

INTERGOVERNMENTAL RELATIONS COMMITTEE

11-0391R

RESOLUTION ENTERING INTO AN AGREEMENT ACCEPTING A GRANT OF \$263,676 FROM SENIOR SERVICE AMERICA, INC. TO OPERATE THE SENIOR AIDES PROGRAM FROM JULY 1, 2011 THROUGH JUNE 30, 2012.

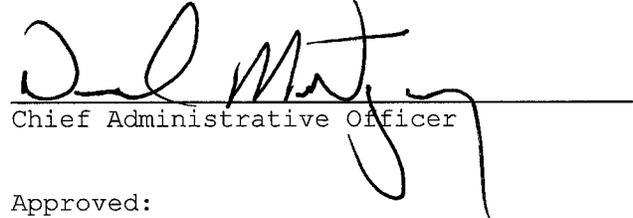
CITY PROPOSAL:

RESOLVED, that proper city officials are hereby authorized to enter into an agreement, substantially in the form of that on file with the office of the city clerk as Public Document No. \_\_\_\_\_, with senior service America, inc. (ssai) to serve Duluth residents age 55 and older with work experience training and services in the amount of \$263,676 for the period of July 1, 2011 through June 30, 2012. Monies received shall be deposited into Senior Programs Fund 270, Grants Division Agency 031, SCSEP SSAI Federal Organization 6330.

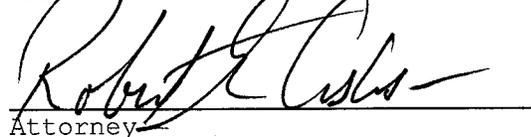
Approved:

  
Department Director

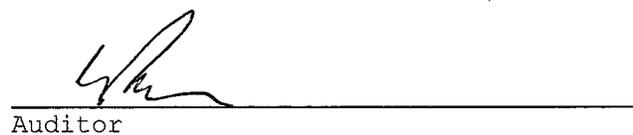
Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

DWD DRH:met 07/12/2011

STATEMENT OF PURPOSE: This resolution is to authorize city officials to accept a grant of \$263,676 from the Senior Service America, Inc. (SSAI) to provide funds to service Duluth residents age 55 and over with work experience training and employment services.

The grant requires a local contribution of \$34,561. This entire amount will be provided through in-kind contributions of local agencies and city supervisory time and/or indirect costs. Monies received shall be deposited into Senior Programs Fund 270, Grants Division Agency 031, SCSEP SSAI Federal Organization 6330.

These funds are allocated under Title V of the Older American Act. The fund will provide part-time work experience and training for a minimum of 32 senior citizens. The grant period is July 1, 2011 through June 30, 2012.

**Senior Service America, Inc. (SSAI)**

***SCSEP Sponsor Agreement***

Program Year July 1, 2011 - June 30, 2012

***Who we are – a National Grantee for Title V of the Older Americans Act***

Senior Service America, Inc. (SSAI)  
8403 Colesville Road, Suite 1200  
Silver Spring, Maryland 20910-3314

This agreement refers to Senior Service America, Inc. as *we* or *us*.

***Who you are – a Subgrantee/Sponsor***

Duluth Workforce Development  
332 City Hall  
411 West First Street  
Duluth, MN 55802-1102

This agreement refers to Duluth Workforce Development as *you*.

***Background***

Senior Service America, Inc. (SSAI) has received a Senior Community Service Employment Program (SCSEP) grant from the Employment and Training Administration Division of Older Worker Programs, U.S. Department of Labor (USDOL). This grant is authorized under Title V of the Older Americans Act of 1965 as amended (CFDA No.: 17.235).

Our SCSEP Program offers low-income older people paid community service and training as an entry into productive work. The SCSEP Program is intended to benefit:

- eligible people who enroll, and
- the community in which the program is located.

To help us carry out our duties for this program, by signing this Agreement you have agreed to provide certain services and facilities described below.

**Senior Service America, Inc. (SSAI)**

***The terms of this agreement***

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**I. Period of this Agreement:** July 1, 2011 to June 30, 2012.

You must fulfill your duties within this time period unless we both agree in writing to extend the deadline.

**Funding for this agreement:** \$263,676 Federal, that we provide.  
34,561 Non-Federal, that you provide. (20 CFR 41.809)  
\$298,237 Total funding.

Of the Federal funds that we provide, you must spend at least \$232,738 for SCSEP Wages and Fringe Benefits. The maximum to be spent on Administrative Costs is \$21,375 (of \$30,938 funds available for Administrative and Program/Other Costs). At your discretion, and in the best interests of the SCSEP Program, the balance of the Federal funds may be spent as follows:

1. on additional Participant Wages and Fringe Benefits (PWFB); or
2. on Program/Other Costs (not Participant Wages and Fringe Benefits); or
3. on a maximum of \$21,375 for Administrative Costs; or,
4. on any combination of the three (3) options above.

You agree to provide the non-Federal share in the amount of \$34,561, and you agree to use this amount to support the SCSEP Program. You have agreed to do this voluntarily and you acknowledge that this obligation is not a condition of entering into this subgrant.

Funding for this agreement may be changed by SSAI. SSAI may modify the budget with our Agreement Modification document. See *SSAI SCSEP Program Policy and Procedure Manual*.

**What you agree to do:**

According to Title 20 of the Code of Federal Regulations, Part 641, Subpart C-Grant Operations, as amended, you agree to serve at least 32 eligible persons during the program period. You agree to assign these eligible, low-income persons 55 years of age and older into part-time community service positions at rates and hours set forth in the Older Americans Act and consistent with their assessments and individual employment plans.

**Definitions**

This agreement is subject to and incorporates the definitions of Title 20, *Code of Federal Regulations*, Part 641, or as amended.

Whenever *sponsor* is used, it means a subgrantee of SSAI.

Whenever *participant* is used, it means SCSEP participant. (The Federal government also uses the term *participants*.)

## **Senior Service America, Inc. (SSAI)**

If you are able to enroll, you are to give priority enrollment to individuals who are veterans and eligible spouses of veterans, 65 years of age or older; or have a disability; have limited English proficiency or low literacy skills; reside in a rural areas; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act; or are homeless or at risk for homelessness. Attached is a listing of counties in your state to be served by you (Attachment 1).

You agree to fully expend but not exceed the PWFB funds available in the budget outlined on page 2 of this agreement, or amended budget, and to achieve the program outcomes (enrollment and unsubsidized employment) as reflected in your Program Performance Plan (PPP) which you are required to create at the start of the program year and update after each pay period.

Complete all follow-up activity for participants and document in the SSAI webtools.

Respond timely and thoroughly to performance review reports and technical assistance plans.

Attend conferences and training as designated by SSAI.

Require subcontractors you use to follow the terms of this agreement.

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### ***This Agreement requires compliance with these documents***

- A. These documents (current versions and amendments) are binding on you and are a part of this agreement:
- 2006 Older Americans Action (OAA) Amendments, Public Law 109-365, 42 United States Code 3056 *et. seq.*;
  - SCSEP Final Rule 20 CFR Part 641 (September 1, 2010);
  - “Revised Income Inclusions and Exclusions and Procedures for Determining SCSEP Eligibility,” Training and Employment Guidance Letter (TEGL) 12-06;
  - “2011 Federal Poverty Guidelines,” TEGL 18-10;
  - Priority of Service for Covered Persons: Final Rule 20 CFR Part 1010, 73 FR 78132 (December 19, 2008);
  - Jobs for Veterans Act, P.L. 107-288 (November 2002);
  - Title 20 of the *Code of Federal Regulations* (CFR), Part 641;
  - 29 CFR Part 98, Debarment, Suspension, Drug Free Workplace;
  - 29 CFR Part 96, Single Audit Act OMB Circular A-133);
  - The Americans with Disabilities Act (ADA), as amended (P.L. 110-325);
  - SCSEP Performance Data Collection Approval (OMB No, 1205-0040);
  - *SSAI SCSEP Policy and Procedure Manual*;

## **Senior Service America, Inc. (SSAI)**

- Your budget as we approve it;
- OMB Circulars A-87 (2 CFR Part 225), A-110 (2 CFR Part 215), A-122 (2 CFR Part 230); and
- SSAI Grant Agreement with the USDOL.

B. This agreement includes your obligation to abide by regulations issued by USDOL and policies and procedures issued by SSAI. You are a part of the SSAI network in your state.

### **II. Your Operation Must Follow These Rules. Also, see SSAI Program Policy and Procedure Manual.**

#### ***The reports you must provide (days refers to calendar days)...***

- A. Participant forms and Community Service Assignment forms must be submitted within ten (10) work days after completion.
- B. Participant Exit forms must be submitted within five (5) work days after completion.
- C. Payroll by Payroll reports which track participant wage costs each pay period must be submitted within five (5) work days following the close of each pay period.
- D. The Project Performance Plan (PPP) webtool must be updated within five (5) work days following the close of each pay period.
- E. Complete on-line tools, e.g., hours, follow-ups, as required.
- F. A monthly Report of Costs (SA1) is due within 30 days after the reported month.
- G. A monthly Report of Non-Federal Costs (SA2) is due within 30 days after the reported month.
- H. A closeout grant report is due within 45 days after the close of the grant year. This report will include:
  - final report on spending
  - final non-Federal cost report
  - summary of payroll data
- I. A single audit report in compliance with the Single Audit Act and OMB Circular A-133 is due within nine months after your fiscal year ends.

#### ***The records you must keep...***

- J. You must maintain any records and accounts, including property, personnel, and financial records, that we, USDOL, or any authorized representative deem necessary.
- K. You must keep program and financial records for three (3) years after grant closeout or three (3) years from a completed audit, whichever is longer.
- L. In accordance with OMB Circular A-110, you must make any records relating to the SCSEP Program available for examination on request by SSAI and/or USDOL, and upon further request, you must transfer custody of such records to SSAI and/or USDOL.

## **Senior Service America, Inc. (SSAI)**

- M. If you cease to administer SCSEP, you are obligated to turn over to us complete data files, both electronic format and hard copy.
- N. You must provide insurance as described in the *Sponsor Budget Instructions*.

### ***Using your funds...***

- O. In carrying out the duties of this agreement, you must not spend more funds than we approve in your budget or amended budget and achieve the program outcomes necessitated by your PPP. If you do not use program funds in a timely and proper manner, we may withdraw all or part of the unexpended funds.
- P. You must enroll as many eligible people as possible if you have PWFB funds available. We can also increase or decrease funding.

### **III. We Will Provide Funding**

- A. We will provide funding to you according to the methods outlined in the *Sponsor Budget Instructions*.
- B. Using the Automated Clearing House (ACH), we will transfer funds to the bank account that is currently on file with our Finance Department.
- C. You must use these funds only to pay for costs incurred according to the *SSAI SCSEP Program Policy and Procedure Manual*.

### **IV. We Are Not Responsible for Claims, Damages, or Losses**

For the term of this agreement or any extension, we (including our directors, officers, agents, and employees) are not responsible for any claims, damages, losses, and expenses (including but not limited to fees of attorneys) that may arise from any act or failure to act by you (including your directors, officers, agents, and employees) or by any of your subcontractors (including its directors, officers, agents, and employees) for whose acts liability may arise in connection with performing the work described by this agreement.

### **V. You Will Share the Program Cost**

Your share of the SCSEP Program costs will be in cash and/or in-kind and will be from non-Federal sources. The total amount of non-Federal funds raised to meet the matching requirement of the SCSEP Program will directly support the program. Under the terms of this agreement, your non-Federal share shall not be less than the amount specified on page two of this agreement. For any excess of non-Federal funds beyond this amount, you agree to assign to SSAI for its determination of whether the excess shall be used to support the program. Such excess is not part of your unreimbursable non-Federal match requirement and is not a donation within the meaning of OMB Circular A-122. A description of the types of non-Federal match funds to meet your required share is found at 20 CFR 641.809.

## **Senior Service America, Inc. (SSAI)**

### **VI. *Participants Are Not Federal Employees***

- A. The Federal government represented by USDOL is not a party to this agreement and has no legal liability under this agreement. Any liabilities, legal actions, or disputes that may arise under this agreement are between SSAI and you.
- B. In all matters relating to this agreement, you are an independent contractor. Participants are enrolled in a Federally-subsidized community service employment program and are employed by you for certain payroll purposes. Participants are not SSAI employees, they are not Federal employees, and they are not subject to the Federal provisions of the law that apply to Federal employees about employment, hours of work, rates of compensation, leave, unemployment compensation, and employee benefits (20 CFR 641.590 as amended).

### **VII. *You Will Have Staff for Your Program***

- A. You must provide a project director.
- B. We may ask you to remove your project director, for cause.
- C. If your project is required to serve 60 or more modified authorized positions, as set forth in Paragraph 1, you must provide a full-time project director. However, if the project director devotes less than full time to the program, you must ask us, in writing, for our approval.
- D. Your project director must attend any mandated training that SSAI may offer. Travel and per diem expenses will be paid by SSAI.
- E. Your chief executive officer, project director, or designee, and any other staff associated with the program, including program and fiscal staff members, must be available to consult with our staff on any aspect of the program that we deem necessary.

### **VIII. *You Will Seek Community Support***

- A. You and your project director will coordinate with other SSAI project directors in your state to achieve your SCSEP goals and spending requirements, both at your project and for the state.
- B. You will publicize the SCSEP Program, its concepts, and its objectives to develop extensive community understanding of the capability and performance of older workers and their need for unsubsidized employment. This public interest could be developed through advertising, public speaking, display posters, and other media.
- C. In any publicity releases and *Memoranda of Understanding* about the SCSEP Program, you will include the following, “...operated under a USDOL grant and in cooperation with Senior Service America, Inc. The SCSEP Program is an equal opportunity program.”
- D. If you or other program staff are asked to participate in state or regional SCSEP meetings or participate in the development of State Senior Employment Services Coordination Plans, you must give us reasonable advance notice.
- E. You will coordinate with employer associations, local Workforce Investment Boards (WIBs), and workforce intermediaries to identify high growth industries and workforce needs.

## **Senior Service America, Inc. (SSAI)**

- F. You will consult with local Area Agencies on Aging to consider linking programs provided by both agencies.

### **IX. You Must Have Electronic Communications Capability**

In the interest of efficiency, timeliness, and economy, you must have electronic communications and telecommunications capability within your project. Accordingly, you must provide us with daily Internet and e-mail access to the project director and financial officer. The cost associated with installing and operating the program's Internet capability is an allowable cost.

### **X. You Will Work with Public Workforce Systems**

- A. The Workforce Investment Act of 1998 mandates that SCSEP is a partner in the One-Stop workforce delivery system. You agree to be identified as a SCSEP partner, developing *Memoranda of Understanding* with local area Workforce Investment Boards and One-Stop Centers, as well as coordinating linkages with other SCSEP partners in the same area. **You must give us current signed copies of any *Memoranda of Understanding*.**
- B. You will develop effective partnerships with area public workforce providers, e.g. One-stops, WIBs, community colleges, other SCSEP grantees, to provide the most efficient level of services to SCSEP participants.

### **XI. Notification Procedure in the Event of Data Breach**

- A. You agree to the following procedure in the event that you lose or have stolen from your possession, custody or control (referred to as "data breach") any documentary material or computer equipment containing personally identifiable information (PII) on project participants, current or former.
- B. PII refers to any information about an individual maintained by you, including any information that can be used to distinguish or trace a participant's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, etc., and any other personal information which is linked or linkable to a participant.
- C. Procedure
- i. Immediately notify the Director, SCSEP Field Operations that the project has experienced a data breach and of participants' PII and that you have determined that a reasonable risk exists for the potential misuse of the information.
  - ii. The Project Director shall immediately assess the information compromised; risks posed; and, how affected participants should be notified. The Project Director will coordinate the response with SSAI.
  - iii. Maintain up to date contact information on all participants, former and current.
  - iv. If appropriate, establish a call center to interact with participants.
  - v. Consider offering appropriate credit monitoring assistance to affected participants.
  - vi. Familiarize project personnel on your organization's privacy and security procedures and how they should recognize, report, and respond to a data breach.

**Senior Service America, Inc. (SSAI)**

***Assurances and Certifications***

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By signing below, you agree to assurances and certifications, attached and made a part of this agreement as Attachment 2. The assurances and certifications are:

- Assurances/Non-Construction Programs,
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary covered Transactions,
- Certification Regarding Lobbying—Certification for Contracts, Grants, Loans, and Cooperative Agreements,
- Certification Regarding Drug-Free Workplace Requirements,
- Non-Discrimination and Equal Opportunity Assurances, and
- Certification of Non-Delinquency.

***Termination and Cancellation***

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If we determine that you or your agents are not complying with the provisions in this agreement, we can cancel this agreement. If we decide to cancel this agreement, we will provide you with 30 days written notice.

Upon execution by you and SSAI, this agreement becomes effective July 1, 2011.

You have reviewed this agreement and agree to all of its terms.

***Duluth Workforce Development***

By

\_\_\_\_\_  
(Signature)

Name

Don Hoag  
(Print)

Manager  
(Title)

\_\_\_\_\_  
(Date)

dhoag@duluthmn.gov  
(E-mail Address)

***Senior Service America, Inc.***

By

\_\_\_\_\_  
(Signature)

Name

Anthony R. Sarmiento  
President and Executive Director  
Senior Service America, Inc.

\_\_\_\_\_  
(Date)

**City of Duluth**

ATTEST FOR THE CITY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
Manager, Workforce Development

Approved:

\_\_\_\_\_  
Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**Senior Service America, Inc. (SSAI)**

**Sponsor Counties to be Served**

*Program Year 2011*

**Duluth Workforce Development**

**Project No. 116**

You are authorized to serve the counties listed below. Next to each county is the number of authorized positions. A modified position is the basis for calculating the following: the number of participants served; the number of participants who must transition to unsubsidized employment; and other performance goals specified in your SCSEP Sponsor Agreement.

St. Louis	32
<b>Total Authorized (1 county)</b>	<b>32</b>
<b>Total Modified</b>	<b>32</b>

## ***Assurances and Certifications***

*Program Year July 1, 2011 – June 30, 2012*

Without your acceptance of the Assurances and Certifications contained in this section, a subgrantee may not be awarded a grant. In performing its responsibilities under this grant, the subgrantee hereby certifies and assures that it will fully comply with the following:

**A. ASSURANCES — NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your program. If you have questions, please contact Senior Service America, Inc.

1. Has the legal authority to apply for Federal Assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970

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(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508, and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C. 327-333), regarding labor standards for Federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS — PRIMARY COVERED TRANSACTIONS.**

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**C. CERTIFICATION REGARDING LOBBYING — CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.**

By accepting this Grant, the subgrantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

The subgrantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about—
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;

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- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will —
- a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted —
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), (6).

Place of Performance (*street address, city, county, state, zip code*):

Check  if there are workplaces on file that are not identified here.

**E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the subgrant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws.

Senior Service America, Inc. (SSAI)

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially-assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The subgrantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I financially-assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I financially-assisted program or activity to the extent that the subgrantee is a One-stop partner and participates in the One-stop delivery system. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**F. CERTIFICATION OF NON-DELINQUENCY.**

Please initial the appropriate statement and return to SSAI:

  *4*   Not Delinquent on any Federal Debt  
(initial)

           Delinquent on any Federal Debt  
(initial)

Sponsor Name: ***Duluth Workforce Development***

Project No.: **116**

# Sponsor Budget Proposal \*

Program Year July 1, 2011 – June 30, 2012

Sponsor Name: Duluth Workforce Development

Sponsor No.: 116

### FEDERAL SHARE

Participant Wages

210,050

Participant Fringe Benefits

FICA

16,068

Unemployment / Disability, if applicable

Worker's Compensation

6,470

Physical Exam

150

Total Participant Wages / Fringe Benefits

\$ 232,738.

Program - Other Costs

Transportation

Training

Incidentals

9563

Subgrantee Staff Cost

Other Program Costs

Total Program / Other Costs

\$ 9563.

Project Administration

Subgrantee Staff Cost

21,375

Other Admn. Costs

Total Project Admin.

\$ 21,375.

TOTAL FEDERAL SHARE:

\$ 263,676.

### NON-FEDERAL SHARE

Cash Component

8640

Indirect Component

25921

In-Kind Component

TOTAL NON-FEDERAL SHARE:

\$ 34,561.

I hereby certify (a.) this budget is true in all aspects; (b.) all non-federal share of costs will be made in accordance with the agreement; (c.) receipts, records, and accounts as required by the agreement and the U.S. Department of Labor rules and regulations will be sufficient to document these costs for which credit is claimed and are available for inspection; (d.) these costs will be from non-federal sources with the exception of general revenue-sharing funds; (e.) these costs will not be claimed on any other federal programs.

Name and Title of Auth. Official

Don Hoag, mgr.

Carol Turner

Signature and Date

\*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE SSAI WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO [safunds@ssa-i.org](mailto:safunds@ssa-i.org).

## Sponsor Delegation of Signature Authority \*

Program Year July 1, 2011 – June 30, 2012

**Sponsor Name:** Duluth Workforce Development

**Project No.:** 116

The individuals listed below are authorized to sign on my behalf and / or electronically transmit to SSAI the following SSAI SCSEP documents (check those which apply):

Name: Janie Miller  Report of Costs (SA1)  
Title: Financial Analyst  Report of Non-Federal Costs (SA2)  
Signature: Janie Miller  Budget Revisions

Name: Wayne Parsons  Report of Costs (SA1)  
Title: City Auditor  Report of Non-Federal Costs (SA2)  
Signature: W Parsons  Budget Revisions

Name: Carol Turner  Report of Costs (SA1)  
Title: SCSEP Director  Report of Non-Federal Costs (SA2)  
Signature: \_\_\_\_\_  Budget Revisions

**[Executive Director or Other Authorized Official]**

Name: Don Hoag  
Title: Manager

\_\_\_\_\_  
Signature / Date

\*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE SSAI WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO SA1FUNDS@SSA-I.ORG

## Sponsor Budget Instructions

Program Year 2011-2012

Below is a summary of key points for July 1, 2011 to June 30, 2012:

- Your SCSEP Sponsor Agreement specifies:
  - the minimum amount which you must spend on participant wages and fringe benefits (PW/FB), and
  - the maximum amount you will be reimbursed for administrative expenses.
- If you do not spend at least the PW/FB amount specified in your Sponsor Agreement, your administrative and program/other reimbursements may be reduced proportionately.
- The mileage reimbursement for privately owned vehicles is currently \$.51 per mile or your organization's rate, whichever is lower.
- Forms for reporting your SCSEP costs and requesting reimbursement of costs have been updated and will be delivered via e-mail to your finance contact. (The forms are Excel spreadsheets.)
- Current finance-related forms (Sponsor Budget Proposal, Delegation of Signature Authority, Report of Costs (SA1), Report of Non-Federal Costs (SA2), Payroll-By-Payroll Spending Analysis, Sponsor Bank Information) are available in electronic versions on the SSAI website (see "For Our Partners") or by contacting the SSAI finance department at [sa1funds@ssa-i.org](mailto:sa1funds@ssa-i.org).
- Full information about SSAI SCSEP finance procedures can be found in SSAI's SCSEP Policy and Procedure Manual, Part 10, "Program Finance Procedures."

### SCSEP Costs Classification

SCSEP final regulations effective October 1, 2010, classify and explain the costs which may be charged to the grant. The final regulation requires that all costs be classified and recorded as either program costs or administrative costs. SSAI sponsors are required to have in place systems to facilitate this record keeping and prepare cost reports using these categories.

### Program Costs

- Program costs include, but are not limited to, the costs of the following functions:
  - Participant wages and fringe benefits, consisting of wages paid and fringe benefits provided to participants for hours of community service assignments;
  - Outreach, recruitment and selection, intake, orientation, assessment, and preparation of IEPs;
  - Participant training provided on the job, in a classroom setting, or utilizing other appropriate arrangements, consisting of reasonable costs of instructors' salaries, classroom space, training supplies, materials, equipment, and tuition;
  - Job placement assistance, including job development and job search assistance, job fairs, job clubs, and job referrals; and
  - Participant supportive services.

## Senior Service America, Inc. (SSAI)

### Administrative Costs

- The costs of administration are the costs associated with:
  - Performing overall general administrative and coordination functions, including:
    - Accounting, budgeting, financial, and cash management functions;
    - Procurement and purchasing functions;
    - Property management functions;
    - Personnel management functions;
    - Payroll functions;
    - Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
    - Audit functions;
    - General legal services functions; and
    - Developing systems and procedures, including information systems, required for these administrative functions.
  - Oversight and monitoring responsibilities related to administrative functions;
  - Costs of goods and services used for administrative functions of the program;
  - Travel costs incurred for official business in carrying out administrative activities or the overall management of the program; and
  - Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting, and payroll systems) including the purchase, systems development, and operating costs of such systems.

Personnel and related non-personnel costs of staff who perform both administrative functions and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives / categories based on documented distributions of actual time worked or other equitable cost allocation methods.

### Allowable SCSEP Costs

#### Participant Wages

Sponsors should monitor spending levels throughout the year to effectively utilize all budgeted funds. Expenses exceeding the approved budget may not be reimbursed unless there is an agreed upon budget modification.

Sponsors with participants assigned to project administration who must be reassigned during the program year due to durational limit on assignment may be given permission, upon request, to use extra hours to assist with training replacements if necessary. Prior written approval is required from the Director, SCSEP Field Operations (or designee), and depends on the availability of funds. Unauthorized use of extra hours is not permitted.

Participants' time sheets should not be submitted, approved, or dated prior to the last day of work in the pay period.

## Senior Service America, Inc. (SSAI)

### Fringe Benefits

**FICA:** The FICA rate (employer's share) is currently 7.65% inclusive of 1.45% for Medicare. Sponsors who do not claim FICA costs must deduct 1.45% for Medicare.

**Unemployment and/or disability Insurance** costs will be reimbursed only in cases where sponsors are required by state law to provide such insurance.

**Worker's Compensation** insurance must be in force over the entire grant period. Self-insured plans will be reimbursed for actual expenses up to what a normal commercial policy would have cost. A full discharge of all current and future liabilities is expected on all self-insurance plans. Self-insured sponsors must classify participants in accordance with their job descriptions and apply state classification rates in order to allow comparison between self-insurance costs and a commercial contract.

**Physical Examinations.** Each participant shall be offered the opportunity to take a physical examination annually—obtained from local resources at low or no cost whenever possible. Maximum reimbursement by SSAI for a physical examination is \$75.

### Program / Other — Transportation

Reasonable costs of participant transportation (to training, or to supportive services, for example) may be paid and is a reimbursable project expense.

Transportation expenditures should be for the purpose of providing a benefit to participants. They are not to be used to support other programs or services.

Cost of transportation to participant meetings is reimbursable and should be charged to Training.

### Program / Other — Training & Incidentals

**Training.** Sponsors may pay reasonable costs for skills training, classroom instruction, lectures, seminars, individual instruction as well as other types of training. Sponsors are encouraged to obtain training through locally available resources, including host agencies, at no cost or reduced cost to the program. Specialized training and on-the-job-experience (OJE) must be approved by SSAI prior to implementation. Stand alone job search activities or job clubs are not permitted.

Costs for participant meetings would include, for example, costs of meeting rooms, transportation of participants to and from such meetings, and other allowable costs related to the meetings.

**Incidentals.** Expenses may be charged for work-related items necessary for a participant's participation in the program only when they cannot be obtained free of charge from local resources. Examples are work shoes, badges, uniforms, safety glasses, or tools. Costs for mandatory criminal / background and / or fingerprint tests should be charged to this category.

### Project Administration

The Sponsor Agreement specifies the maximum amount a sponsor will be reimbursed for administrative expenses. If sponsor does not expend at least the PW/FB amount specified in the Sponsor Agreement, the related administrative and program/other reimbursements may be reduced proportionately.

If you do not intend to allocate funds to Project Administration, the funds will remain part of your budget and can be used for participant wages and fringe benefits or Program/Other expenses.

## Senior Service America, Inc. (SSAI)

A special note regarding equipment: Written approval from SSAI is required prior to purchasing any equipment which costs \$5,000 or more per unit and has an estimated useful life of one year or more. Due to the DOL regulations regarding equipment purchases, there is no flexibility regarding the necessity for prior written approval.

### Insurance Coverage

The following insurance must be in force for all sponsors. Sponsors are required to send a certificate of insurance to SSAI showing that the insurance is in effect for the term of the sponsor agreement. The certificate should name "Senior Service America, Inc. additional insured as their interest may appear."

#### Insurance Coverage Required:

- Worker's Compensation
- Employment Practices Liability
- Business Automobile
- Commercial General Liability

Sound business practices should be followed in obtaining adequate insurance coverage.

Insurance certificates can be sent as PDF documents to [sa1funds@ssa-i.org](mailto:sa1funds@ssa-i.org) or fax to 301.578.8969.

### Single Audit

Sponsors are subject to audit requirements set forth in OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" (revision June 26, 2007). Sponsors may charge a proportionate share of single audit expenses to Project Administration. The proportionate amount is determined by comparing SSAI's share of federal funding to total federal funding.

### Reimbursement of Expenses / Advances / Bank Account Information

Request reimbursement of program costs by completing a Report of Costs (SA1 form). This form has been revised for the grant period and prior editions are not usable. If you do not have this reporting form, contact the SSAI Finance Department. If advances of funds are necessary, sponsor is required to minimize the time between drawdown of funds and their disbursement.

Report of costs is due 30 days after the end of the prior month.

A separate bank account for SSAI funds is not required if the recipient is able to effectively account for the receipt and expenditure of funds. If in SSAI's opinion a sponsor has an unacceptable system of financial management or internal control, SSAI reserves the right to require a separate account for SSAI SCSEP funds.

If advances provided by SSAI are held in a separate bank account, interest on that account up to \$250 annually may be retained by the sponsor for administrative expense. Interest in excess of \$250 must be remitted annually to the U.S. Department of Health and Human Services (DHHS), P.O. Box 6021, Rockville, MD 20852. Please include the grant number when sending interest to DHHS. Do not send interest refunds to SSAI.

SSAI will transfer funds to one bank account specified by sponsor. If we have your bank information on file, you do not have to resubmit your information. SSAI will transfer funds to your currently designated account unless we are advised otherwise.

Instructions to establish or change bank account information should be sent to Jesse W. Arbogast, SSAI Director of Finance. To provide SSAI with your bank account information, use the SCSEP Sponsor Bank Information Form available on the SSAI website (see "For Our Partners") or by contacting the SSAI finance department at [sa1funds@ssa-i.org](mailto:sa1funds@ssa-i.org).

## Senior Service America, Inc. (SSAI)

To request reimbursement and/or advances, submit an SSAI Report of Costs (form SA1). Requests for funding must be received at SSAI Finance Department at least 5 business days prior to the date funds are needed. Round entries to the nearest dollar and ensure that the report correctly adds forward from the prior report.

### Non-Federal Share of Costs

Non-federal costs are non-federal economic resources that provide identifiable and measurable assistance toward the accomplishment of program objectives. Non-federal costs can be broken down into three categories:

- Cash component is monies from non-federal sources the sponsor expends in support of the program. This might include, but is not limited to, the project director's salary and fringe benefits, the cost of general liability insurance and rent paid for either the premises or meeting rooms if paid in cash.
- Indirect is the amount of overhead paid by the sponsor and distributed based on an approved distribution plan.
- In-kind costs are the value of non-cash goods and services that directly benefit the program. In-kind costs can come from host agencies, the project sponsor and the local community. In-kind costs can include, for example, the value of supervisory time that the host agency provides for participants. Other examples of in-kind costs are donated or discounted professional services, space charges, meeting space, telephone, and transportation.

Any excess of non-federal funds, sponsor assigns to SSAI for its determination of whether the excess shall be used to support the program. Such excess is not part of the sponsor's unreimbursable non-Federal match requirement and is not a donation within the meaning of OMB Circular A-122.

### Reporting Non-Federal Costs

Use the SSAI Report of Non-Federal Costs (SA2 form) to report non-federal costs and should be filed 30 days after the reported month. Please round entries to whole dollars.

Costs-to-date shown on the Report of Non-Federal costs should agree with the booked amount of non-federal cost incurred and must be traceable throughout the record-keeping system.

### Closeout of Grant / Final Report of Costs

At the conclusion of the program year, a closeout package will be sent to sponsors specifying certain required closeout document and filing requirements. At that time, a final, signed statement of Federal and non-federal costs must be submitted to SSAI. SSAI will promptly pay all final claims due to the sponsor organization.

### Fiscal Reviews

Sponsors are required to maintain records and source documents for review by SSAI representatives. All records and source documents should be readily available. Sponsors who contract with ADP, or similar firms or banks to process payrolls, must make arrangements with these organizations to provide proof of direct deposit or canceled checks as needed for the fiscal review. Federal regulations require that grant recipients support accounting records with reliable source documentation such as canceled checks or other proof of disbursement, paid invoices or contracts or subcontracts awarded.

Note: The OMB circulars referred to above are available at: <http://www.whitehouse.gov/omb/>