

CONTRACT
Parents as Teachers-New Castle County
RFP# DOE 2014-16 C

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on **June 30, 2017**, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and ***Christina School District***, hereafter referred to as

WHEREAS, DDOE desires to obtain certain services to **provide home visiting services to eligible families in New Castle County**; and

WHEREAS, Christina School District desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and Christina School District represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and Christina School District agree as follows:

1. Services.

1.1 Christina School District shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix N/A; and (c) Christina School District's response to the request for proposals, attached hereto as Appendix N/A. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Christina School District shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Christina School District, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the

price or the time required by Christina School District for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order through June 30, 2017.

2.2 DDOE will pay Christina School District for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix B.

2.3 DDOE's obligation to pay Christina School District for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$ 530,800.00 a year. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Christina School District and it shall be Christina School District's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to Christina School District.

2.4 Christina School District shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Christina School District a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Christina School District to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to Christina School District, Parent Early Education Center, 600 N. Lombard Street, Wilmington, DE 19801.

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

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to Christina School District all damages, costs and expenses caused by Christina School District's negligence, resulting from or arising out of errors or omissions in Christina School District's work products, which have not been previously paid to Christina School District.

2.8 Invoices shall be submitted to Early Development and Learning Resources
PAT Program Manager
401 Federal Street, Suite 2
Dover, DE 19901

3. Responsibilities of Christina School District.

3.1 Christina School District shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Christina School District, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Christina School District shall follow practices consistent with generally accepted professional and technical standards. Christina School District shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Christina School District shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Christina School District shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Christina School District's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the Christina School District to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Christina School District will not produce a work product that violates or infringes on any copyright or patent rights. Christina School District shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DDOE of any products or services furnished by Christina School District shall not in any way relieve Christina School District of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of Christina School District's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Christina School District shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Christina School District's performance or failure to perform under this Agreement.

3.4 Christina School District shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Christina School District's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
Parents as Teachers,	Whitney Williams,	Program Supervisor,	70% project involvement

3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Christina School District will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If Christina School District fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of Christina School District is unsuitable to DDOE for good cause, Christina School District shall remove such employee from the performance of services and

substitute in his/her place a suitable employee.

3.6 Christina School District shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 Christina School District agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 Christina School District has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.9 Christina School District will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that Christina School District fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix B.

5. State Responsibilities.

5.1 In connection with Christina School District 's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with Christina School District in the performance of services under this Agreement and will be available for consultation with Christina School District at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by Christina School District under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Christina School District by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to Christina School District. It is understood that DDOE's representatives' review comments do not relieve Christina School District from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by Christina School District as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

Christina School District shall return any original data provided by DDOE.

5.6 DDOE shall assist Christina School District in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 Christina School District will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use Christina School District's name, either express or implied, in any of its advertising or sales materials. Christina School District reserves the right to reuse the nonproprietary data and the analysis of industry-

related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Christina School District for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. Christina School District shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 Christina School District retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Christina School District retains title, whether individually by Christina School District or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall Christina School District be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Christina School District shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Christina School District prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Christina School District even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component

thereof regardless of form or media.

7. Confidential Information.

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

8. Warranty.

8.1 Christina School District warrants that its services will be performed in a good and workmanlike manner. Christina School District agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Christina School District for DDOE in connection with the provision of the Services, Christina School District shall pass through or assign to DDOE the rights Christina School District obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 Christina School District shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the Christina School District, its agents or employees, or (B) Christina School District's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Christina School District shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) Christina School District shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies Christina School District in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, Christina School District will defend such claim at its expense and

will pay any costs or damages that may be finally awarded against DDOE. Christina School District will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by Christina School District; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by Christina School District; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Christina School District's opinion is likely to be, held to be infringing, Christina School District shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and Christina School District's entire liability with respect to infringement.

9.3 DDOE agrees that Christina School District ' total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Christina School District negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to Christina School District.

In no event shall Christina School District be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if Christina School District has been advised of the likelihood of such damages.

10. Employees.

10.1 Christina School District has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Christina School District in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel"

includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

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

11. Independent Contractor.

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

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

11.3 Christina School District shall be responsible for providing liability insurance for its personnel.

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

12. Suspension.

12.1 DDOE may suspend performance by Christina School District under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe

by providing written notice to Christina School District at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay Christina School District its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Christina School District shall not perform further work under this Agreement after the effective date of suspension. Christina School District shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

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

13. Termination.

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

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

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after Christina School District is given:

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

13.3 If termination for default is effected by DDOE, DDOE will pay Christina School District that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed

- or unperformed services or other work, and
- b. Any payment due to Christina School District at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of Christina School District's default.
 - c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Christina School District shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of Christina School District assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

13.5 The rights and remedies of DDOE and Christina School District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to Christina School District, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Christina School District or any agent or representative of Christina School District to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against Christina School District it could pursue in the event of a breach of this Agreement by Christina School District.

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

14. Severability.

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

15. Assignment; Subcontracts.

15.1 Any attempt by Christina School District to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by Christina School District, without prior written approval of DDOE.

15.3 Approval by DDOE of Christina School District's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve Christina School District of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 Christina School District shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by Christina School District, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the Christina School District's request to subcontract.

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

Christina School District and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

19. Complete Agreement.

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

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

19.3 Christina School District may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this

Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

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

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

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

20.4 Christina School District covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Christina School District further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 Christina School District acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. Christina School District recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare Christina School District in breach of the Agreement, terminate the Agreement, and designate Christina School District as non-responsible.

20.6 Christina School District warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission,

percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 Christina School District shall maintain all public records, as defined by 29 *Del. C. § 502(7)*, relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C. Ch. 5*. During the term of this Agreement, authorized representatives of DDOE may inspect or audit Christina School District's performance and records pertaining to this Agreement at the Christina School District business office during normal business hours.

21. Insurance.

21.1 Christina School District shall maintain the following insurance during the term of this Agreement:

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

21.2. Christina School District shall provide forty-five (45) days written notice of cancellation or material change of any policies.

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

Delaware Department of Education
401 Federal Street, Suite 2

Dover, DE 19901

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

22. Assignment of Antitrust Claims.

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

23. Governing Law.

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

24. Notices.

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

CONTRACTOR: Christina School District
Whitney Williams
Parent Early Education Center
600 N. Lombard Street
Wilmington, DE 19801

DDOE: Karen Field Rogers
Associate Secretary, Financial Reform & Resource Mgmt.
Delaware Department of Education
John G. Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff ^{Original on File} Coordinating activity:
Carmen Gallagher

Next Page for Signatures.

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

Christina School District

Original on File

Whitney Williams
Project Manager

7-15-14

Date

Original on File

Christina School District Principal
Investigator

7/25/14

Date

Delaware Department of Education

Original on File

Karen Field Rogers
Associate Secretary, Financial Reform &
Resource Management

7/1/14

Date

af

Initial Finance Director

Original on File

Branch Associate Secretary

6/11/2014

Date

Original on File

Initial Work Group
Director

(interim)

APPENDIX A
Statement of Work and Reporting

Home Visiting

- Number of families currently enrolled and receiving home visits; 60% of families having more than one risk factor
- Number of visits completed
- Number of families contracted

**State of Delaware Visit compliance for families with more than one risk factor
Minimum of 134 families**

	JUL 2014	AUG 2014	SEPT 2014	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUNE 2015
VISIT GOAL TOTAL	268	268	268	268	268	268	268	268	268	268	268	268
# VISITS COMPLETED BY MONTH												
# COMBINED VISITS TOWARD GOAL												

Goal of 1272

**State of Delaware Visit compliance for families with at least one risk factor
Minimum of 90 families**

	JUL 2014	AUG 2014	SEPT 2014	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUNE 2015
VISIT GOAL TOTAL	90	90	90	90	90	90	90	90	90	90	90	90
# VISITS COMPLETED BY MONTH												
# COMBINED VISITS TOWARD GOAL												

Goal of 432

Families Contracted/Families Enrolled

	# Families Contracted	# Families Enrolled
July		
August		
September		
October		
November		
December		
January		

Parents As Teachers Affiliate Plan Summary From Monitoring Program:
Monitoring Visit Date: Completed By:

Enrollment				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Initial contacts				
Enrollment date				
Reason for joining program				
Eligibility for services				
Child and family contact info.				
Family demographic info				
Additional child info.				
Additional family characteristics and info.				
Comments:				

Waiting List				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Names and contact info of interested participants who cannot be served right away				
Date participants first contacted or were contacted by the program				
If participant made first contact, date the program responded				
Date interested participant was placed on waiting list				
Date interested participant was taken off waiting list and assigned to parent educator				
Comments:				

Assessment				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying and demographic information				
Type of assessment				
Education, employment, income level				
Health and medical care, mental health and substance use/abuse				

Basic essentials and needs				
Child development				
Comments				

Goal Setting				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Goals				
Timeline				
Action Steps				
Resources Needed				
Review and Progress				
Comments				

Contact History				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Completed visits, group connections and screenings				
Appointment not completed				
Comments:				

Personal Visits				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying information				
Visit statistics				
Parent-child interaction				
Developmental milestones updated				
Developmental topics				
Family well-being topics addressed				
Linkages to resources				
Protective factors addressed				
Comments				
Screening conducted				
Handouts given? Outcomes tool used? Next visit scheduled?				
Family goals progress and changes				
Parent educator action steps, comments or reminders				

Comments:

Group Connections				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Planning data				
Attendance data				
Participant feedback				
Comments:				

Screening				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying information				
Basic screening information				
Screening findings and scores				
Delays identified				
Follow up activities and comments				
Referrals				
Date follow up completed				
Additional Comments				
Comments				

Resource or Referral Connections				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Referral date and type				
Referral made by and to				
Referral reason				
Referral follow up date				
Family received services				
Comments and feedback on resources				
Comments:				

Health History				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Health history				
Medical concerns				
General development				
Sleep habits				
Immunization history				

Dental health				
Hearing and vision screening info				
Safety precautions				

Exit and Transition Information				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Family and child information				
Exit date and reason for exit				
Summary of contacts and services family was offered and received				
Screening provided, results, follow up and referral accessed				
Status of age-appropriate child development in each domain at time of exit				
Status of immunizations				
Outcomes and goals achieved				
Transition plan				
Comments:				

Staff Documentation				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Reflective Supervision				
Staff Meetings				
Annual Competency Evaluations				
Resumes/Documentation of educational level				
Comments:				

Deliverable	Explanation	Timeline	Responsible Staff	Intended Results
Contractor will provide services to 134 families more than one risk factor	Contractor will develop a plan for voluntary enrollment of prenatal through age three children and their families with more than one risk factor to provide a continuation of services.	July 2014 – June 2015	Christina School District Project Manager	134 families will be continuation of services
Contractor will provide services to 90 families with at least one risk factor	Contractor will develop a plan for voluntary enrollment of prenatal through age three children and their families with at least one risk factor to provide a continuation of services.	July 2014 – June 2015	Christina School District Project Manager	90 families will be continuation of services
Contractor will provide a minimum of 268 visits monthly to families with more than one risk factor	Contractor will focus on families in target neighborhoods for more extensive services through home visits to ensure all families have the ability to receive home visits.	July 2014 – June 2015	Christina School District Project Manager	268 visits will be completed monthly for families with more than one risk factor
Contractor will provide a minimum of 90 visits monthly to families with at least one risk factor	Contractor will focus on families in Kent County to provide them the ability to receive monthly home visits.	July 2014 – June 2015	Christina School District Project Manager	90 visits will be completed monthly for families with at least one risk factor
Contractor will ensure Input of pertinent data will be entered into Visit Tracker	Contractor will provide monthly reports out of Visit Tracker	July 2014 – June 2015	Christina School District Project Manager	Monthly reports submitted from Visit Tracker
Contractor will participate in monthly meetings with DDOE's designated PAT Monitor and/or DOE's Education Associate	Contractor will participate in monthly meetings to review the Visit Tracker Data points and the affiliate requirements set forth by Parents as Teachers National Center.	July 2014 – June 2015	Christina School District Project Manager	Monthly meetings with PAT monitor and DOE's Education Associate to review reports.
Contractor will complete a yearly report submitted to DOE and Parents as Teachers	Contractor will complete the Parents as Teachers National Center APR and submit DOE and PAT National Center	July 2014 – June 2015	Christina School District Project Manager	APR will be complete and submitted to DOE and PAT National Center
Contractor will collaborate between the array of home visiting, parent education services and early care and education programs	Contractor will collaborate with the other evidence based home visiting programs to ensure families are not dually enrolled and that families are transition into alternate programs when applicable	July 2014 – June 2015	Christina School District Project Manager	Families will be transitioned to appropriate home visiting programs when applicable

Deliverable	Explanation	Timeline	Responsible Staff	Intended Results
Contractor will ensure the program is in full compliance to the Parents as Teachers National Center Affiliate Requirements	Contractor will be meet with the PAT Monitor to ensure the program is in full compliance with the Parents as Teachers National Centers Affiliate Requirement	July 2014 -- June 2015	Christina School District Project Manager	Lake Forest School District Parents as Teachers Program will be in full compliance of the Parents as Teachers National Center Affiliate Requirements

APPENDIX B

Payment Schedule

Christina School District will submit invoices by the 10th of the month for actual costs with delivery of report. Final invoicing must be made by Christina School District within 90 days of contract termination as funds will no longer be available after the 90 day period.

CONTRACT
Parents as Teachers-Kent County
RFP 2014-16 A

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on June 30, 2017, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and **Lake Forest School District**, hereafter referred to as

WHEREAS, DDOE desires to obtain certain services to **provide home visiting services to eligible families in Kent County**; and

WHEREAS, Lake Forest School District desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and Lake Forest School District represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and Lake Forest School District agree as follows:

1. Services.

1.1 Lake Forest School District shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix C; and (c) Lake Forest School District's response to the request for proposals, attached hereto as Appendix D. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Lake Forest School District shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Lake Forest School District, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an

alteration in the price or the time required by Lake Forest School District for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order through June 30, 2017.

2.2 DDOE will pay Lake Forest School District for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix B.

2.3 DDOE's obligation to pay Lake Forest School District for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$ 206,195.24 per year. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Lake Forest School District and it shall be Lake Forest School District's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to Lake Forest School District.

2.4 Lake Forest School District shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Lake Forest School District a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Lake Forest School District to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to Lake Forest School District, Delaware Early Childhood Center, 100 W. Mispillion Street, Harrington, DE 19952.

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

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to Lake Forest School District all damages, costs and expenses caused by Lake Forest School District's negligence, resulting from or arising out of errors or omissions in Lake Forest School District's work products, which have not been previously paid to Lake Forest School District.

2.8 Invoices shall be submitted Early Development and Learning Resources
PAT Program Manager
401 Federal Street, Suite 2
Dover, DE 19901

3. Responsibilities of VENDOR NAME.

3.1 Lake Forest School District shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Lake Forest School District, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Lake Forest School District shall follow practices consistent with generally accepted professional and technical standards. Lake Forest School District shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Lake Forest School District shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Lake Forest School District shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Lake

Forest School District's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the Lake Forest School District to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Lake Forest School District will not produce a work product that violates or infringes on any copyright or patent rights. Lake Forest School District shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DDOE of any products or services furnished by Lake Forest School District shall not in any way relieve Lake Forest School District of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of Lake Forest School District's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Lake Forest School District shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Lake Forest School District's performance or failure to perform under this Agreement.

3.4 Lake Forest School District shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Lake Forest School District's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
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Parents as Teachers,	Janet Cornwell,	Director,	DE Early Childhood Center, 10% project involvement
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3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Lake Forest School District will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If Lake Forest School District fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of Lake Forest School District is unsuitable to DDOE for good cause, Lake Forest School

District shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 Lake Forest School District shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 Lake Forest School District agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 Lake Forest School District has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.9 Lake Forest School District will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that Lake Forest School District fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix B.

5. State Responsibilities.

5.1 In connection with Lake Forest School District's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the

appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with Lake Forest School District in the performance of services under this Agreement and will be available for consultation with Lake Forest School District at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by Lake Forest School District under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Lake Forest School District by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to Lake Forest School District. It is understood that DDOE's representatives' review comments do not relieve Lake Forest School District from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by Lake Forest School District as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

Lake Forest School District shall return any original data provided by DDOE.

5.6 DDOE shall assist Lake Forest School District in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 Lake Forest School District will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use Lake Forest School District's name, either express

or implied, in any of its advertising or sales materials. Lake Forest School District reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Lake Forest School District for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. Lake Forest School District shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 Lake Forest School District retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Lake Forest School District retains title, whether individually by Lake Forest School District or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall Lake Forest School District be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Lake Forest School District shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Lake Forest School District prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Lake Forest School District even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of

this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

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

8. Warranty.

8.1 Lake Forest School District warrants that its services will be performed in a good and workmanlike manner. Lake Forest School District agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Lake Forest School District for DDOE in connection with the provision of the Services, Lake Forest School District shall pass through or assign to DDOE the rights Lake Forest School District obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 Lake Forest School District shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the Lake Forest School District, its agents or employees, or (B) Lake Forest School District's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Lake Forest School District shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) Lake Forest School District shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies Lake Forest School District in writing of a third

party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, Lake Forest School District will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. Lake Forest School District will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by Lake Forest School District; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by Lake Forest School District; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Lake Forest School District's opinion is likely to be, held to be infringing, Lake Forest School District shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and Lake Forest School District's entire liability with respect to infringement.

9.3 DDOE agrees that Lake Forest School District's total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Lake Forest School District negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to Lake Forest School District.

In no event shall Lake Forest School District be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if Lake Forest School District has been advised of the likelihood of such damages.

10. Employees.

10.1 Lake Forest School District has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Lake Forest School District in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance,

neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

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

11. Independent Contractor.

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

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

11.3 Lake Forest School District shall be responsible for providing liability insurance for its personnel.

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

12. Suspension.

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

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

13. Termination.

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

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

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after Lake Forest School District is given:

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

13.3 If termination for default is effected by DDOE, DDOE will pay Lake Forest

School District that portion of the compensation which has been earned as of the effective date of termination but:

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

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

13.5 The rights and remedies of DDOE and Lake Forest School District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to Lake Forest School District, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Lake Forest School District or any agent or representative of Lake Forest School District to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against Lake Forest School District it could pursue in the event of a breach of this Agreement by Lake Forest School District.

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

14. Severability.

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

15. Assignment; Subcontracts.

15.1 Any attempt by Lake Forest School District to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by Lake Forest School District, without prior written approval of DDOE.

15.3 Approval by DDOE of Lake Forest School District's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve Lake Forest School District of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 Lake Forest School District shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by Lake Forest School District, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the Lake Forest School District's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to

circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

Lake Forest School District and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

19. Complete Agreement.

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

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

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

20. Miscellaneous Provisions.

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

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

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

20.4 Lake Forest School District covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Lake Forest School District further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 Lake Forest School District acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. Lake Forest School District recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare Lake Forest School District in breach of the Agreement, terminate the Agreement, and designate Lake Forest School District as non-responsible.

20.6 Lake Forest School District warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an

agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 Lake Forest School District shall maintain all public records, as defined by 29 Del. C. § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit Lake Forest School District's performance and records pertaining to this Agreement at the Lake Forest School District business office during normal business hours.

21. Insurance.

21.1 Lake Forest School District shall maintain the following insurance during the term of this Agreement:

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

21.2. Lake Forest School District shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of

Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education
401 Federal Street, Suite 2
Dover, DE 19901

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

22. Assignment of Antitrust Claims.

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

23. Governing Law.

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

24. Notices.

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

CONTRACTOR: Lake Forest School District
Janet Cornwell
Delaware Early Childhood Center
100 W. Millspillion Street
Harrington, DE 19952

DDOE: Karen Field Rogers
Associate Secretary, Financial Reform & Resource Mgmt.
Delaware Department of Education
John G. Townsend Building

401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff  Coordinating activity:
Carmen Gallagher (Original on File)

Next Page for Signatures.

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

Lake Forest School District

Original on File

Janet Cornwell
Project Manager

6/18/14

Date

Original on File

Lake Forest School District
Representative
Principal Investigator

6/18/14

Date

Delaware Department of Education

Original on File

Karen Field Rogers
Associate Secretary, Financial Reform &
Resource Management

6/12/14

Date

Initial Finance Director

Original on File

Branch Associate Secretary

Original on File

6/5/2014

Date

Initial Work Group
Director

APPENDIX A
Statement of Work and Reporting

Home Visiting

- Number of families currently enrolled and receiving home visits; 60% of families having more than one risk factor
- Number of visits completed
- Number of families contracted

State of Delaware Visit compliance for families with more than one risk factor

Minimum of 53 families

	JUL 2012	AUG 2012	SEPT 2012	OCT 2012	NOV 2012	DEC 2012	JAN 2013	FEB 2013	MAR 2013	APR 2013	MAY 2013	JUNE 2013
VISIT GOAL TOTAL	106	106	106	106	106	106	106	106	106	106	106	106
# VISITS COMPLETED BY MONTH												
# COMBINED VISITS TOWARD GOAL												

Goal of 1272

State of Delaware Visit compliance for families with at least one risk factor

Minimum of 36 families

	JUL 2012	AUG 2012	SEPT 2012	OCT 2012	NOV 2012	DEC 2012	JAN 2013	FEB 2013	MAR 2013	APR 2013	MAY 2013	JUNE 2013
VISIT GOAL TOTAL	36	36	36	36	36	36	36	36	36	36	36	36
# VISITS COMPLETED BY MONTH												
# COMBINED VISITS TOWARD GOAL												

Goal of 432

Families Contracted/Families Enrolled

	# Families Contracted	# Families Enrolled
July		
August		
September		
October		
November		
December		
January		

Parents As Teachers Affiliate Plan Summary From Monitoring Program:
Monitoring Visit Date: Completed By:

Enrollment				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Initial contacts				
Enrollment date				
Reason for joining program				
Eligibility for services				
Child and family contact info.				
Family demographic info				
Additional child info.				
Additional family characteristics and info.				
Comments:				

Waiting List				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Names and contact info of interested participants who cannot be served right away				
Date participants first contacted or were contacted by the program				
If participant made first contact, date the program responded				
Date interested participant was placed on waiting list				
Date interested participant was taken off waiting list and assigned to parent educator				
Comments:				

Assessment				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying and demographic information				
Type of assessment				
Education, employment, income level				

Health and medical care, mental health and substance use/abuse				
Basic essentials and needs				
Child development				
Comments				

Goal Setting				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Goals				
Timeline				
Action Steps				
Resources Needed				
Review and Progress				
Comments				

Contact History				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Completed visits, group connections and screenings				
Appointment not completed				
Comments:				

Personal Visits				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying information				
Visit statistics				
Parent-child interaction				
Developmental milestones updated				
Developmental topics				
Family well-being topics addressed				
Linkages to resources				
Protective factors addressed				
Comments				
Screening conducted				
Handouts given? Outcomes tool used? Next visit scheduled?				
Family goals progress and				

changes				
Parent educator action steps, comments or reminders				
Comments:				

Group Connections				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Planning data				
Attendance data				
Participant feedback				
Comments:				

Screening				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying information				
Basic screening information				
Screening findings and scores				
Delays identified				
Follow up activities and comments				
Referrals				
Date follow up completed				
Additional Comments				
Comments				

Resource or Referral Connections				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Referral date and type				
Referral made by and to				
Referral reason				
Referral follow up date				
Family received services				
Comments and feedback on resources				
Comments:				

Health History				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable

Health history				
Medical concerns				
General development				
Sleep habits				
Immunization history				
Dental health				
Hearing and vision screening info				
Safety precautions				

Exit and Transition Information				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Family and child information				
Exit date and reason for exit				
Summary of contacts and services family was offered and received				
Screening provided, results, follow up and referral accessed				
Status of age-appropriate child development in each domain at time of exit				
Status of immunizations				
Outcomes and goals achieved				
Transition plan				
Comments:				

Staff Documentation				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Reflective Supervision				
Staff Meetings				
Annual Competency Evaluations				
Resumes/Documentation of educational level				
Comments:				

APPENDIX B
Payment Schedule

Lake Forest School District will submit invoices by the 10th of the month for actual costs with delivery of report. Final invoicing must be made by Lake Forest School District within 90 days of contract termination as funds will no longer be available after the 90 day period.

Contract: Parents as Teachers-Kent County

Date: July 2014-June 2015

Deliverable	Explanation	Timeline	Responsible Staff	Intended Results
Contractor will provide services to 53 families more than one risk factor	Contractor will develop a plan for voluntary enrollment of prenatal through age three children and their families with more than one risk factor to provide a continuation of services.	July 2014 – June 2015	Lake Forest Project Manager	53 families will be continuation of services
Contractor will provide services to 36 families with at least one risk factor	Contractor will develop a plan for voluntary enrollment of prenatal through age three children and their families with at least one risk factor to provide a continuation of services.	July 2014 – June 2015	Lake Forest Project Manager	36 families will be continuation of services
Contractor will provide a minimum of 106 visits monthly to families with more than one risk factor	Contractor will focus on families in target neighborhoods for more extensive services through home visits to ensure all families have the ability to receive home visits.	July 2014 – June 2015	Lake Forest Project Manager	106 visits will be completed monthly for families with more than one risk factor
Contractor will provide a minimum of 36 visits monthly to families with at least one risk factor	Contractor will focus on families in Kent County to provide them the ability to receive monthly home visits.	July 2014 – June 2015	Lake Forest Project Manager	36 visits will be completed monthly for families with at least one risk factor
Contractor will ensure input of pertinent data will be entered into Visit Tracker	Contractor will provide monthly reports out of Visit Tracker	July 2014 – June 2015	Lake Forest Project Manager	Monthly reports submitted from Visit Tracker
Contractor will participate in monthly meetings with DDOE's designated PAT Monitor and/or DOE's Education Associate	Contractor will participate in monthly meetings to review the Visit Tracker Data points and the affiliate requirements set forth by Parents as Teachers National Center.	July 2014 – June 2015	Lake Forest Project Manager	Monthly meetings with PAT monitor and DOE's Education Associate to review reports.
Contractor will complete a yearly report submitted to DOE and Parents as Teachers	Contractor will complete the Parents as Teachers National Center APR and submit DOE and PAT National Center	July 2014 – June 2015	Lake Forest Project Manager	APR will be complete and submitted to DOE and PAT National Center
Contractor will collaborate between the array of home visiting, parent education services and early care and education programs	Contractor will collaborate with the other evidence based home visiting programs to ensure families are not dually enrolled and that families are transition into alternate programs when applicable	July 2014 – June 2015	Lake Forest Project Manager	Families will be transitioned to appropriate home visiting programs when applicable

Deliverable	Explanation	Timeline	Responsible Staff	Intended Results
Contractor will ensure the program is in full compliance to the Parents as Teachers National Center Affiliate Requirements	Contractor will be meet with the PAT Monitor to ensure the program is in full compliance with the Parents as Teachers National Centers Affiliate Requirement	July 2014 – June 2015	Lake Forest Project Manager	Lake Forest School District Parents as Teachers Program will be in full compliance of the Parents as Teachers National Center Affiliate Requirements

CONTRACT
Parents as Teachers-Sussex County
RFP 2014-16 B

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on **June 30, 2017**, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and ***Lake Forest School District***, hereafter referred to as

WHEREAS, DDOE desires to obtain certain services to **provide home visiting services to eligible families in Sussex County**; and

WHEREAS, Lake Forest School District desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and Lake Forest School District represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and Lake Forest School District agree as follows:

1. Services.

1.1 Lake Forest School District shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix C; and (c) Lake Forest School District's response to the request for proposals, attached hereto as Appendix D. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Lake Forest School District shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Lake Forest School District, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an

alteration in the price or the time required by Lake Forest School District for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order through June 30, 2017.

2.2 DDOE will pay Lake Forest School District for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix B.

2.3 DDOE's obligation to pay Lake Forest School District for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$ 314,004.76 per year. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Lake Forest School District and it shall be Lake Forest School District's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to Lake Forest School District.

2.4 Lake Forest School District shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Lake Forest School District a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Lake Forest School District to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to Lake Forest School District, Delaware Early Childhood Center, 100 W. Mispillion Street, Harrington, DE 19952.

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

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to Lake Forest School District all damages, costs and expenses caused by Lake Forest School District's negligence, resulting from or arising out of errors or omissions in Lake Forest School District's work products, which have not been previously paid to Lake Forest School District.

2.8 Invoices shall be submitted Early Development and Learning Resources
PAT Program Manager
401 Federal Street, Suite 2
Dover, DE 19901

3. Responsibilities of VENDOR NAME.

3.1 Lake Forest School District shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Lake Forest School District, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Lake Forest School District shall follow practices consistent with generally accepted professional and technical standards. Lake Forest School District shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Lake Forest School District shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Lake Forest School District shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Lake

Forest School District's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the Lake Forest School District to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Lake Forest School District will not produce a work product that violates or infringes on any copyright or patent rights. Lake Forest School District shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DDOE of any products or services furnished by Lake Forest School District shall not in any way relieve Lake Forest School District of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of Lake Forest School District's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Lake Forest School District shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Lake Forest School District's performance or failure to perform under this Agreement.

3.4 Lake Forest School District shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Lake Forest School District's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
Parents as Teachers,	Janet Cornwell,	Director,	DE Early Childhood Center, 10%
project involvement			

3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Lake Forest School District will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If Lake Forest School District fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of Lake Forest School District is unsuitable to DDOE for good cause, Lake Forest School

District shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 Lake Forest School District shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 Lake Forest School District agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 Lake Forest School District has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.9 Lake Forest School District will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that Lake Forest School District fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix B.

5. State Responsibilities.

5.1 In connection with Lake Forest School District's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the

appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with Lake Forest School District in the performance of services under this Agreement and will be available for consultation with Lake Forest School District at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by Lake Forest School District under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Lake Forest School District by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to Lake Forest School District. It is understood that DDOE's representatives' review comments do not relieve Lake Forest School District from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by Lake Forest School District as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

Lake Forest School District shall return any original data provided by DDOE.

5.6 DDOE shall assist Lake Forest School District in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 Lake Forest School District will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use Lake Forest School District's name, either express

or implied, in any of its advertising or sales materials. Lake Forest School District reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Lake Forest School District for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. Lake Forest School District shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 Lake Forest School District retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Lake Forest School District retains title, whether individually by Lake Forest School District or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall Lake Forest School District be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Lake Forest School District shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Lake Forest School District prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Lake Forest School District even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of

this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

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

8. Warranty.

8.1 Lake Forest School District warrants that its services will be performed in a good and workmanlike manner. Lake Forest School District agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Lake Forest School District for DDOE in connection with the provision of the Services, Lake Forest School District shall pass through or assign to DDOE the rights Lake Forest School District obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 Lake Forest School District shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the Lake Forest School District, its agents or employees, or (B) Lake Forest School District's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Lake Forest School District shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) Lake Forest School District shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies Lake Forest School District in writing of a third

party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, Lake Forest School District will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. Lake Forest School District will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by Lake Forest School District; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by Lake Forest School District; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Lake Forest School District's opinion is likely to be, held to be infringing, Lake Forest School District shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and Lake Forest School District's entire liability with respect to infringement.

9.3 DDOE agrees that Lake Forest School District's total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Lake Forest School District negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to Lake Forest School District.

In no event shall Lake Forest School District be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if Lake Forest School District has been advised of the likelihood of such damages.

10. Employees.

10.1 Lake Forest School District has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Lake Forest School District in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance,

neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

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

11. Independent Contractor.

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

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

11.3 Lake Forest School District shall be responsible for providing liability insurance for its personnel.

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

12. Suspension.

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

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

13. Termination.

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

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

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after Lake Forest School District is given:

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

13.3 If termination for default is effected by DDOE, DDOE will pay Lake Forest

School District that portion of the compensation which has been earned as of the effective date of termination but:

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

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

13.5 The rights and remedies of DDOE and Lake Forest School District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to Lake Forest School District, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Lake Forest School District or any agent or representative of Lake Forest School District to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against Lake Forest School District it could pursue in the event of a breach of this Agreement by Lake Forest School District.

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

14. Severability.

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

15. Assignment; Subcontracts.

15.1 Any attempt by Lake Forest School District to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by Lake Forest School District, without prior written approval of DDOE.

15.3 Approval by DDOE of Lake Forest School District's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve Lake Forest School District of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 Lake Forest School District shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by Lake Forest School District, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the Lake Forest School District's request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to

circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

Lake Forest School District and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

19. Complete Agreement.

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

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

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

20. Miscellaneous Provisions.

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

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

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

20.4 Lake Forest School District covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Lake Forest School District further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 Lake Forest School District acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. Lake Forest School District recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare Lake Forest School District in breach of the Agreement, terminate the Agreement, and designate Lake Forest School District as non-responsible.

20.6 Lake Forest School District warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an

agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 Lake Forest School District shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit Lake Forest School District's performance and records pertaining to this Agreement at the Lake Forest School District business office during normal business hours.

21. Insurance.

21.1 Lake Forest School District shall maintain the following insurance during the term of this Agreement:

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

21.2. Lake Forest School District shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of

Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education
401 Federal Street, Suite 2
Dover, DE 19901

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

22. Assignment of Antitrust Claims.

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

23. Governing Law.

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

24. Notices.

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

CONTRACTOR: Lake Forest School District
Janet Cornwell
Delaware Early Childhood Center
100 W. Millspillion Street
Harrington, DE 19952

DDOE: Karen Field Rogers
Associate Secretary, Financial Reform & Resource Mgmt.
Delaware Department of Education
John G. Townsend Building

401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff  Coordinating activity:
Carmen Gallagher (

Next Page for Signatures.

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

Lake Forest School District

Original on File

Janet Cornwell
Project Manager

6/18/14
Date

Original on File

Lake Forest School District
Representative
Principal Investigator

6/18/14
Date

Delaware Department of Education

Original on File

Karen Field Rogers
Associate Secretary, Financial Reform &
Resource Management

6/12/14
Date

Original on File
Initial Finance Director

Original on File

Branch Associate Secretary 6/9/14

6/16/2014
Date

Original on File

Initial Work Group
Director

APPENDIX A
Statement of Work and Reporting

Home Visiting

- Number of families currently enrolled and receiving home visits; 60% of families having more than one risk factor
- Number of visits completed
- Number of families contracted

State of Delaware Visit compliance for families with more than one risk factor
Minimum of 80 families

	JUL 2012	AUG 2012	SEPT 2012	OCT 2012	NOV 2012	DEC 2012	JAN 2013	FEB 2013	MAR 2013	APR 2013	MAY 2013	JUNE 2013
VISIT GOAL TOTAL	160	160	160	160	160	160	160	160	160	160	160	160
# VISITS COMPLETED BY MONTH												
# COMBINED VISITS TOWARD GOAL												

Goal of 1920

State of Delaware Visit compliance for families with at least one risk factor
Minimum of 54 families

	JUL 2012	AUG 2012	SEPT 2012	OCT 2012	NOV 2012	DEC 2012	JAN 2013	FEB 2013	MAR 2013	APR 2013	MAY 2013	JUNE 2013
VISIT GOAL TOTAL	54	54	54	54	54	54	54	54	54	54	54	54
# VISITS COMPLETED BY MONTH												
# COMBINED VISITS TOWARD GOAL												

Goal of 648

Families Contracted/Families Enrolled

	# Families Contracted	# Families Enrolled
July		
August		
September		
October		
November		
December		
January		

Parents As Teachers Affiliate Plan Summary From Monitoring Program:
Monitoring Visit Date: Completed By:

Enrollment				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Initial contacts				
Enrollment date				
Reason for joining program				
Eligibility for services				
Child and family contact info.				
Family demographic info				
Additional child info.				
Additional family characteristics and info.				
Comments:				

Waiting List				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Names and contact info of interested participants who cannot be served right away				
Date participants first contacted or were contacted by the program				
If participant made first contact, date the program responded				
Date interested participant was placed on waiting list				
Date interested participant was taken off waiting list and assigned to parent educator				
Comments:				

Assessment				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying and demographic information				
Type of assessment				
Education, employment, income level				

Health and medical care, mental health and substance use/abuse				
Basic essentials and needs				
Child development				
Comments				

Goal Setting				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Goals				
Timeline				
Action Steps				
Resources Needed				
Review and Progress				
Comments				

Contact History				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Completed visits, group connections and screenings				
Appointment not completed				
Comments:				

Personal Visits				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying information				
Visit statistics				
Parent-child interaction				
Developmental milestones updated				
Developmental topics				
Family well-being topics addressed				
Linkages to resources				
Protective factors addressed				
Comments				
Screening conducted				
Handouts given? Outcomes tool used? Next visit scheduled?				
Family goals progress and				

changes				
Parent educator action steps, comments or reminders				
Comments:				

Group Connections				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Planning data				
Attendance data				
Participant feedback				
Comments:				

Screening				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Identifying information				
Basic screening information				
Screening findings and scores				
Delays identified				
Follow up activities and comments				
Referrals				
Date follow up completed				
Additional Comments				
Comments				

Resource or Referral Connections				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Referral date and type				
Referral made by and to				
Referral reason				
Referral follow up date				
Family received services				
Comments and feedback on resources				
Comments:				

Health History				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable

Health history				
Medical concerns				
General development				
Sleep habits				
Immunization history				
Dental health				
Hearing and vision screening info				
Safety precautions				

Exit and Transition Information				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Family and child information				
Exit date and reason for exit				
Summary of contacts and services family was offered and received				
Screening provided, results, follow up and referral accessed				
Status of age-appropriate child development in each domain at time of exit				
Status of immunizations				
Outcomes and goals achieved				
Transition plan				
Comments:				

Staff Documentation				
Item Description	Most/All in Compliance	Partial Compliance	Not in Compliance	Not Applicable
Reflective Supervision				
Staff Meetings				
Annual Competency Evaluations				
Resumes/Documentation of educational level				
Comments:				

APPENDIX B
Payment Schedule

Lake Forest School District will submit invoices by the 10th of the month for actual costs with delivery of report. Final invoicing must be made by Lake Forest School District within 90 days of contract termination as funds will no longer be available after the 90 day period.

Deliverable	Explanation	Timeline	Responsible Staff	Intended Results
Contractor will provide services to 80 families more than one risk factor	Contractor will develop a plan for voluntary enrollment of prenatal through age three children and their families with more than one risk factor to provide a continuation of services.	July 2014 – June 2015	Lake Forest Project Manager	80 families will be continuation of services
Contractor will provide services to 54 families with at least one risk factor	Contractor will develop a plan for voluntary enrollment of prenatal through age three children and their families with at least one risk factor to provide a continuation of services.	July 2014 – June 2015	Lake Forest Project Manager	54 families will be continuation of services
Contractor will provide a minimum of 160 visits monthly to families with more than one risk factor	Contractor will focus on families in target neighborhoods for more extensive services through home visits to ensure all families have the ability to receive home visits.	July 2014 – June 2015	Lake Forest Project Manager	160 visits will be completed monthly for families with more than one risk factor
Contractor will provide a minimum of 54 visits monthly to families with at least one risk factor	Contractor will focus on families in Kent County to provide them the ability to receive monthly home visits.	July 2014 – June 2015	Lake Forest Project Manager	54 visits will be completed monthly for families with at least one risk factor
Contractor will ensure Input of pertinent data will be entered into Visit Tracker	Contractor will provide monthly reports out of Visit Tracker	July 2014 – June 2015	Lake Forest Project Manager	Monthly reports submitted from Visit Tracker
Contractor will participate in monthly meetings with DDOE's designated PAT Monitor and/or DOE's Education Associate	Contractor will participate in monthly meetings to review the Visit Tracker Data points and the affiliate requirements set forth by Parents as Teachers National Center.	July 2014 – June 2015	Lake Forest Project Manager	Monthly meetings with PAT monitor and DOE's Education Associate to review reports.
Contractor will complete a yearly report submitted to DOE and Parents as Teachers	Contractor will complete the Parents as Teachers National Center APR and submit DOE and PAT National Center	July 2014 – June 2015	Lake Forest Project Manager	APR will be complete and submitted to DOE and PAT National Center
Contractor will collaborate between the array of home visiting, parent education services and early care and education programs	Contractor will collaborate with the other evidence based home visiting programs to ensure families are not dually enrolled and that families are transition into alternate programs when applicable	July 2014 – June 2015	Lake Forest Project Manager	Families will be transitioned to appropriate home visiting programs when applicable

Deliverable	Explanation	Timeline	Responsible Staff	Intended Results
Contractor will ensure the program is in full compliance to the Parents as Teachers National Center Affiliate Requirements	Contractor will be meet with the PAT Monitor to ensure the program is in full compliance with the Parents as Teachers National Centers Affiliate Requirement	July 2014 – June 2015	Lake Forest Project Manager	Lake Forest School District Parents as Teachers Program will be in full compliance of the Parents as Teachers National Center Affiliate Requirements