

**SCSEP Sponsor Agreement**

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

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Senior Service America, Inc. (SSAI)  
8403 Colesville Road, Suite 200  
Silver Spring, Maryland 20910-6391

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

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

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City of Duluth Workforce Development  
402 W 1st St  
Duluth, MN 55802

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

***Background***

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Senior Service America, Inc. 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, 2019 to June 30, 2020.

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

**Funding for this agreement:** \$225,781 Federal, that we provide.

29,101 Non-Federal, that you provide. (20 CFR 641.809)

\$254,882 Total funding.

Of the Federal funds that we provide, you must spend at least \$197,683 for SCSEP Participant Wages and Fringe Benefits. The maximum to be spent on Administrative Costs is \$18,868, of \$28,098 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; or
2. on Program/Other Costs (not Participant Wages and Fringe Benefits or on Administrative Costs); or
3. on a maximum of \$18,868 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 \$29,101 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 enroll at least 33 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*.)

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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 rural areas; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity 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).

Achieve total number of paid hours of community service – 84%.

Achieve an average most-in-need characteristics, as defined by 20 CFR Part 641.710(a)(6), per total number of participants served – 3.0.

Exit at least 7 of such persons into unsubsidized employment during the program year.

Achieve at least 42% of exiters employed after exit in Q2

Achieve at least 37% of exiters employer after exit in Q4.

Achieve at least \$3,400 in median earnings.

Achieve a participant satisfaction rate of 85.

Achieve a host agency satisfaction rate of 83.

See Attachment 2, *PY19-20, SCSEP Performance Goals Summary Sheet* for definitions.

You agree to fully expend but not exceed the Participant Wage/Fringe Benefit (PWFB) funds available in the budget as outlined in this agreement, or amended budget, as well as to achieve the performance goals identified above, by using the PPP to integrate effectively achieving (or exceeding) your performance goals with your participant wage spending.

Complete all follow-up activity for participants.

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.

Prepare and update an Annual Performance Improvement Plan as required.

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

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

A. These documents (both current versions and amendments) are binding on you and are a part of this agreement:

- Older Americans Act Reauthorization Act of 2016, Pub. L. 114-144 (April 19, 2016);
- Older Americans Act of 1965, as amended by the Older Americans Act Amendments of 2006 (OAA), Pub. L. 109-365, codified at 42 U.S.C. 3056 et seq;
- Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019, Pub. L. 115-245 (September 28, 2018);
- Department of Labor (DOL) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (December 26, 2013), published at 2 CFR Part 2900;
- Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, 78 FR 78589 (December 26, 2013) published at 2 CFR Part 200;
- TEGL No. 15-14, *Implementation of the New Uniform Guidance Regulations* (December 19, 2014);
- Workforce Innovation and Opportunity Act (WIOA), (Pub. L. 113-128), Sec. 121, Funding of One-Stop Infrastructure;
- TEGL 17-16, *Infrastructure Funding of the One-Stop Delivery System* (January 18, 2017);
- TEGL 12-06, *Revised Income Inclusions and Exclusions and Procedures for Determining Senior Community Service Employment Program (SCSEP) Eligibility* (December 28, 2006);
- TEGL 11-18-, *2019 Federal Poverty Guidelines for Senior Community Service Employment Program (SCSEP) Grants* (February 27, 2019).
- Priority of Service for Covered Persons; Final Rule, (December 19, 2008), published at 20 CFR Part 1010;
- Training and Employment Notice 15-10, *Protocol for Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL)* (November 10, 2010);
- Jobs for Veterans Act (JVA) as amended, Pub. L. 107-288 (November 7, 2002);
- VOW (Veterans Opportunity to Work) to Hire Heroes Act of 2011, Pub. L. 112-56 (November 21, 2011);
- SCSEP Final Rule, 75 Federal Register (FR) 537864 (September 1, 2010), published at 20 CFR part 641 ;
- WIOA; Joint Final Rule for Unified and Combined State Plans, Performance Accountability and the One-Stop System Joint Provisions, 81 FR 55791 (August 19, 2016);
- TEGL 15-16, *Competitive Selection One-Stop Operators* (January 17, 2017);
- TEGL 16-16, *One-Stop Operations Guidance for the American Job Center Network* (January 18, 2017);
- TEGL 16-16, *Change 1 to Training and Employment Guidance Letter (TEGL) 16-16 One-Stop Operations Guidance for the American Job Center Network* (June 16, 2017);
- SCSEP; Performance Accountability; Interim Final Rule, 82 F R 56869 (December 1, 2017);

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- Paperwork Reduction Act of 1995, Pub. L. 104-13 (May 22, 1995);
- The Fair Labor Standards Act of 1938, as amended through Pub. L. 115-141 (March 23, 2018);
- The Social Security Act of 1935, as amended through Pub. L. 89-97 (July 30, 1965);
- SCSEP Performance Data Collection Approval (Office of Management and Budget No. 1205-0040) (expiration date 11/30/2021).
- 29 CFR Part 98, Debarment, Suspension, Drug Free Workplace;
- *SSAI SCSEP Policy and Procedure Manual*; and
- Your budget as we approve it
- 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 SCSEP Policy and Procedure Manual.***

#### ***The reports you must provide ...***

- A. 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.
- B. The Project Performance Plan (PPP) webtool must be updated within five (5) work days following the close of each pay period.
- C. Enter participant data directly into SPARQ from the Participant Form, Community Service Assignment Form, Exit Form, and Unsubsidized Exit form within 5 work days of completing the form(s), and community service hours, follow-ups for unsubsidized placement, and the volunteer work indicator, etc., as required.
- D. Review SPARQ Data quality reports, management reports, and SSAI tickler emails and reports at least once a week. Resolve all rejects (Durational rejects, rejects, warnings) promptly and reconcile your payroll list to data in SPARQ to ensure your accuracy and completeness of your data.
- E. Review durational limit report and tickler emails to ensure durational limit exits are entered no later than 7 days after the Individual Durational Limit date to avoid locked records. All locked records must be explained and addressed as soon as possible and SSAI may provide technical assistance to ensure timely entry of all forms including durational limit exits.
- F. Complete SSAI on-line tools, as required.
- G. A monthly Report of Costs (SA1) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of Costs webtool.
- H. A monthly Report of Non-Federal Costs (SA2) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of Costs webtool.

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I. A closeout grant report is due within 45 calendar 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

J. A single audit report, in compliance with the Single Audit Act and 2 CFR 200 subpart F – Audit Requirements, is due within nine months after your fiscal year ends.

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

K. You must maintain any records and accounts, including property, personnel, and financial records, that we, USDOL, or any authorized representative deem necessary.

L. You must keep program and financial records for three (3) years after the program year in which the participant received his/her final follow-up activity or three (3) years from a completed audit, whichever is longer.

M. In accordance with 2 CFR 200 subpart D – Post Federal Award Requirements, 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.

N. If you cease to administer SCSEP, you must turn over to us complete data files, both electronic format and hard copy.

O. You must provide insurance as described in the *Sponsor Budget Instructions*.

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

P. In carrying out the duties of this agreement, you agree to fully expend but not exceed the funds we approve in your budget or amended budget and achieve the minimum program outcomes found on pages 2-3 of this agreement.

Q. If you do not use program funds in a timely and proper manner, we may withdraw all or part of the unexpended funds.

R. 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*.

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

### **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 2 CFR Part 200. A description of the types of non-Federal match funds to meet your required share is found at 20 CFR 641.809.

### **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 641.585).

### **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. Per Attachment 1, you must provide a full-time project director or equivalent for every 60 modified authorized positions or a part-time project director for every 30 modified authorized positions. If you have more than 60 authorized positions, staff patterns should evolve in conjunction with increases in modified authorized positions at least for every increment of 30 modified authorized positions above 60. Use of participant staff should be considered as additional help beyond these staffing requirements. If the staffing is less than these requirements 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.

### **Senior Service America, Inc. (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. If your agency has a website, information about your SCSEP must be posted on the website.
- 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 SCSEP 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.
- 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 Innovation and Opportunity Act of 2014 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/or American Job 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. American Job Centers, 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.



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

- 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 National SCSEP Director that the project has experienced a data breach 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.

## **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 3. 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 retroactively on July 1, 2019.

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

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

***City of Duluth Workforce Development***

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

Name Elena Foshay  
(Print)  
Director, Workforce  
Development \_\_\_\_\_  
(Title) (Date)

eFoshay@duluthmn.gov  
(E-mail Address)

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

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

Name Gary A. Officer \_\_\_\_\_  
President and CEO (Date)  
Senior Service America, Inc.

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***Sponsor Counties to be Served***

**July 1, 2019 - June 30, 2020**

**City of 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 County - Minnesota	27
<b>Total Authorized (1 county)</b>	<b>27</b>
<b>Total Modified</b>	<b>20</b>

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**PY2019 SCSEP Performance Goals  
Summary Sheet**

**1. Service Level/Number of eligible individuals served**

165% x your number of modified authorized positions

**PY2019 Goal = 165%**

**2. Community Service Hours (in the aggregate of community service employment)**

Hours in the aggregate of community service employment compares the total number of hours of community service provided by each SCSEP grantee to the number of community service hours funded by the grant.

**PY2019 Goal = 84%**

**3. Most-in-Need**

Counts the total number of the most-in-need characteristics for all participants enrolled from July 1 and divides by the total number of participants served by June 30<sup>th</sup>.

**PY2019 Goal = 3.0**

**4. PY19 SSAI Unsubsidized Placement Goal**

35% x your number of modified authorized positions

**5. Exiters Employed in Q2 after their exit**

The percentage of project participants who are in unsubsidized employment during the second quarter after exit from the program.

**PY2019 Goal = 42%**

**6. Exiters Employed in Q4 after their exit**

The percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the program.

**PY2019 Goal = 37%**

**7. Median Earnings**

The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project

**PY2019 Goal = \$3,400**

**8. Spend 100% of Participant Wages and Fringe Benefits (PWFB) by June 30, 2020**

**9. Achieve 85% of Participant Satisfaction via annual Participant Satisfaction Surveys**

**10. Achieve 83% of Host Agency Supervisor Satisfaction via annual Host Agency Satisfaction Surveys**

**11. Employer Satisfaction – no target yet determined**

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 (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;

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(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

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

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 "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).

Subgrantee Number: MN116

Place of Performance: 402 W 1st St , Duluth, MN 55802

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.

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- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) 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 WIOA 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 WIOA Title I financially-assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially-assisted program or activity to the extent that the subgrantee is a American Job Center partner and participates in the American Job Center 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:

\_\_\_\_\_ Not Delinquent on any Federal Debt  
(initial)

\_\_\_\_\_ Delinquent on any Federal Debt  
(initial)

**Sponsor Name: City of Duluth Workforce Development**

**Project No.: 116**

**Sponsor Budget Proposal\***

**July 1, 2019 – June 30, 2020**

Sponsor Name: City of Duluth Workforce Development  
 Project No.: 116

<b>FEDERAL SHARE</b>		
<b>Participant Wages</b>	\$ 176,882	
<b>Participant Fringe Benefits</b>		
FICA	13,531	
Unemployment / Disability, if applicable		
Worker's Compensation	7,270	
Physical Exam		
<b>Total Participant Wages / Fringe Benefits</b>		\$ 197,683
<b>Program - Other Costs</b>		
Transportation		
Training		
Incidentals		
Subgrantee Staff Cost	9,230	
Other Program Costs		
<b>Total Program / Other Costs</b>		\$ 9,230
<b>Project Administration</b>		
Subgrantee Staff Cost	\$ 18,868	
Other Admin. Costs		
<b>Total Project Admin.</b>		\$ 18,868
<b>TOTAL FEDERAL SHARE:</b>		\$ 225,781
<b>NON-FEDERAL SHARE</b>		
Rent		
Staff Salaries & Fringe Benefits		
Travel		
Postage & Delivery		
Supplies		
Insurance		
Other		
<b>Total Cash Component</b>		\$ -
Indirect Component		
<b>Total Indirect Component</b>		\$ -
Host Agency Supervision	29,101	
Space		
Other		
<b>Total In-Kind Component</b>		\$ 29,101
<b>TOTAL NON-FEDERAL SHARE:</b>		\$ 29,101

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: Carol Turner, Workforce Development Operations Administrator  
 Signature and Date: *Carol Turner* 7/25/2019

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

# Sponsor Delegation of Signature Authority\*

July 1, 2019 – June 30, 2020

Sponsor Name: City of Duluth Workforce Development

Project Number: 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: Carol Turner  Report of Costs (SA1)  
Title: Operations Manager  Report of Non-Federal Costs (SA2)  
Signature: Carol Turner  Budget Revisions

Name: Lori Davey  Report of Costs (SA1)  
Title: Financial Analyst  Report of Non-Federal Costs (SA2)  
Signature: \_\_\_\_\_  Budget Revisions

Name: Josh Bailey  Report of Costs (SA1)  
Title: City Auditor  Report of Non-Federal Costs (SA2)  
Signature: \_\_\_\_\_  Budget Revisions

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

Name: Elena Foshay  
Title: Director, Workforce Development

\_\_\_\_\_  
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*

July 1, 2019 – June 30, 2020

Below is a summary of key points for July 1, 2019 to June 30, 2020:

- 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 \$.58 per mile or your organization's rate.
- Report of Costs (SA1) and Report of Non-Federal Costs (SA2) are available for processing and submission online on the SSAI website (see "For Our Partners").
- Current finance-related forms (Sponsor Budget Proposal, Delegation of Signature Authority, 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 regulations 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

## Sponsor Budget Instructions

July 1, 2019 – June 30, 2020

### 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 National SCSEP Director (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.

**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.

**Sick leave** – applies only to Maryland and Massachusetts per state laws. If you have any questions, please contact your Program Officer.

**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. Standalone 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.

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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 2 CFR 200, Uniform Grants Guidance. 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**

Sponsors must submit requests for reimbursement of program costs by completing a Report of Costs found on the *Report of Costs/SA1 Webtool*. The line items of cost on the form conform to the project sponsor's budget.

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 each 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 \$500 annually may be retained by the sponsor for SCSEP administrative expenses. Interest in excess of \$500 must be remitted annually to the U.S. Department of Health and Human Services (DHHS). If you have received interest in excess of \$500, the excess must be sent by a separate check to SSAI so that we can return the funds to DHHS.

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 Steven Sandberg, SSAI Controller. 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



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SSAI finance department at [sa1funds@ssa-i.org](mailto:sa1funds@ssa-i.org).

To request reimbursement and/or advances, submit an SSAI Report of Costs on the *Report of Costs/SA1 Webtool*. Requests for funding must be received at SSAI Finance Department at least 5 business days prior to the date funds are needed.

### **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, and other costs such as travel, supplies, postage and delivery.
- 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 the sponsor assigns to SSAI for SSAI's 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 2 CRF 200, Uniform Grants Guidance.

### **Reporting Non-Federal Costs**

Use the SSAI Report of Non-Federal Costs found on the *Report of Costs/SA2 Webtool* to report non-federal costs and should be filed 30 days after the reported month.

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.

When utilizing host agency supervision as in-kind non-federal match, the sponsor must keep a current list of host agencies used and the number of hours of supervision provided to participants.

### **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

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source documentation such as canceled checks or other proof of disbursement, paid invoices or contracts or subcontracts awarded.

### **On-Site Fiscal Reviews Required for Project Sponsors Not Subject to the A-133 Single Audit Requirement**

Each program year, SSAI fiscal staff conducts on-site fiscal reviews of project sponsors not subject to the Single Audit Requirement. In addition to the fiscal monitoring activities noted in Section 1200-A (above), SSAI fiscal staff will also monitor the project sponsor's Other Program Costs and Administrative Costs.

Note: The Uniform Guidance referred to above is available at: <http://www.ecfr.gov>