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 Associate Executive Director/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. The NCC Case Manager is charged at 10% to the program, the Kent/Sussex Director is charged at 23% to the program and the Assoc. Executive Director/Financial Manager is charged at 5% to the program. Salaries total \$146,106.

#### C-2 Staff Fringe Benefits

Amount charged to DSAAPD \$14,275

Fringe Benefits Rate 10%

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-\$11,177.11 ( $\$146,106 \times .7/65\%$ ); Worker's Compensation-\$2,629.93 ( $\$146,106 \times 1.8\%$ ); Delaware Unemployment Insurance-\$325.29 (.3% of the first \$18,500 of the seven Community Partners =  $\$108,443 \times .003$ ); and BJ's/Sam's Club membership for the Community Partners at the percentage they are charged to the program. This membership is \$25 each (5 @ \$25 + 3 @ \$13) and totals \$139. Please note that the Case Managers and Associate Executive Director have home departments and Community Living represents a small percentage of their total salaries and therefore there are no charges for Delaware Unemployment or BJ's/Sam's for these staff.

# BUDGET WORKSHEET SUPPLEMENT

## UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING 7/1/2016-6/30/2017

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

### C-3 Travel / Training

Amount charged to DSAAPD \$8,100

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

#### Mileage\*

Mileage 19250 Rate \$0.40 Total Mileage = \$7,700.00

Amount charged to DSAAPD \$7,700

Mileage is charged at 19,250 miles @ \$.40 per mile. These miles are for when a Case Worker takes a client out into the community in their own vehicle. All staff are required to provide, annually, their current and up-to-date valid driver's license, registration and proof of insurance. All staff are also required to take and pass a Driver Safety online class provided by UCP's insurance company.

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

#### Training

Amount charged to DSAAPD \$400

Training is charged at \$400 and is to allow the staff to attend the annual Life Conference and renew their CPR/First Aid certification as needed.

#### Other (specify)

Amount charged to DSAAPD \$0

# BUDGET WORKSHEET SUPPLEMENT

## UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING 7/1/2016-6/30/2017

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

**C-4 Contractual**

Amount charged to DSAAPD           \$34,903          

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
<b>Total Rent</b>			<b>\$0</b>
Total Months Charged to Rent: <input style="width: 100px; text-align: center;" type="text" value="0"/>			<b>Monthly Rent</b>
			<b>\$0</b>

**Rent - Additional Narrative**

Amount charged to DSAAPD           \$0          

**Electricity**

Amount charged to DSAAPD           \$4,100          

Electricity is charged at \$4,100. This represents the Community Living portion of total Electricity costs. Occupancy items not charged to this program are Heating Oil, Trash, Water and Janitorial.

**Heat**

Amount charged to DSAAPD           \$0          

**Telephone/Internet**

Amount charged to DSAAPD           \$6,400          

Telephone/Internet charged to the contract is \$6,400 and represents costs for cell phones for the seven Community Partners and the Community Living portion of telephone landlines and internet service.

# BUDGET WORKSHEET SUPPLEMENT

## UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING 7/1/2016-6/30/2017

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 program's portion of the cost of letterhead and envelopes as well as business cards.

--

**Postage** **Amount charged to DSAAPD** **\$140**

Postage is charged at \$140 per year for three rolls of stamps to allow for notices and communication with clients. Some SASE envelopes are provided to clients to allow for anonymous program evaluations.

--

**Insurance** **Amount charged to DSAAPD** **\$17,113**

Insurance is charged at \$17,113. This represents the cost of seven vehicles that are all dedicated to the program (\$13,770), and the program's portion of the General Liability Insurance (\$3,343).

--

**Repairs** **Amount charged to DSAAPD** **\$7,100**

Repairs are charged at \$7,100. This line item is for vehicle repairs and maintenance.

--

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

--

# BUDGET WORKSHEET SUPPLEMENT

## UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING 7/1/2016-6/30/2017

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

### C-5 Supplies

Amount charged to DSAAPD \$12,850

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 \$2,200

Office Supplies are charged at \$2,200. This represents printer ink, pens, file folders, etc.

#### 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 7/1/2016-6/30/2017

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.

<b>Prepared Meals</b>		<b>Amount charged to DSAAPD</b>	<u>          \$0          </u>
<b>Price per Meal</b>	<u>          \$0.00          </u>	<b># of Meals</b>	<u>          0          </u>
		<b>Total</b>	<u>          \$0          </u>

<b>Vehicle (Oil, Gas, Etc.)</b>	<b>Amount charged to DSAAPD</b>	<b>\$10,600</b>
---------------------------------	---------------------------------	-----------------

Vehicle (Oil, Gas, Etc.) is charged at \$10,600. This is for the Community Living trips taken in the UCP vehicles.

<b>Other (specify)</b>	<b>Amount charged to DSAAPD</b>	<b>\$0</b>
------------------------	---------------------------------	------------

<b>Other (specify)</b>	<b>Amount charged to DSAAPD</b>	<b>\$0</b>
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# BUDGET WORKSHEET SUPPLEMENT

## UNITED CEREBRAL PALSY OF DELAWARE, INC COMMUNITY LIVING 7/1/2016-6/30/2017

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:

          \$8,766          

Indirect Cost is a function of providing this service to the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD). The amount charged, \$8,766, is 6% of Salaries.

**COMPARISON WORKSHEET**  
**UNITED CEREBRAL PALSY OF DELAWARE, INC**  
**COMMUNITY LIVING**  
**7/1/2016-6/30/2017**

A. Projected Contract Expenses w/o Local Cash / In-Kind		Current Contract	Proposed Contract	Variance
% Line Item Change				
1. Salary		\$136,333	\$146,106	7.2%
2. Fringe Benefits		\$35,539	\$14,275	-59.8%
3. Travel / Training		\$9,038	\$8,100	-10.4%
4. Contractual		\$22,681	\$34,903	53.9%
5. Supplies		\$14,600	\$12,850	-12.0%
6. Equipment / Other Direct Costs		\$0	\$0	
7. Indirect Costs		\$6,817	\$8,766	28.6%
<b>Total Projected Contract Expenses w/o Local Cash / In-Kind</b>		<b>\$225,008</b>	<b>\$225,000</b>	<b>0.0%</b>
<b>B. Project Revenue (Funding Sources)</b>				
<b>Total DSAAPD Funds Requested</b>				
■ Final Budget		\$225,008	\$225,000	0.0%
<b>Other Revenue Sources</b>				
■ USDA			\$0	
■ Project Income			\$0	
<b>Total Contract Revenue</b>		<b>\$225,008</b>	<b>\$225,000</b>	<b>0.0%</b>
<b>C. Units of Service</b>				
■ Unit Cost (SSBG)		7,458	6,994	-6.2%
■ Unit Cost (State)		\$30.17	\$0.00	
■ Unit Cost (Tobacco)			\$32.17	6.6%
■ Unit Cost (OAA)			\$0.00	
■ Reimbursement Rate (OAA)			\$0.00	

\* Total Contract Revenue must equal Total Contract Expenses  
 \* Total DSAAPD Funds is the sum of Title III & NSIP Cash or SSBG

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

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Link to DSAAPD Policy Manual for Contracts:

[http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd\\_provider\\_manual.pdf](http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf)

**APPENDIX F: *Request for Proposal***

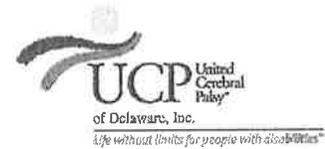
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Included by Reference: ***HSS 13-080***

**APPENDIX G: *Work Plan***

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



## **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 6,994 service units to over 60 program participants in FY-2017 (July 1, 2016 – June 30, 2017). 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 his or her 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 six fulltime Community Partners and seven 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, which is 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 the interests of program 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 participant 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 of 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 Community Living Plan (ICL) 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 six Community Partners and seven 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 help the participant accomplish his or her task at that location.

A fourth goal of the Community Living Program is to provide Case Management. UCP Case Managers will evaluate - at the time of determining eligibility or through follow up home visits - if referrals are needed 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 three 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 possible.

#### Time Frames to accomplish Work Plan

The time frame for this project is July 1, 2016 to June 30, 2017.

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 three 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 complies and will continue to comply with all applicable Federal, State, and local rules, regulations, and standards.
- The provider must develop and maintain policies and procedures for the delivery of Community Living services. *Response* - - UCP has developed a Community Living Program Manual. The Manual contains the program procedures, a copy of this work plan and the service specifications, a sample intake form, the interest inventory, daily client logs, waiting list policy, confidentiality policy, emergency plans and procedures, the grievance policy, cancellation policy and a program evaluation form.
- Provider 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 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 and are accessible to people with physical disabilities.
- 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. The vans have tie downs and safety equipment. All Community Living Partners have been trained in the use of the equipment and in tie down procedures for participants who are wheelchair users.
- 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. *Response* - - All referrals to the program are submitted by DSAAPD. UCP will conduct the initial home visit, complete an assessment, and develop an Individual Community Living plan (ICL or care plan) within five (5) days of referral. UCP will develop the ICL and will include potential activities with input from the program participant. The UCP Case Manager will also refer the participant to other services that will benefit the participant.

- If the provider cannot start service within ten (10) working days of referral the provider must notify DSAAPD regarding the reason for delay. Response - - UCP will notify DSAAPD if the Community Living service cannot start within ten (10) days.
- 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. Response - -UCP will reassess program participants per the required schedule and will make necessary changes to the ICL plan, 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.
- The provider must maintain a current care plan in the participant's home. Response - - UCP will give a copy of the Individual Community Living (ICL) plan to the participant signed by both the participant and the UCP Case Manager for their home files. The participant will have a signed copy of the ICL after the first assessment and thereafter when they are reassessed.
- The provider must make every effort to furnish community living services at times/days agreed upon with the participant. Response - - UCP will make every effort to provide community living services at times/days agreed upon with the participant. UCP will contact each participant before their home visits to remind them of their scheduled time. UCP will also utilize technology (i.e. cell phones, texting, email, etc.) to contact participants ahead of time to confirm visit times.
- The provider must report to DSAAPD any changes to a participant's care plan prior to implementation, including proposed modification of authorized hours. Response - - UCP will report to DSAAPD changes to the Individual Community Living plan; and, will request any modification to the number of authorized hours.
- The provider must notify the participant of any change in schedule, or interruption of service. Response - - UCP will notify the participants of changes in the schedule or if there is an interruption of service. Again, UCP will also utilize technology (i.e. cell phones, texting, email, etc.) to make contact with participants ahead of time to confirm visit times or to make changes in visit times.
- The provider must notify DSAAPD within two (2) working days upon occurrence of any of the following events:
  - Participant is hospitalized or institutionalized.
  - Participant changes address.
  - Participant expires.
  - Participant refuses services.Response - - UCP will notify DSAAPD within two (2) working days of any of the following changes to the status of a participant: hospitalization, change of address, death, or refusal of service.

- 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.
- The provider must maintain the participant's right of privacy and confidentiality.

Responses - - Individual participant files are considered confidential and are kept in the locked filing cabinet of the UCP Case Managers. Files for participants in 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 DSAAPD access to program information, participant records, and other data, as needed, for purposes of program monitoring and evaluation during monitoring visits. 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.

- The provider must comply with DSAAPD's quality assurance initiatives related to this program. Response - - UCP will work closely with the DSAAPD staff and program administrators to insure the quality of the program. UCP will make every effort to work with DSAAPD and to follow these Service Standards.
- The provider must notify DSAAPD of problems which threaten a participant's service. Response - - UCP will notify DSAAPD of problems that may threaten a participant's service in the program.
- The provider must notify DSAAPD and the participant in writing two (2) weeks prior to termination of services to a participant. The notification must include reasons for the termination and steps taken by the provider to resolve the issues. The notification must include the proposed plan of care that will be provided during the two week period. Response - - UCP will notify DSAAPD in writing if a participant is going to be terminated from the program -- two weeks before the program participant is terminated. UCP will include the reasons for the termination and will propose a plan for the two weeks before the participant is closed from the program.
- The provider must give DSAAPD thirty (30) days written notice if terminating five (5) or more participants at a given time.
- The notice must include the proposed plan of care that will be provided to the participants during the thirty (30) day period. Response - - If UCP terminates five (5) or more participants at a given time, UCP will give written notice to DSAAPD thirty (30) days before the closure, along with a plan of service for the thirty day period.

### Allowable Services

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

- Transportation to community social and 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,
- 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:

- 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 is 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 valid driver's licenses; and, copies of their licenses are kept on file with the agency.
- Drivers must be trained in and/or demonstrate the 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 or ramp; in the proper use of the tie down equipment; and, on how to move wheelchairs safely. All drivers can demonstrate this.

### 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.

All referrals to the Community Living Program come through DSAAPD. DSAAPD Case Managers authorize the number of hours that each participant receives per month in the program. On occasion, UCP will receive inquiries about the program from other agencies or families not in the program. UCP will route these referrals through the Aging and Disabilities Resource Center (ADRC) for entry into the program.

After referral, a UCP 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. The person with the disability will become a program participant and be given a service slot in the program. The participant will be given an open slot in the Community Partner's schedule that is also at the mutual satisfaction of the participant. 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 Community Living (ICL) plan. UCP will keep the inventories on file and will review them with the participant each time the participant's ICL is reviewed. The ICL is signed by the Case Manager, the community partner and by the program participant, or, if appropriate, a family member. A copy of the ICL is given to the program participant for their home 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 access. Transportation to access the community (which started many years ago with 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 who 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 his or her 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 Manager can help families to 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 third benefit is the impact the staff worker, acting as a community partner, has upon the program participant. Their one-on-one relationships allow them to work on particular projects or

activities that the participants want 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, and to emphasize activities for the target groups.

The UCP Case Manager and the UCP Kent/Sussex Director 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. This should happen on an ongoing basis.

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 be 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 uses 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/>

Describe your internal evaluation and monitoring system

UCP monitors and evaluates the Community Living program in several ways. The Case Managers meet with staff at least twice per month. The UCP Case Managers also meet at least twice monthly with UCP senior staff to discuss what is happening in the program with participants and the status of monthly service hours. The Case Managers also visit regularly with families to monitor the program and to update participant eligibility. In addition, the Case Managers meet with the DSAAPD staff. 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. These are opportunities to share with others the value of the program, its benefits to participants, and to encourage referrals through the ADRC.

Program Forms

UCP has developed a series of forms and policies used to help administer the Community Living 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 six Community Partners in the Community Living program that are full-time staff, three in New Castle County and three for Kent and Sussex County. UCP also has several (three – five) part-time staff to fill in all other times when full time staff is not available. 50% of the Community Partners have been with the agency for over five years, and all have extensive experience working with people with disabilities. Whenever possible, UCP tries to hire individuals who have a background in working with the population or who have experience through close family relationships. The individuals selected by UCP for these positions should also have work backgrounds that demonstrate 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 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 position is currently open. UCP will have that position filled soon.

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 members are also required to have their vehicle, 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 16 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.

Resumes for all of the individuals who fill the above positions have been included previously on the Corporate Confidential Information CD. UCP will forward the resume of any person who is a new hire.

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

Job descriptions for all of the positions listed above have 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.

Five Community Partners are full time employees and are responsible to the Community Living Program. Five of the staff are charged to the program at 100% of their time every week; and, 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; and, 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.

UCP has included a revised Program 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.