



Christina School District  
Drew Educational Support Center  
Business Service Office

600 N. Lombard Street  
Wilmington, DE 19801  
(302) 552-2614

FAX: (302) 429-4109  
TDD Relay Service: (800) 232-5470  
e-mail: SilberR@christina.k12.de.us

## INDEPENDENT CONTRACTOR AGREEMENT

### No sections of this Agreement may altered

#### A) Introduction

1. This contract is entered into between the Christina School District and Interim Healthcare of Delaware Inc. (the Contractor).
2. The Request for Proposal (RFP) and or Request for Qualifications (RFQ) Number CSD- 2011-13 and the contractor's response to this RFP and or RFQ will be incorporated as part of this formal contract agreement.
3. The Contract shall commence on October 17, 2011 and terminate on September 30, 2012 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.) This contract may be extended on a yearly basis for two additional years following September 30, 2012 upon the agreement of all parties, and availability of funds.

#### B) Administrative Requirements

1. **Independent Contractor:** Nothing herein contained shall be construed as creating the relation of employer and employee between the District and the Contractor or the Contractor's employees. The Contractor shall be deemed to be at all times an independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the District by reason hereof, and that he will not by reason hereof make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the District, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, retirement benefits or credit, or credit or coverage under any plan or program maintained by the District for the benefit of its employees.

It is understood and agreed that all personnel (including all employees and agents of the Contractor or any subcontractors) engaged in the work to be done or services to be performed under this Agreement, are to be considered employees of the Contractor, and under no circumstances are to be construed or considered to be employees of the District.

The District shall not be responsible for withholding taxes with respect to the Contractor's compensation (or the compensation of his/her agents and employees) hereunder. The Contractor and his/her employees and agents shall have no claim against the District hereunder or otherwise for any benefits, including without limitation vacation pay, sick leave, retirement benefits, social

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security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor shall be liable for providing its employees with all required notices.

Contractor agrees to indemnify, defend and hold harmless the District against liability for and the payment of all contributions, taxes and premiums required by law, measured by the payroll of persons performing the work described herein for the Contractor. Contractor agrees to indemnify, defend and hold harmless the District against any claims or judgments for any claims by the contractor's employees or agents for wages, benefits, other compensation, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or retirement benefits. Contractor agrees to reimburse the District for expenses, including but not limited to reasonable attorneys fees and costs, related to defending any claims brought by the contractor's employees or agents against the District for wages, benefits, other compensation, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or retirement benefits.

Under no circumstances shall Contractor, or any of its employees or agents, look to the District as its employer, hold itself out as an employee, agent or partner of the District.

Contractor agrees not to supply or furnish any individuals under this Agreement who are independent contractors and not employees of the Contractor.

Contractor warrants that all personnel engaged to work under this Agreement are "authorized to work" in the United States and that Contractor and all personnel of the Contractor comply, at all times, with all laws, rules, and regulations, as amended, of the US Immigration and Naturalization Service. Contractor further agrees to indemnify, defend and hold harmless the District against any and all liabilities due to any personnel furnished by Contractor under this Agreement in not complying with any laws, rules or regulations of the US Immigration and Naturalization Service.

2. Duties, Term, and Compensation: Subject to the terms and conditions of this Agreement, the District hereby engages the Contractor as an independent contractor to perform only such services identified in Schedule B, and the Contractor hereby accepts such engagement. The Contractor's duties, term of engagement, compensation and provisions for payment under this Agreement are identified in the attached Schedule A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the District, and which collectively are hereby incorporated by reference.
3. Expenses: The Contractor shall bill and the District shall reimburse him/her for all reasonable and pre-approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder.
4. Confidentiality: The Contractor acknowledges that during the engagement he/she may have access to and may become acquainted with the following:
  - (a) Information, records and specifications owned or licensed by the District and/or used by the District in connection with the operation of the District.
  - (b) Personally identifiable information of students or employees of the District.

The Contractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the District. All files, records, documents and similar items relating to the business of the District whether prepared by the Contractor or otherwise coming into his/her possession, shall remain the exclusive property of the District. The Contractor shall not retain any copies of the foregoing without the District's prior written permission.

5. Contractor recognizes that it is operating as an Independent Contractor and is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature,

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arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

6. Insurance: The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the District.
7. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability - \$1,000,000 per person/\$3,000,000 per occurrence.

And

b) Medical/Professional Liability - \$1,000,000/ \$3,000,000 per occurrence or

N/A c) Misc. Errors and Omissions - \$1,000,000/\$3,000,000 per occurrence or

N/A d) Product Liability - \$1,000,000/\$3,000,000 per occurrence

(X = Required)

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

a) Automotive Liability (Bodily Injury) \$100,000 each person and \$300,000 each accident

b) Automotive Property Damage (to others) \$ 25,000

8. Contingent Liability: Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, Christina School District from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the Christina School District under any provision of this Contract.
9. The policies required under Paragraph B7 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
10. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Christina School District as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A3.
11. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
12. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required, to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the District in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any

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jurisdiction, the Contractor understands that such action may be grounds for termination of this Contract and any contract with Christina School District.

13. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
14. Termination: This Contract may be terminated in whole or in part:
  - a) by the District upon five (5) business days written notice for cause or documented unsatisfactory performance,
  - b) by the District upon fifteen (15) business days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

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

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

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

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

To the District at:  
Drew Educational Support Center  
Business Office  
600 North Lombard Street  
Wilmington, Delaware 19801.

To the Contractor at:

Inkum Healthcare

Wes S. Carke Ed, SKI

Smyrna DE 19977

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

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17. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
18. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the District. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
19. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the District or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
20. The District shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract, unless negotiated as a part of this Contract and documented herein. Upon the request of the District, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the District.

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

21. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
22. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
23. The Contractor by their signature in Section E, is representing that the Firm and/or its Principals, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government, or State of Delaware.
24. No waivers. Payment or any partial or entire use of any part of the work performed by the Contractor for the District shall not constitute final acceptance of the work, and shall not constitute a waiver by the District of any of its rights.
25. Use of facilities. Any Contractor personnel using District facilities will use such facilities solely to provide services to the District and will comply with the District's regulations and policies. Any perceived violation of such rules and regulations by a Contractor employee shall at District's discretion be cause for immediate removal of the Contractor employee from the District's premises and/or removal from the provision of services.
26. Subcontractors. The Contractor agrees that it will not subcontract any portion of the work covered by this Agreement to others without the express written approval of the District.

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27. Severability. The District and the Contractor hereby agree that this Agreement shall be considered severable, and the invalidity or unenforceability of any part hereof shall not affect the validity or enforceability of the remaining portions or provisions of this Agreement.
28. Governing Law. This Agreement shall be governed by, and construed under the laws of the State of Delaware. The parties consent to the exclusive jurisdiction and venue of the Delaware courts, both federal and state.
29. Gender neutral. Use of terms herein such as he, she, him, her, himself, herself, it, or itself, shall not be interpreted to be gender specific or to distinguish real persons from entities. Such terms are used for convenience.
30. Required documents. Contractor shall furnish the following documents to the District:
  1. Executed Copy of Agreement
  2. Executed IRS W-9 Form
  3. Insurance Certificate in accordance with Paragraph 10
  4. State of Delaware Business License

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the District under this Contract are expressly limited to the amount of any approved Purchase Order. The District will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Invoicing: In order to obtain payment for work performed and accepted by the District, Contractor must submit an invoice in the format and in accordance with the instructions set forth herein below. The Contractor's invoice must:
  - a) Include appropriate documentation/description of work performed for the period covered by the invoice; show a breakdown of labor hours by labor classification and the dates on which the labor was performed; state the hourly rate applied to each labor classification and the total amount for each labor classification;
  - b) If approved by the District, show the claimed reimbursable expenses by category (i.e. lodging, travel) and state the total amount invoiced for reimbursable expenses. All expenditures for travel, lodging accommodations and other single expenditures of \$10.00 or more must be supported by appropriate receipts attached to the invoice. Expenses must be approved by an administrator of the District and submitted to the District for processing. Expenses must be submitted on a separate invoice; and
  - c) Clearly state the total amount of the invoice.
  - d) The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the District's option, without imposing any additional fees, costs or conditions.
  - e) The District will authorize and process for payment each invoice within thirty (30) days after the date of receipt.
3. The Contractor is solely responsible for the payment of all amounts due to all approved subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The District is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the District and subject to such conditions and revisions as the District may deem necessary. No

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such approval by the District of any assignment shall be deemed to provide for the incurrence of any obligations of the District in addition to the total agreed upon price of the Contract.

5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The District shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the District shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the District for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the District desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The District will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 18.

#### D) Miscellaneous Requirements

Contractor is expected to follow all the laws of the State of Delaware including but not limited to:

1. State Procurement. Contractor shall be responsible for compliance with all requirements of Delaware's Procurement Act, 29 *Del.C.* § 6901 *et. seq.*
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

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E) Authorized Signatures:

IN WITNESS WHEREOF THE UNDERSIGNED HAVE EXECUTED THIS Agreement day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**Christina School District**

**Program Manager**

By: John Lynch

Title: Assistant Principal for Extended Services

Signature: [Signature]

Date: 10/25/11

**Business Office**

By: Robert A. Silber

Title: Asst Supt of Ed

Signature: [Signature]

Date: 10/25/11

**Contractor**

By: Elizabeth Bowman

Title: Administrator

Signature: [Signature]

Date: 10/25/11

**Marcia V. Lyles, Ed.D., Superintendent**

## SCHEDULE A

### DUTIES, TERM AND COMPENSATION

1. DUTIES: The contractor will:
  - **Provide services to students at DAP group homes and DSD Dorms as specified in the RFP CSD-2011-13 and your response to RFP**
  - Other consultative duties as requested
2. TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect from October 17, 2011 or earlier in writing by either party and in accordance with this Agreement.
3. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the District is not responsible for such costs.
4. COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the District shall compensate the Contractor as follows:

Weekday Visits: If one home visited, \$40 per site visit  
If two homes visited, \$40 per site visit to each home, \$80 total  
If three homes visited, \$40 per site visit to first two homes, \$20 per site visit to third home, \$100 total  
If four homes visited, \$40 per site visit to first two homes, \$20 per site visit to third and fourth homes \$120 total.

Weekend Visits: If one home visited, \$45 per site visit  
If two homes visited, \$45 per site visit to each home, \$90 total  
If three homes visited, \$45 per site visit to first two homes, \$22.50 per site visit to third home, \$112.50 total  
If four homes visited, \$45 per site visit to first two homes, \$22.50 per site visit to third and fourth homes \$135 total.

School Holiday Visits: If one home visited, \$60 per site visit  
If two homes visited, \$60 per site visit to each home, \$120 total  
If three homes visited, \$60 per site visit to first two homes, \$30 per site visit to third home, \$150 total  
If four homes visited, \$60 per site visit to first two homes, \$30 per site visit to third and fourth homes \$180 total.

*Marcia V. Lyles, Ed.D., Superintendent*



LICENSE NO. 2010605456 DCRBL

**STATE OF DELAWARE**

**VALID**

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/11 - 12/31/13  
NOT TRANSFERABLE

DLN: 10 83464 67

BUSINESS CODE 007  
GROUP CODE

LICENSED ACTIVITY PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 12/28/10

\*\*VALIDATED\*\*

**2013**

LICENSE FEE: \$ 225.00

MAILING ADDRESS

**BUSINESS LICENSE**

BUSINESS LOCATION

#BWNKHPS  
#14IU 9BMO 1LM2 D792#  
INTERIM HEALTHCARE OF DELAWARE L  
665 S CARTER RD UNIT 1  
SMYRNA DE 19977-7728



INTERIM HEALTHCARE OF DELAWARE L  
665 S CARTER RD UNIT 1  
SMYRNA DE 19977-7728

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION  
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE  
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE

**PATRICK T. CARTER**

DIRECTOR OF REVENUE