

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE

Parents as Teachers (PAT)

ISSUED BY DELAWARE DEPARTMENT OF EDUCATION

RFP # DOE 2014-16 – Parents As Teachers (PAT)

March 24, 2014

Deadline to Respond: May 12, 2014, 3:00 p.m. Eastern Time

**Pre-Bid Meeting: April 14, 2014, 3:00 p.m.
Location: DDOE, Collette Education Resource Center
35 Commerce Way
Dover, DE 19904**

Note: Attendance is encouraged but not required at the pre-bid meeting by organizations interested in bidding.

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I. Overview

The State of Delaware Department of Education, (DDOE) seeks grant proposals to operate the home visiting program, Parents as Teachers (PAT). PAT is a parent education and support program that uses home visiting as a mode of implementation. PAT is a nationally recognized program that uses specific curricula to teach parents how to optimize their child's growth and development improving child's readiness for school. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: <u>March 24, 2014</u>
Cut-off Date for Questions:	Date: <u>April 10, 2014</u>
Pre-bid Meeting:	Date: <u>April 14, 2014</u>
Deadline for Receipt of Proposals	Date: <u>May12, 2014</u>
Notification of Award	Date: <u>June 2, 2014</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Services

A. Overview

The State of Delaware Department of Education (DDOE) is requesting proposals to operate the federally designated, evidence based home visiting program, Parents as Teachers (PAT) from prenatal through age three. PAT is a parent education and support program that uses home visiting, screenings and group connections as the mode of implementation. PAT is a nationally recognized program that uses specific curricula to teach parents how to optimize their child's growth and development improving the child's readiness for school.

B. Introduction

The Parents as Teachers Program is established under the auspices of the State Board of Education (Title 14, of the Delaware Code Section 4118) and shall be coordinated through one or more local school boards. The program shall address the educational needs of targeted parents of children and shall contain the following elements:

- the use of individuals who are professionally trained in child development and parents
- the provision by participating school systems of instruction in child development and parenting, on a voluntary enrollment basis, to targeted parents of children from infancy through age three
- the program shall be provided in homes and other appropriate community settings in a cost-effective, accessible and convenient manner
- services shall be focused and targeted, to the extent possible, to parents of at risk children
- evidence of significant local support for the project from school system administrators and local school boards and local parent and children advocacy organizations

The implementation of the Parents as Teachers Program shall be subject to specific annual appropriation in the Annual Appropriations Act.

The FY 15 distribution of services will be:

New Castle County –

- At a minimum there are to be 224 families consistently enrolled receiving at least monthly visits. Enrollment means that families are meeting the four components identified by Parents as Teachers National Center. Enrollment means that families are receiving personal home visits monthly, bi-weekly, or weekly based on their identified risk factors. Families are also referred to the group connections of the program, have screenings conducted as advised by PAT National Center, and are connected to resources.
- Under National Parents as Teachers guidelines, families with 1 or fewer high needs characteristics receive at least 12 personal visits a year and families with 2 or more high needs characteristics receive at least 24 personal visits annually

- Delaware has determined that all families have to have at least one risk factor. 60% of those families have to have more than one risk factor so that:
 - At a minimum there are to be 134 families who will receive at least 24 visits per year = a minimum of 3216 visits
 - At a minimum there are to be 90 families who will receive at least 12 visits per year = a minimum of 1080 visits
- At a minimum there are to be 4296 visits completed at the end of the fiscal year with a monthly report showing the progression of this goal

Kent County –

- At a minimum there are to be 89 families consistently enrolled receiving at least monthly visits. Enrollment means that families are meeting the four components identified by Parents as Teachers National Center. Enrollment means that families are receiving personal home visits monthly, bi-weekly, or weekly based on their identified risk factors. Families are also referred to the group connections of the program, have screenings conducted as advised by PAT National Center, and are connected to resources. Under National Parents as Teachers guidelines, families with 1 or fewer high needs characteristics receive at least 12 personal visits a year and families with 2 or more high needs characteristics receive at least 24 personal visits annually
 - Delaware has determined that all families have to have at least one risk factor. 60% of those families have to have more than one risk factor so that:
 - At a minimum there are to be 53 families who will receive at least 24 visits per year = a minimum of 1272 visits
 - At a minimum there are to be 36 families who will receive at least 12 visits per year = a minimum of 432 visits
- At a minimum there are to be 1704 visits completed at the end of the fiscal year with a monthly report showing the progression of this goal

Sussex County –

- At a minimum there are to be 134 families consistently enrolled receiving at least monthly visits. Enrollment means that families are meeting the four components identified by Parents as Teachers National Center. Enrollment means that families are receiving personal home visits monthly, bi-weekly, or weekly based on their identified risk factors. Families are also referred to the group connections of the program, have screenings conducted as advised by PAT National Center, and are connected to resources. Under National Parents as Teachers guidelines, families with 1 or fewer high needs characteristics receive at least 12 personal visits a year and families with 2 or more high needs characteristics receive at least 24 personal visits annually

- Delaware has determined that all families have to have at least one risk factor. 60% of those families have to have more than one risk factor so that:
 - At a minimum there are to be 80 families who will receive at least 24 visits per year = a minimum of 1920 visits
 - At a minimum there are to be 54 families who will receive at least 12 visits per year = a minimum of 648 visits
- At a minimum there are to be 2568 visits completed at the end of the fiscal year with a monthly report showing the progression of this goal

C. Key Responsibilities include the following elements:

Outreach and Enrollment

1. A plan for the voluntary enrollment of prenatal through age three children and their families with risk factors identified by the Parents as Teachers National Center. Those risk factors include:
 - a. Teen Parent
 - b. Child with disability or chronic health condition
 - c. Parent with disability or chronic health condition
 - d. Parent with mental illness
 - e. Low educational attainment
 - f. Low income
 - g. Recent immigrant or refugee family
 - h. Substance abuse
 - i. Court-appointed legal guardians and/or foster care
 - j. Homeless or unstable housing
 - k. Incarcerated parent
 - l. Very low birth weight
 - m. Very low birth weight
 - n. Death in immediate family
 - o. Domestic violence
 - p. Child abuse or neglect
 - q. Military family
2. Recruitment strategies to show how the program will recruit new families to maintain identified target number of families and visits on a monthly basis.
3. Focus on families in target neighborhoods for more extensive services through home visits by serving families 2x a month. Target neighborhoods have been identified by Division of Public Health (DPH) in the expansion of home visiting under the Maternal, Infant, and Early Childhood Home Visiting Program of the Affordable Care Act. (See Attachment A for the DPH report)

Transition and Program Management

1. Startup implementation details to ensure the PAT services begin July 1, 2014
2. Transition plan for existing PAT families to the providers' intake processes including the assignment of PAT educators
3. Input of pertinent data in Visit Tracker, the PAT data system and state home visiting data system when available as well as ensuring DDOE access to data

systems. Monthly reports are to be completed and submitted by the 10th of the month after each month to DDOE's PAT Monitor. (See Attachment B: Appendix C for Monthly Reporting Template)

4. Monthly meetings with the DDOE's designated PAT Monitor and/or DOE's Education Associate overseeing PAT to review reports, documentation, successes, challenges, unmet targets and plan of action to address challenges or unmet targets
5. A yearly report is to be completed and submitted no later than 90 days following the end of the fiscal year and following PAT National requirements
6. Maintenance of family files in accordance to Delaware Department of Education Guidelines
7. Collaboration between the array of home visiting, parent education services and early care and education programs

Services

1. Transition plan of the PAT children as deemed appropriate to local county services and if appropriate preschool programs
2. Options of daytime, evening and weekend home visits
3. Provision of services to be conducted 12 months per year
4. Program plan to increase family awareness and strategies to support families of the Early Learning Foundations, both preschool and infant/toddler

Documentation that the Parents as Teachers National Center's Affiliate Standards are being met which include the following

1. The affiliate provides at least two years of services to families with children between prenatal and kindergarten entry.
2. The affiliate has an advisory committee that meets at least every 6 months (can be part of a larger committee, community network or coalition as long as the group includes a regular focus on the PAT affiliate).
3. At least annually, the affiliate gathers and summarizes feedback from families about the services they've received, using the results for program improvement.
4. The affiliate annually reports data on service delivery and program implementation through the Annual Performance Report; affiliates use data and the Performance Measures Report in an ongoing way for purposes of continuous quality improvement.
5. Per Parents as Teachers National Center and conjunction with Delaware's standards for home visitors, parent educators will have a minimum of a bachelor's degree in any area. For hard to fill positions such as bilingual parent educators, an associate's degree is permissible.
6. All new parent educators attend the Foundational and Model Implementation Training (MIT) before delivering the Parents as Teachers model. New supervisors attend at least the MIT before supervising parent educators.
 - a. 100% of PEs hired since 1/11 have attended Foundational and Model Implementation Trainings and are currently Model Certified in the PAT model.
 - b. 100% of PAT supervisors hired since 1/11 have attended a Model Implementation Training.

- c. PE's certified prior to 1/11 who are with an existing program must attend Foundational Training and Model Implementation Retraining before 7/14 and be currently PAT Model Certified; supervisors who have been with an existing program must attend Model Implementation before 7/14.
- 7. Each supervisor, mentor or lead parent educator is assigned no more than 12 parent educators, regardless of whether the parents educators are full-time or part-time employees. The number of parent educators assigned to the supervisor is adjusted proportionately when the supervisor is not full time.
 - a. 100% of your affiliate's 1.0 FTE supervisors are assigned a maximum of 12 PEs.
 - b. 100% of your affiliate's .75 FTE supervisors are assigned a maximum of 9 PEs.
 - c. 100% of your affiliate's .5 FTE supervisors are assigned a maximum of 6 PEs.
 - d. 100% of your affiliate's .25 FTE supervisors are assigned a maximum of 3 PEs.
 - e. A plan showing how supervisor will implement reflective supervision for staff (if staff is greater than 12 parent educators, than a plan must show who will be conducting the reflective supervision for the remaining staff) must be in place
- 8. Each month, parent educators working more than .5 FTE participate in a minimum of two hours of individual reflective supervision and a minimum of two hours of staff meetings and parent educators working .5 FTE or less participate in a minimum of one hour reflective supervision and two hours of staff meetings. In order to support high quality services to families, this requirement includes supervisors who provide home visits to families as a parent educator. Supervision or consultation with the supervisor focuses on "case review", or discussion on the content/process of home visits to families.
 - a. 100% of PEs (including supervisors carrying a caseload) working more than .5 FTE received at least 18 hours of individual, reflective supervision hours during the program year covered by the 2014-2015 APR. And every year thereafter.
 - b. 100% of PEs (including supervisors carrying a caseload) working .5 FTE or less received at least 9 hours of individual, reflective supervision hours during the program year covered by the 2014-2015 APR. And every year thereafter.
- 9. Parent educators obtain competency-based professional development and training and renew certification with the national office annually.
 - a. 100% of model affiliate PEs have a current parent educator certification.
- 10. Parent educators complete and document a family-centered assessment within 90 days of enrollment and then at least annually thereafter, using an assessment that addresses the Parents as Teachers required areas. At a minimum, these goals need to be met 60% of the time with 100% being ideal.
 - a. Newly enrolled families had an initial family-centered assessment completed within the 90 days of enrollment.

- b. Families that received at least 1 personal visit during the program year (excluding newly enrolled families) had an annually updated family-centered assessment.
 - c. Delaware has identified the Life Skills Progression as the family assessment to be used for the programs.
- 11. Parent educators develop and document goals with each family they serve. At a minimum, this goal needs to be met 60% of the time with 100% being ideal.
 - a. Families that received at least 1 personal visit had at least 1 documented goal during the program year.
- 12. Families with 1 or fewer high needs characteristics receive at least 12 personal visits annually and families with 2 or more high-needs characteristics receive at least 24 personal visits annually.
 - a. Monthly payment for services will be contingent upon meeting 75% of the required number of visits for families with 1 or fewer high needs and 75% of the required number of visits for families with 2 or more high needs.
- 13. Full time 1st year parent educators complete no more than 48 visits per month during their first year and full time parent educators in their 2nd year and beyond complete no more than 60 visits per month.
 - a. 100% of full time 1st year PE's completed no more than 48 visits per month during the program year.
 - b. 100% of full time 2nd year and beyond completed no more than 60 visits per month during the program year.
- 14. Parent educators use the foundational visit plans and planning guide from the curriculum to design and deliver personal visits to families.
 - a. Documentation needs to be submitted within 24 hours of visit into Visit Tracker.
- 15. Affiliates deliver at least 12 group connections across the program year.
 - a. If additional groups are conducted, then documentation of additional funding is required to ensure it is beyond funding for this contract.
- 16. Screening takes place within 90 days of enrollment for children 4 months or older and then at least annually thereafter (infants enrolled prior to 4 months of age are screened prior to 7 months of age). A complete screening includes developmental screening using PAT approved screening tools, along with completion of health review which includes a record of hearing, vision, and general health status. Developmental domains that require screening include language, intellectual, social-emotional & motor development.
 - a. At least 60% of the children enrolled prior to age 4 months and who reached 7 months of age before the end of the program year had a complete initial screening prior to 7 months of age. Delaware has identified the Ages and Stages Questionnaire and the Ages and Stages: SE as the identified tool to use for the screening.
- 17. Parent educators connect families to resources that help them reach their goals and address their needs.
 - a. National states 60% of families that received at least 1 personal visit (excluding families enrolled less than 90 days) were connected to their PE to at least 1 community resource.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.

B. General Evaluation Requirements

1. Understanding Parents as Teachers National Affiliate guidelines
 - a. Show awareness of the set standards to maintain affiliate status
 - b. Show how program will maintain those requirements and do self-assessment to ensure adherence of guidelines
2. Demonstrated knowledge of families being served within that county
 - a. Show awareness of county demographics and areas of target families to be served
 - b. Show knowledge of risk factors in areas and how program will recruit in those areas
 - c. Show evidence of significant local support for the project from school system administrators and local school boards and local parent and children advocacy organizations
3. Organization's qualifications and experience
 - a. Show program experience with implementing the Parents as Teachers model or related program implementation experience
 - b. Show early childhood expertise through the qualifications of staff
 - c. Show experience with recruiting, retaining and sustaining families in PAT or related program
4. Specifications of work to be performed
 - a. Show how program will recruit families
 - b. Show how program will maintain intensity of visits
 - c. Allow time for DOE monitor to review files for affiliate guidelines assurances
 - d. Show support from local agencies
 - e. Connection to school districts for transition of children into the school
 - f. Show how items in the Scope of Services will be met
5. Cost of proposal
 - a. Show how program will implement the Parents as Teachers Model per the Scope of Services outlined in this proposal

- b. Show how budget will economically and efficiently run the program

IV. Professional Services RFP Administrative Information

A. RFP ISSUANCE

1. Obtaining Copies of the RFP

This RFP is available in electronic form through DDOE website at <http://www.doe.k12.de.us/rfplisting/> and the State of Delaware Procurement website at <http://bids.delaware.gov/> Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to DDOE. Address all communications to the person listed below; communications made to other DDOE personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Carmen Gallagher
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639
Carmen.gallagher@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

DDOE may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than DDOE Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting DDOE employees risk elimination of their proposal from further

consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP SUBMISSIONS

1. Assurances – Bidders must assure DDOE that the bidder will comply with all relevant National Parents as Teacher policies and procedures and all State and Federal statutes and regulations, as well as the reporting, evaluation, training and supervision requirements associated with this program. The bidders will assure experience and capacity within their organizations to deliver the comprehensive services and community collaboration required by this program. Documentation of collaboration must be included. The bidders will ensure continuation of services to currently participating families in the

program and also ensure intent to employ parent educators trained and certified in the PAT curricula. Bidders must ensure that they will follow affirmative action principles in employing staff and recruiting families to participate in the program. The availability of Spanish speaking parent educators is strongly encouraged. Please see Attachment B: Appendix D for the Contract Assurances Form.

2. Proposal Criteria and Format: Proposals shall contain the following information in the order noted below.

Transmittal Letter: Provide a transmittal letter, which briefly summarizes the proposing organizations' interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

DDOE Early Learning and Development Form (See Attachment C)

Title Page shall include:

- i. RFP title and number
- ii. Name of applicant
- iii. Applicant's full address
- iv. Applicant's phone number and email
- v. Name and title of the applicant's designated contact person
- vi. Bid due date and time

Table of Contents – A table of contents must be included in the proposal identifying pages of each required section of the narrative.

Abstract – An abstract must include a summary of the proposed project and the LEA's plan for public and private collaboration. The abstract should not exceed one page.

Narrative Scope of Work– The proposal narrative and appendices must not exceed 50 double-spaced, single side, numbered pages. One inch margins and 12 font or larger should be used for the proposal. The narrative section must include the following:

- a. **Ability and Capacity to Provide Service** – Demonstrate familiarity and experience with and understanding of evidence based home visiting, especially Parents as Teachers and the affiliate guidelines set forth by Parents as Teachers National Center. Demonstrate ability to serve at-risk families. This section should include current efforts of the LEA to provide services to this population including collaborative efforts with other public and private family service providers. Current letters of support and/or references should be included in the appendices.

- b. Approach – Describe the proposed program’s philosophy, vision, and/ or mission statement that provides the guiding principles for the program. The description should include strategies for assuring high program quality implementation, support of families and their needs, array of comprehensive services, services that are integrated into existing community setting and programs, and services that are coordinated with other programs.
- c. Target Population and Needs Assessment – Identify the target population and the geographic service area to be covered by the bidder’s proposal. Include supporting information concerning the need for such services. Include a description of the specific target population to be served during contract period. A plan for serving children with special needs in collaboration with the birth to three programs may be included.
- d. Program Goals and Objectives – Identify the goals and objectives for the proposal including, but not limited to – 1) home visits, 2) group meetings, 3) stay and play sessions, 4) development screenings, family centered assessments, family goals 5) community collaboration, 6) child and family outcomes, 7) transition planning with local LEAs and 8) data collection and reporting requirements. “Key Responsibilities” noted on pages 6-9 should be reflected in your goals and objectives.
- e. Strategies – Describe in detail the strategies and timeline to be employed to implement the identified goals and objectives related to the guiding principles and success indicators summarized below:

Outreach and Enrollment

- 1) Recruiting families that meet the high risk criteria in the identified zip zones
- 2) Focus on families in target neighborhoods
- 3) Family Centered Services: diversity is respected in the use of programs materials, personnel, and all interactions with families. All members of the families are welcomed and encouraged to take part in the home visits and other activities. Families make decisions and have equal input into service planning that is specific to their child and family.

Transition and Program Management

- 1) Startup implementation to begin services July 1, 2014
- 2) Collaboration: The array of home visiting, parent education services, and early care and education programs in the local area will become partners in the provision of services. Providers of specialized services will include Early Head Start and early intervention as partners.

- 3) Transition: Families may move from one service provider to another. Duplication of services will be avoided. Transition to local LEA's and other home visiting programs that may be more specific to the family needs will be supported.
- 4) Early Learning Foundations: Families participating in PAT will be familiar with and have access to Delaware's Early Learning Foundations for infants, toddlers, and preschoolers. Early Learning Foundations will also be incorporated into the group activities.
- 5) Input of pertinent data into Visit Tracker
- 6) Input of pertinent data into the identified program for Delaware Ages and Stages and the Ages and Stages SE
- 7) Monthly reports to DOE consisting of the number of families enrolled, visits completed, highlights, and challenges with accompanying plan for action for meeting targets
- 8) Monthly meetings with DOE's designated PAT Monitor and/or DOE's Education Associate
- 9) Linkage – Bidders should identify strategies for transition of children and families between home visiting programs and the next service options. Connections between local LEAs' other early childhood services should be clear. Plans for enhancing those connections should be described.

Project Staff and Supervision

- 1) Identify each position necessary for the implementation of the identified goals and objectives and include short job descriptions with minimum qualifications. For each position, indicate the percentage of time allocated to PAT activities and how that will be documented. The narrative must include a brief description of procedures for staff recruitment, selection, and training. Attach resumes for existing staff as appendices.
- 2) Supervision and evaluation of parent educators must follow the district guidelines in which the program is operated and the Parents as Teachers National Center guidelines. At a minimum each parent educator will be observed one time per year by the supervisor while conducting a home visit. The National PAT Center's "Parent Educator Performance Based Evaluation Home Visit Observation" form will be used. See Attachment D. The Parent Educator will submit a self-assessment form prior to the observations. Both documents will be kept on file and available for DOE's review. On-going supervision and support of parent educators is required and should reflect at minimum: 1) record keeping, 2) continuing education, 3) knowledge of community resources, and 4)

interpersonal relationship skills. Monthly staff meetings and reflective supervision is required by Parents as Teachers National Standards. Supervision should also consist of having access to family/child files to ensure the child referrals are completed and that the visits are based on goals and/or milestones set forth by the family.

Evaluation

- 1) Describe success indicators for all goals and objectives. Evaluation should include 1) effectiveness of improving child and family outcomes using the Parents as Teachers National Center School Readiness Milestones, 2) strategies for assessing family satisfaction with PAT services, 3) effectiveness of recruitment and retention of families, 4) effectiveness of collaborative partnerships, and 5) strategies for improving overall program services as identified in the evaluation.
- j. Budget –Using the forms and instructions found in Attachment B: Appendix B, please prepare a budget with a narrative for the period of June 1, 2014 through July 30, 2015, as well as a budget and narrative for the periods of June 1, 2015 through July 30, 2016, and June 1, 2016 through July 30, 2017. Please specify the budget related to each component and question.

Delaware’s Department of Education will support PAT funding for the affiliate fee through Parents as Teaches National Center (which includes a subscription to the PAT recommended data tool, Visit Tracker) as part of this contract.

- 1) Specify the budget for each component to include: 1) personnel, 2) fringe, 3) travel, 4) equipment, 5) supplies, 6) contractual, and 7) other. Narrative budget justification must be included for each line item. Include all sources of revenue on the budget form. The budget form and justification must provide a clear picture of the need for the requested funds and the utilization of all resources to conduct the proposed project.
- 2) Administrative costs are expected to be kept to a minimum and include time for the administrator to meet with the Department of Education PAT monitor at least monthly and allows time for the monitor to meet with the staff regarding reports and documentation.
- 3) Startup funds consisting of no more than 20% of the overall budget per provider will be allocated starting in July, 2014. Startup funds should be used to secure an administrator of the program, hiring and training of PEs, recruitment of families and planning of the proposed scope of services to be provided.
- 4) Providers are to submit invoices for services rendered and monthly payments will be made based on those services. Payment is

contingent upon successful completion of the scope of services for that period and as outlined in this proposal. A minimum of 75% completion of the identified number of visits and enrolled families is necessary for being within compliance and approval of payment for services. Invoices should be submitted monthly by the 10th of the month for the previous month's services.

- k. Cost Effectiveness – Describe how the costs are associated with the services provided. Programs should operate in the most cost effective way possible by minimizing administrative costs and duplication and by leveraging all available funds. The cost of the total program should be delineated in the budget section. It should be clear how the DDOE supported PAT program fits into the overall early childhood program, including district in-kind support and other funding sources. Successful applicants will show a commitment to providing in-kind services to the project.

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 6 paper copies and 6 electronic copies on CD.

Proposals submitted in response to this RFP should be prepared and submitted in accordance with the following guidelines.

- Narrative limited to 50 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

Applicants should prepare proposals simply and economically, providing a straightforward, concise description of the Applicant's ability to meet the requirements of the RFP. All proposals become property of the State of Delaware and will not be returned to the bidder. The content of each proposal is privileged and confidential.

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM local time** on **May 12, 2014**. The outside of the proposal package must be clearly labeled “RFP # DOE – **2014-16 – Parents as Teachers**” The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kim Wheatley, Director
Financial Reform Resources
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM local time** on **May 12, 2014**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The DDOE will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor’s conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through November 1, 2014. The DDOE reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

DDOE will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of DDOE personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within DDOE.

9. Concise Proposals

DDOE discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. DDOE's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of DDOE that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

DDOE shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than DDOE/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

DDOE is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all DDOE's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by DDOE and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must

contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled “Proprietary Information” with the RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, DDOE will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for DDOE and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by DDOE, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

DDOE expects to negotiate and contract with only one “prime vendor”. DDOE will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit DDOE from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DDOE.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

i. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by DDOE.

13. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify DDOE's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

15. RFP Question and Answer Process

DDOE will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on DDOE's website at <http://www.doe.k12.de.us/rfplisting/> by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number
Paragraph number
Page number
Text of passage being questioned
Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Questions must be filed no later than midnight on April 10, 2014. Questions received after that time will not be considered. A copy of the questions and answers will be posted on <http://bids.delaware.gov>

16. State's Right to Reject Proposals

DDOE reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in DDOE's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as DDOE may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

DDOE reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DDOE makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by DDOE. Vendor's participation in this process may result in DDOE selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DDOE to execute a contract nor to continue negotiations. DDOE may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, DDOE may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of DDOE.

19. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by DDOE prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of DDOE at the proposal submission deadline. All proposals received are considered firm offers at that time.

20. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website at <http://www.doe.k12.de.us/rfp/Listing/> and <http://bids.delaware.gov>. DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

21. Exceptions to the RFP

Any exceptions to the RFP, or DDOE's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

22. Award of Contract

The final award of a contract is subject to approval by DDOE. DDOE has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by DDOE and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, DDOE will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that DDOE is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to DDOE. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with DDOE; remaining vendors will be notified in writing of their selection status.

C. RFP EVALUATION PROCESS

An evaluation team composed of representatives of DDOE will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

DDOE reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that DDOE may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of DDOE. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in *29 Del. C. §§ 6981 and 6982*. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to Delaware Secretary of Education, who shall have final authority, subject to the provisions of this RFP and *29 Del. C. § 6982*, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each evaluation item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by DDOE to be essential for use by the Team in the bid evaluation and award process.

Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award.

Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to *29 Del. C. §6986*.

a. Criteria Weight

Proposals will be evaluated using the following criteria and scoring process:

Criteria	Weight
Understanding Parent as Teachers National Center Model and Affiliate Guidelines	20
Demonstrated knowledge of families being served within that county	20
Organization's Qualifications and Experience	20
Specifications of work to be performed	25
Cost of proposal	15
Total	100%

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, DDOE may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, DDOE will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for DDOE are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and DDOE shall be for 1 year with 2 possible extensions for a period of 1 year for each extension.

- b. The selected vendor will be required to enter into a written agreement with DDOE. DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DDOE. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. DDOE's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon 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 any contract resulting from this RFP 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.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at DDOE's discretion as to the location of work for the contractual support personnel during the project period. DDOE shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the 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.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

Prior to receiving an award, the successful vendor shall either furnish DDOE with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to DDOE required under the contract shall be sent by registered mail to:

**Carmen Gallagher
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639
Carmen.gallagher@doe.k12.de.us**

e. Indemnification

i. General Indemnification.

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DDOE, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether

such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

ii. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware or DDOE, the State of Delaware or DDOE shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware or DDOE against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (a) Procure the right for DDOE to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that DDOE agrees to and accepts in writing.

f. Insurance

- i. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- ii. The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- iii. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- iv. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State’s requirements.

i. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor’s cost proposal. No charges other than as specified in the proposal shall be allowed without

written consent of DDOE. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

DDOE will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. DDOE may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j. Penalties

DDOE may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, DDOE shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to DDOE.

l. Termination for Convenience

DDOE may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to DDOE. If the contract is terminated by DDOE as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of

discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty DDOE shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

q. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between DDOE and the successful vendor shall constitute the contract between DDOE and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between DDOE and the vendor.

r. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- i.the laws of the State of Delaware;
- ii.the applicable portion of the Federal Civil Rights Act of 1964;
- iii.the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- iv.a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

v.that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, DDOE reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s. Scope of Agreement

If the scope of any provision of the contract is determined to be 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 contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

t. Other General Conditions

- i. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- ii. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- iii. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- iv. **Prior Use** – DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DDOE.
- v. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

- vi. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- vii. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DDOE.
- viii. **Additional Terms and Conditions** – DDOE reserves the right to add terms and conditions during the contract negotiations.

u. **Technology Standards**

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at <http://extranet.dti.state.de.us/information/arb/templates.shtml> In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/information/standards-policies.shtml>, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

E. RFP MISCELLANEOUS INFORMATION

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. DDOE reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of DDOE.

2. RFP Reference Library

DDOE has made every attempt to provide the necessary information within this RFP. DDOE will make the reference library available only to the winning bidder.

3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of the vendor's proposal.

4. Production Environment Requirements

DDOE requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

5. Office of Supplier Diversity

Minority and women business enterprises are encouraged to visit <http://gss.omb.delaware.gov/osd/index.shtml>

V. Attachments

Attachment A: Department of Public Health Target Neighborhood Report

Identifying Delaware's At-Risk Communities

Zip codes may vary considerably in population and sizeable demographic differences may exist from one location within a zip code to another. To help mitigate these weaknesses, Delaware's zip codes were aggregated into 18 —zones with 2000 census population ranging from 22,573 to 58,301. The zip codes were loosely assigned to each zone by sharing similar rates of the following demographic indicators:

- High School Completion*. Defined as the percentage of the population age 25 and over without a high school degree.
- Poverty Level*. Defined as the percentage of the population below the 100% Federal Poverty Level.
- Unemployment Rate*. Defined as the percentage of the population age 16 and over in the labor force who are unemployed.

The median income reported in the 2000 census for each of the zip codes was taken, and through regression analysis, was assessed as being a fairly robust variable to explain the three demographic indicators above. To ascertain the weighted average median income of each zone, a calculation involving both the population proportion of each zip code within each zone and median income was performed.

In the original needs assessment analysis the highest risk zones were located in the metropolitan City of Wilmington. Although the results were not surprising there was consensus among the Home Visiting Steering Committee that services were needed in other areas of the state, beyond the City of Wilmington. Therefore, a sub-analysis was performed for Kent and Sussex Counties only and the top three at-risk communities were identified based on the metrics identified in the Affordable Care Act. The needs assessment findings were vetted with stakeholders and community members through the Home Visiting Steering Committee and community engagement forums (further discussed in section 3). Based on feedback, it was determined that six zones, three from Wilmington and three from the Kent/Sussex counties would constitute the targeted communities for Delaware's Maternal, Infant and Early Childhood Home Visiting (DMIEC-HV) Program. A detailed assessment of the needs and existing resources of each of the six communities is provided below.

ZONE 1: Wilmington River Area

Zone 1 is located in the northeastern geographic region of the Wilmington metropolitan area. It includes the cities and towns of Bellefonte, Claymont, Edgemoor, and parts of Wilmington. It is comprised of zip codes 19703 and 19809 and census tracts 101.01, 101.02, 102, 103, 104, 105, 107, and 108.

Zone 1 was targeted as a high-risk community that would be supported by the MIECHV program as it had among the lowest performing maternal and child health indicators in Delaware. The following tables provide detailed data for Zone 1.

Age Breakdown				
Indicator	Zone 1		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	31,334	**	863,832	**
Age: Under 5 years	2,282	7.28%	58,302	6.75%
Age: 5 to 9 years	1,782	5.69%	54,911	6.36%
Age: 10 to 14 years	1,999	6.38%	56,126	6.50%
Age: 15 to 19 years	1,869	5.96%	61,003	7.06%
Age: 20 to 24 years	1,568	5.00%	56,402	6.53%
Age: 25 to 34 years	4,658	14.87%	112,525	13.03%
Age: 35 to 44 years	4,652	14.85%	121,689	14.09%
Age: 45 to 54 years	4,906	15.66%	125,193	14.49%
Age: 55 to 59 years	2,078	6.63%	52,054	6.03%
Age: 60 to 64 years	1,520	4.85%	46,778	5.42%
Age: 65 to 74 years	1,729	5.52%	63,066	7.30%
Age: 75 to 84 years	1,440	4.60%	40,433	4.68%
Age: 85 years and over	851	2.72%	15,350	1.78%

2005-2009 data. American Community Survey 5-Year Estimates.

Race/Ethnicity Breakdown				
Indicator	Zone 1		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	31,334	**	863,832	**
Race: One race	30,806	98.31%	863,832	98.28%
Race: Two or more races	528	1.69%	58,302	1.72%
White Non-Hispanic	21,402	68.30%	590,627	68.37%
Black Non-Hispanic	7,225	23.06%	173,903	20.13%
Hispanic	1,208	3.86%	57,807	6.69%

2005-2009 data. American Community Survey 5-Year Estimates.

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 1	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	11.20	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	10.67%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	14.71%	13.8%

2003-2007 data. Delaware Health Statistics Center.

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 1	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.89%	1.03%

2006-2008 data. U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.

Domestic Violence				
Indicator	Numerator	Denominator	Zone 1	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	2.45%	5.16%

2009 data. Delaware Youth Risk Behavior Survey.

Family Economic Self-Sufficiency		
Indicator	Zone 1	Delaware
Number of Households	13,019	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	\$37,729	\$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	8.34%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	5.62%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	17.37%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	5.93%	7.23%

2005-2009 data. American Community Survey 5-Year Estimates.

As with all the six at-risk communities selected for the DMIEC-HV, Wilmington River Area has strengths and risk factors. Among the strengths are resources including:

- Claymont Family Health Services
- Claymont State Service Center/Community Center
- Strong network of churches and community-based organizations
- Invested school board and advisory board for the Mt. Pleasant School-Based Health Center
- Support of the Wilmington Consortium

Compared to the state as a whole, Wilmington River Area residents have a higher risk for the following:

- 3 Infant mortality
- 4 Low birth weight
- 5 Unemployment

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone.

Table 2: Number and Types of Home Visiting Programs Statewide.

Home Visiting Agency	Home Visiting Model	Families Served Last Year	Referral Source	Referrals Made
Division of Public Health	Healthy Families America (known programmatically as Smart Start)	415 families with children under the age and/or during pregnancy	Hospitals, health care providers, Medicaid Managed Care	WIC, social services, child welfare, TANF, Medicaid
Children and Families First	Nurse-Family Partnership	91 clients	Smart Start, health care providers, CBO's	Housing assistance, Medicaid, TANF, employment assistance
Department of Education	Parents as Teachers	1,190 families	Schools, other home visiting programs	Medicaid, child welfare, TANF
Early Head Start	Department of Education and University of Delaware	306 families	CBO's, provides, social services	Housing assistance, mental health, TANF, adult education

Based on the community engagement forum feedback, residents of Wilmington River Area were concerned with crime, lack of good jobs available for young people, lack of family support for young women and children and the safety of neighborhoods. These themes were universal across all the community engagement forums in Wilmington, which highlights the shared concerns regarding economic viability and security. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at offering job placement/training and neighborhood social capital.

ZONE 3: Center City Wilmington

Zone 3 is located in the central geographic region of the Wilmington metropolitan area and exclusively consists of the City of Wilmington. It is comprised of zip codes 19801, 19802, and 19806 and census tracts 1, 2, 3, 4, 5, 6.01, 6.02, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 19, 20, 21, 26, 27, and 154.

Zone 3 was chosen as a high-risk community because it had among the highest rates of child maltreatment and poor maternal and child health indicators in Delaware. Zone 3 shares a border with both Zone 1 and Zone 4, two other communities considered to be high-risk.

The tables on the following pages provide detailed age, race/ethnicity, and benchmark-related data for Zone 3.

Age Breakdown				
Indicator	Zone 3		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	57,435	**	863,832	**
Age: Under 5 years	3,571	6.22%	58,302	6.75%
Age: 5 to 9 years	3,433	5.98%	54,911	6.36%
Age: 10 to 14 years	3,419	5.95%	56,126	6.50%
Age: 15 to 19 years	3,524	6.14%	61,003	7.06%
Age: 20 to 24 years	3,706	6.45%	56,402	6.53%
Age: 25 to 34 years	9,491	16.52%	112,525	13.03%
Age: 35 to 44 years	8,069	14.05%	121,689	14.09%
Age: 45 to 54 years	8,474	14.75%	125,193	14.49%
Age: 55 to 59 years	3,287	5.72%	52,054	6.03%
Age: 60 to 64 years	2,818	4.91%	46,778	5.42%
Age: 65 to 74 years	3,721	6.48%	63,066	7.30%
Age: 75 to 84 years	2,633	4.58%	40,433	4.68%
Age: 85 years and over	1,289	2.24%	15,350	1.78%

2005-2009 data. American Community Survey 5-Year Estimates.

Race/Ethnicity Breakdown				
Indicator	Zone 3		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	57,435	**	863,832	**
Race: One race	56,505	98.38%	863,832	98.28%
Race: Two or more races	930	1.62%	58,302	1.72%
White Non-Hispanic	18,286	31.84%	590,627	68.37%
Black Non-Hispanic	34,839	60.66%	173,903	20.13%
Hispanic	2,965	5.16%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 3	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	14.19	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	15.10%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	18.07%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 3	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	1.13%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	Numerator	Denominator	Zone 3	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	5.26%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	Zone 3	Delaware
Number of Households	24,645	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	\$27,900	\$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	19.18%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	18.08%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	28.46%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	11.15%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Center City Wilmington has strengths and risk factors. Among the strengths are resources including:

- Northeast State Service Center
- Porter State Service Center
- Henrietta Johnson Medical Center
- Westside Family Healthcare
- Wilmington Hospital Health Center

- Strong network of churches and community-based organizations
- Invested school board and advisory board for the Howard School-Based Health Center
- Support of the Wilmington Consortium

Compared to the state as a whole, Center City Wilmington residents have a higher risk for the following:

- 6 Child maltreatment
- 7 Poor maternal and child health

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Center City Wilmington were concerned with crime, lack of good jobs available for young people, lack of family support for young women and children and the safety of neighborhoods. These themes were universal across all the community engagement forums in Wilmington, which highlights the shared concerns regarding economic viability and security. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at offering job placement/training and building neighborhood social capital.

ZONE 4: Western Wilmington

Zone 4 is located in the central and western geographic region of the Wilmington metropolitan area. It includes the cities and towns of Elsmere, Newport, and parts of Wilmington. It is comprised of zip codes 19804 and 19805 and census tracts 14, 22, 23, 24, 25, 123, 124, 125, 126, 127, 129, and 130.

Note that many of the neighborhoods that are at-risk in Zone 4 are located in Wilmington with fewer in Elsmere and Newport. This zone shares a heavily populated border with Zone 3.

The tables on the following pages provide age, race/ethnicity, and benchmark-related data for Zone 4.

Age Breakdown				
Indicator	Zone 4		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	43,735	**	863,832	**
Age: Under 5 years	3,381	7.73%	58,302	6.75%
Age: 5 to 9 years	2,834	6.48%	54,911	6.36%
Age: 10 to 14 years	2,740	6.27%	56,126	6.50%
Age: 15 to 19 years	3,054	6.98%	61,003	7.06%
Age: 20 to 24 years	2,783	6.36%	56,402	6.53%
Age: 25 to 34 years	7,372	16.86%	112,525	13.03%
Age: 35 to 44 years	5,886	13.46%	121,689	14.09%
Age: 45 to 54 years	5,944	13.59%	125,193	14.49%
Age: 55 to 59 years	2,141	4.90%	52,054	6.03%
Age: 60 to 64 years	2,277	5.21%	46,778	5.42%
Age: 65 to 74 years	2,333	5.33%	63,066	7.30%
Age: 75 to 84 years	2,079	4.75%	40,433	4.68%
Age: 85 years and over	911	2.08%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 4		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	43,735	**	863,832	**
Race: One race	42,987	98.29%	863,832	98.28%
Race: Two or more races	748	1.71%	58,302	1.72%
White Non-Hispanic	25,243	57.72%	590,627	68.37%
Black Non-Hispanic	9,224	21.09%	173,903	20.13%
Hispanic	8,380	19.16%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 4	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	9.70	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	10.22%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	14.77%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 4	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	1.05%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	Numerator	Denominator	Zone 4	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	7.35%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	Zone 4	Delaware
Number of Households	16,740	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	\$32,502	\$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	14.31%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	13.39%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	37.86%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	8.27%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Western Wilmington has strengths and risk factors. Among the strengths are resources including:

- Belvedere State Service Center
- Westside Family Healthcare
- Strong network of churches and community-based organizations
- Invested school board and advisory board for the Delcastle School-Based Health Center
- Support of the Wilmington Consortium

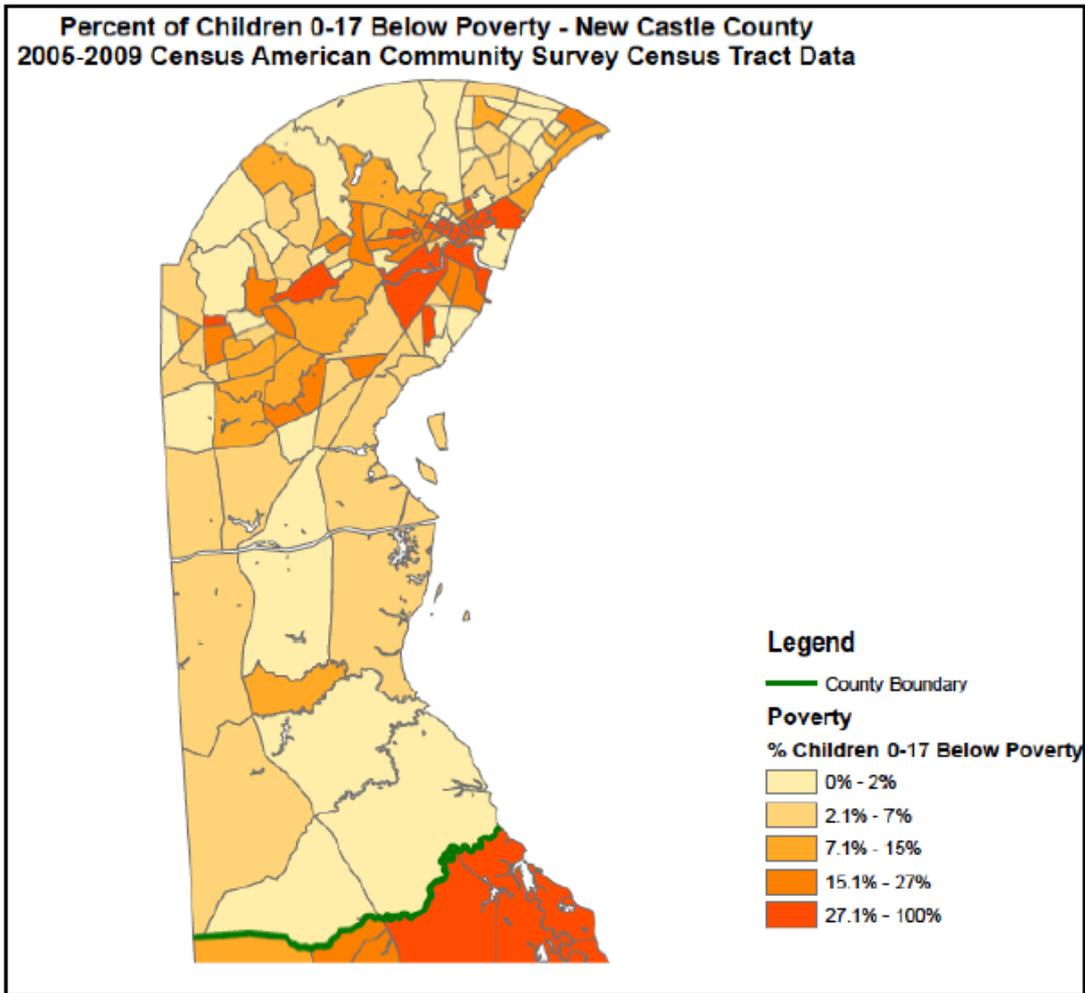
Compared to the state as a whole, Western Wilmington residents have a higher risk for the following:

- 8 Poverty
- 9 Having less than a high school education
- 10 Low birth weight

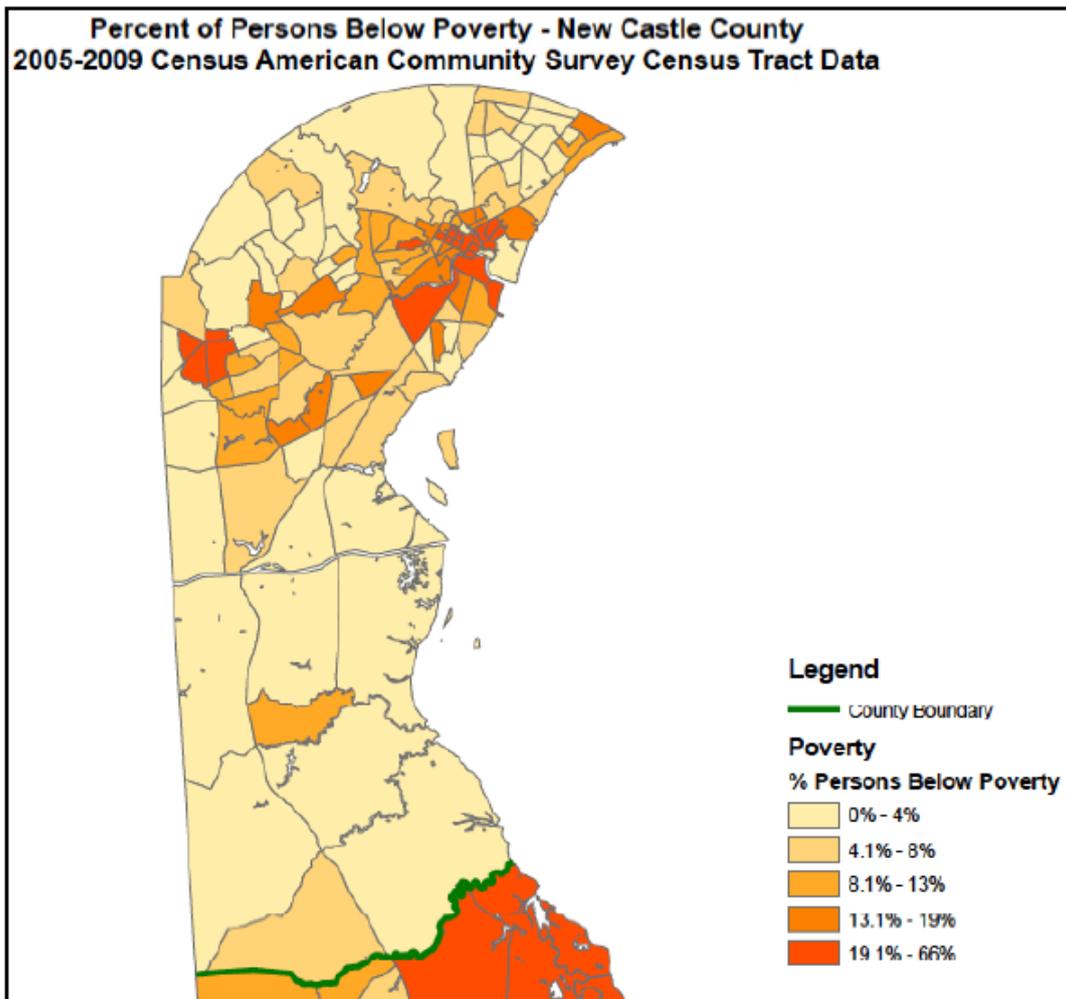
There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Western Wilmington were concerned with crime, lack of good jobs available for young people, lack of family support for young women and children and the safety of neighborhoods. These themes were universal across all the community engagement forums in Wilmington, which highlights the shared concerns regarding economic viability and security. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at offering job placement/training and building neighborhood social capital.

The following map displays the percent of persons below poverty by census tract in New Castle County, the location of Zones 1, 3, and 4.



The following map displays the percent of children below poverty by census tract in New Castle County, the location of Zones 1, 3, and 4.



ZONE 15: Southern Kent & Northern Sussex

Zone 15 is located in the central geographic region of Delaware. It includes the cities and towns of Ellendale, Farmington, Greenwood, Harrington, Milford, and Slaughter Beach. It is comprised of zip codes 19941, 19942, 19946, 19950, 19952, 19954, 19960, and 19963 and census tracts 424, 425, 426, 427, 429, 430, 431, 501.01, 501.02, 501.03, 502, 503.01, and 503.02.

Among communities in Kent and Sussex counties, Zone 15 has among the highest percentages of residents over the age of 25 that did not complete high school.

The tables provide detailed age, race/ethnicity, and benchmark-related data for Zone 15.

Age Breakdown				
Indicator	Zone 15		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	49,771	**	863,832	**
Age: Under 5 years	3,107	6.24%	58,302	6.75%
Age: 5 to 9 years	3,115	6.26%	54,911	6.36%
Age: 10 to 14 years	3,242	6.51%	56,126	6.50%
Age: 15 to 19 years	3,110	6.25%	61,003	7.06%
Age: 20 to 24 years	3,241	6.51%	56,402	6.53%
Age: 25 to 34 years	6,068	12.19%	112,525	13.03%
Age: 35 to 44 years	6,790	13.64%	121,689	14.09%
Age: 45 to 54 years	7,790	15.65%	125,193	14.49%
Age: 55 to 59 years	3,265	6.56%	52,054	6.03%
Age: 60 to 64 years	2,728	5.48%	46,778	5.42%
Age: 65 to 74 years	4,182	8.40%	63,066	7.30%
Age: 75 to 84 years	2,403	4.83%	40,433	4.68%
Age: 85 years and over	730	1.47%	15,350	1.78%

2005-2009 data. American Community Survey 5-Year Estimates.

Race/Ethnicity Breakdown				
Indicator	Zone 15		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	49,771	**	863,832	**
Race: One race	48,951	98.35%	863,832	98.28%
Race: Two or more races	820	1.65%	58,302	1.72%
White Non-Hispanic	37,550	75.45%	590,627	68.37%
Black Non-Hispanic	8,181	16.44%	173,903	20.13%
Hispanic	2,872	5.77%	57,807	6.69%

2005-2009 data. American Community Survey 5-Year Estimates.

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 15	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	8.03	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	8.19%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	13.08%	13.8%

2003-2007 data. Delaware Health Statistics Center.

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 15	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.89%	1.03%

2006-2008 data. U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.

Domestic Violence				
Indicator	Numerator	Denominator	Zone 15	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	3.59%	5.16%

2009 data. Delaware Youth Risk Behavior Survey.

Family Economic Self-Sufficiency		
Indicator	Zone 15	Delaware
Number of Households	18,995	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	\$30,681	\$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	10.91%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	10.45%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	24.75%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	6.84%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Southern Kent/Northern Sussex has strengths and risk factors. Among the strengths are resources including:

- Milford State Service Center
- Local churches and fraternal organizations
- Invested school board and advisory board for the Milford School-Based Health Center

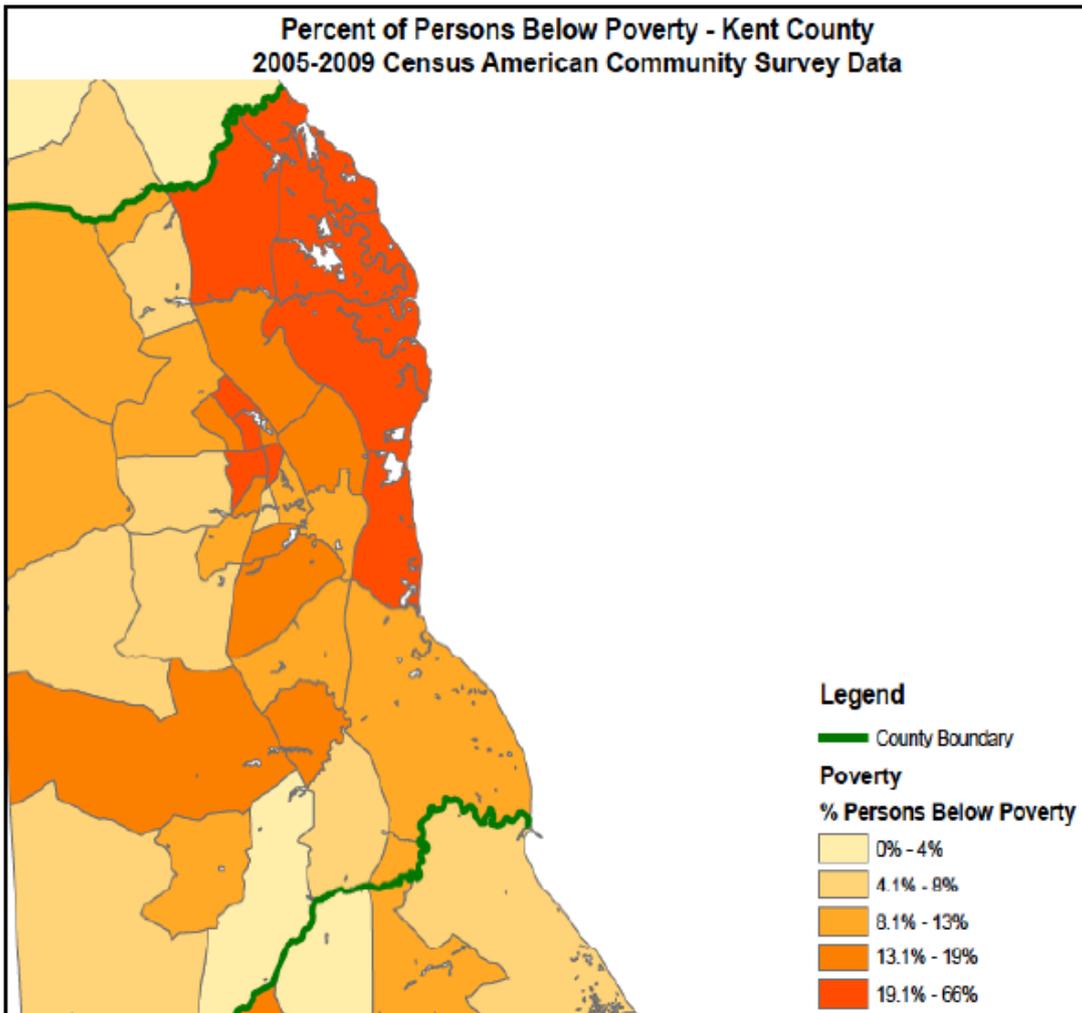
Compared to the state as a whole, Southern Kent/Northern Sussex residents have a higher risk for the following:

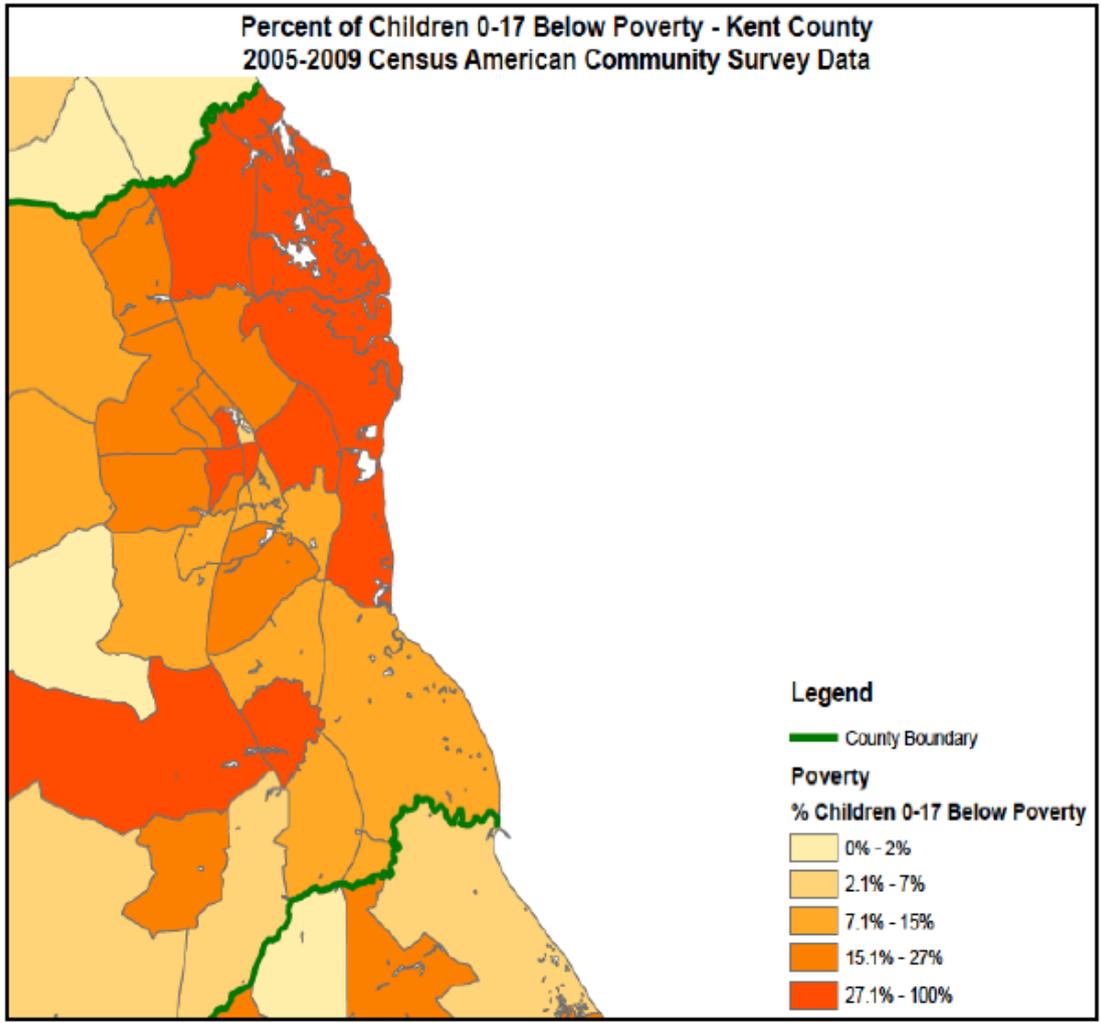
- 11 Poverty
- 12 Having less than a high school education
- 13 Unemployment

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Southern Kent/Northern Sussex were concerned with unemployment, cost of living, proper housing and access to education and health services. Given the relative small population size in Kent and Sussex Counties, only one community engagement forum was held. The concerns of residents highlight the economic insecurity in communities that rely on agricultural and food processing (namely poultry) industries. The geographic isolation and lack of public transportation makes access to services (health and social) a challenge. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at enhancing access to care and the built environment.

The maps on the following page display the percent of persons below poverty and the percent of children below poverty by census tract in Kent County. A portion of Zone 15 is located in Kent County.





ZONE 17: Western Sussex

Zone 17 is located in the southwestern geographic region of Delaware. It includes the cities and towns of Bethel, Blades, Delmar, Laurel, and Seaford. It is comprised of zip codes 19933, 19940, 19956, and 19973 and census tracts 504.01, 504.02, 504.03, 504.04, 517.01, 517.02, 518.01, 518.02, and 519.

Historically, Zone 17 has had one of the highest poverty rates (poverty calculated as residents below 100% federal poverty level) among zones located in Kent and Sussex counties. Among all communities in Delaware, Zone 17 has among the highest percentage of residents over the age of 25 that did not complete high school. The following tables provide detailed age, race/ethnicity, and benchmark-related data for Zone 17.

Age Breakdown				
Indicator	Zone 17		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	45,026	**	863,832	**
Age: Under 5 years	3,817	8.48%	58,302	6.75%
Age: 5 to 9 years	2,997	6.66%	54,911	6.36%
Age: 10 to 14 years	2,967	6.59%	56,126	6.50%
Age: 15 to 19 years	3,101	6.89%	61,003	7.06%
Age: 20 to 24 years	2,644	5.87%	56,402	6.53%
Age: 25 to 34 years	5,073	11.27%	112,525	13.03%
Age: 35 to 44 years	5,679	12.61%	121,689	14.09%
Age: 45 to 54 years	6,229	13.83%	125,193	14.49%
Age: 55 to 59 years	3,072	6.82%	52,054	6.03%
Age: 60 to 64 years	2,560	5.69%	46,778	5.42%
Age: 65 to 74 years	3,596	7.99%	63,066	7.30%
Age: 75 to 84 years	2,391	5.31%	40,433	4.68%
Age: 85 years and over	900	2.00%	15,350	1.78%

2005-2009 data. American Community Survey 5-Year Estimates.

Race/Ethnicity Breakdown				
Indicator	Zone 17		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	45,026	**	863,832	**
Race: One race	44,240	98.25%	863,832	98.28%
Race: Two or more races	786	1.75%	58,302	1.72%
White Non-Hispanic	31,809	70.65%	590,627	68.37%
Black Non-Hispanic	9,092	20.19%	173,903	20.13%
Hispanic	2,574	5.72%	57,807	6.69%

2005-2009 data. American Community Survey 5-Year Estimates.

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 17	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	7.49	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	8.35%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	13.59%	13.8%

2003-2007 data. Delaware Health Statistics Center.

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 17	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.80%	1.03%

2006-2008 data. U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.

Domestic Violence				
Indicator	Numerator	Denominator	Zone 17	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	4.96%	5.16%

2009 data. Delaware Youth Risk Behavior Survey.

Family Economic Self-Sufficiency		
Indicator	Zone 17	Delaware
Number of Households	16,816	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	\$31,984	\$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	12.49%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	12.05%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	23.19%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	6.84%	7.23%

2005-2009 data. American Community Survey 5-Year Estimates.

As with all the six at-risk communities selected for the DMIEC-HV, Western Sussex has strengths and risk factors. Among the strengths are resources including:

- Bridgeville State Service Center
- Laurel State Service Center
- Shipley State Service Center
- Local churches and fraternal organizations
- Invested school board and advisory board for the Woodbridge, Laurel, Seaford and Delmar School-Based Health Centers

Compared to the state as a whole, Western Sussex residents have a higher risk for the following:

- 14 Poverty
- 15 Having less than a high school education

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Western Sussex were concerned with unemployment, cost of living, proper housing and access to education and health services. Given the relative small population size in Kent and Sussex Counties, only one community engagement forum was held. The concerns of residents highlight the economic insecurity in communities that rely on agricultural and food processing (namely poultry) industries. The geographic isolation and lack of public transportation makes access to services (health and social) a challenge. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at enhancing access to care and the built environment.

ZONE 18: Eastern Sussex

Zone 18 is located in the southeastern geographic region of Delaware. It includes the cities and towns of Bethany Beach, Dagsboro, Fenwick Island, Frankford, Long Neck,

Millsboro, Ocean View, Selbyville and South Bethany. It is comprised of zip codes 19930, 19939, 19944, 19945, 19966, 19967, 19970, and 19975 and census tracts 506.02, 507.02, 512, 513.01, 513.02, 513.03, 513.04, 514, and 515. The following tables provide detailed demographic and benchmark-related data specific to Zone 18.

Age Breakdown				
Indicator	Zone 18		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	48,495	**	863,832	**
Age: Under 5 years	2,596	5.35%	58,302	6.75%
Age: 5 to 9 years	2,265	4.67%	54,911	6.36%
Age: 10 to 14 years	2,282	4.71%	56,126	6.50%
Age: 15 to 19 years	2,368	4.88%	61,003	7.06%
Age: 20 to 24 years	2,153	4.44%	56,402	6.53%
Age: 25 to 34 years	3,764	7.76%	112,525	13.03%
Age: 35 to 44 years	5,171	10.66%	121,689	14.09%
Age: 45 to 54 years	6,327	13.05%	125,193	14.49%
Age: 55 to 59 years	4,082	8.42%	52,054	6.03%
Age: 60 to 64 years	4,567	9.42%	46,778	5.42%
Age: 65 to 74 years	7,473	15.41%	63,066	7.30%
Age: 75 to 84 years	4,141	8.54%	40,433	4.68%
Age: 85 years and over	1,306	2.69%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 18		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	48,495	**	863,832	**
Race: One race	47,645	98.25%	863,832	98.28%
Race: Two or more races	850	1.75%	58,302	1.72%
White Non-Hispanic	40,982	84.51%	590,627	68.37%
Black Non-Hispanic	3,167	6.53%	173,903	20.13%
Hispanic	2,768	5.71%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 18	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	9.52	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	7.34%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	14.31%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 18	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.88%	1.03%

2006-2008 data. U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.

Domestic Violence				
Indicator	Numerator	Denominator	Zone 18	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	7.34%	5.16%

2009 data. Delaware Youth Risk Behavior Survey.

Family Economic Self-Sufficiency		
Indicator	Zone 18	Delaware
Number of Households in Zone	20,203	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	\$30,212	\$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	7.98%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	5.99%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	22.00%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	8.81%	7.23%

2005-2009 data. American Community Survey 5-Year Estimates.

As with all the six at-risk communities selected for the DMIEC-HV, Eastern Sussex has strengths and risk factors. Among the strengths are resources including:

- Pyle State Service Center
- Local churches and fraternal organizations
- Invested school board and advisory board for the Indian River School-Based Health Center

Compared to the state as a whole, Eastern Sussex residents have a higher risk for the following:

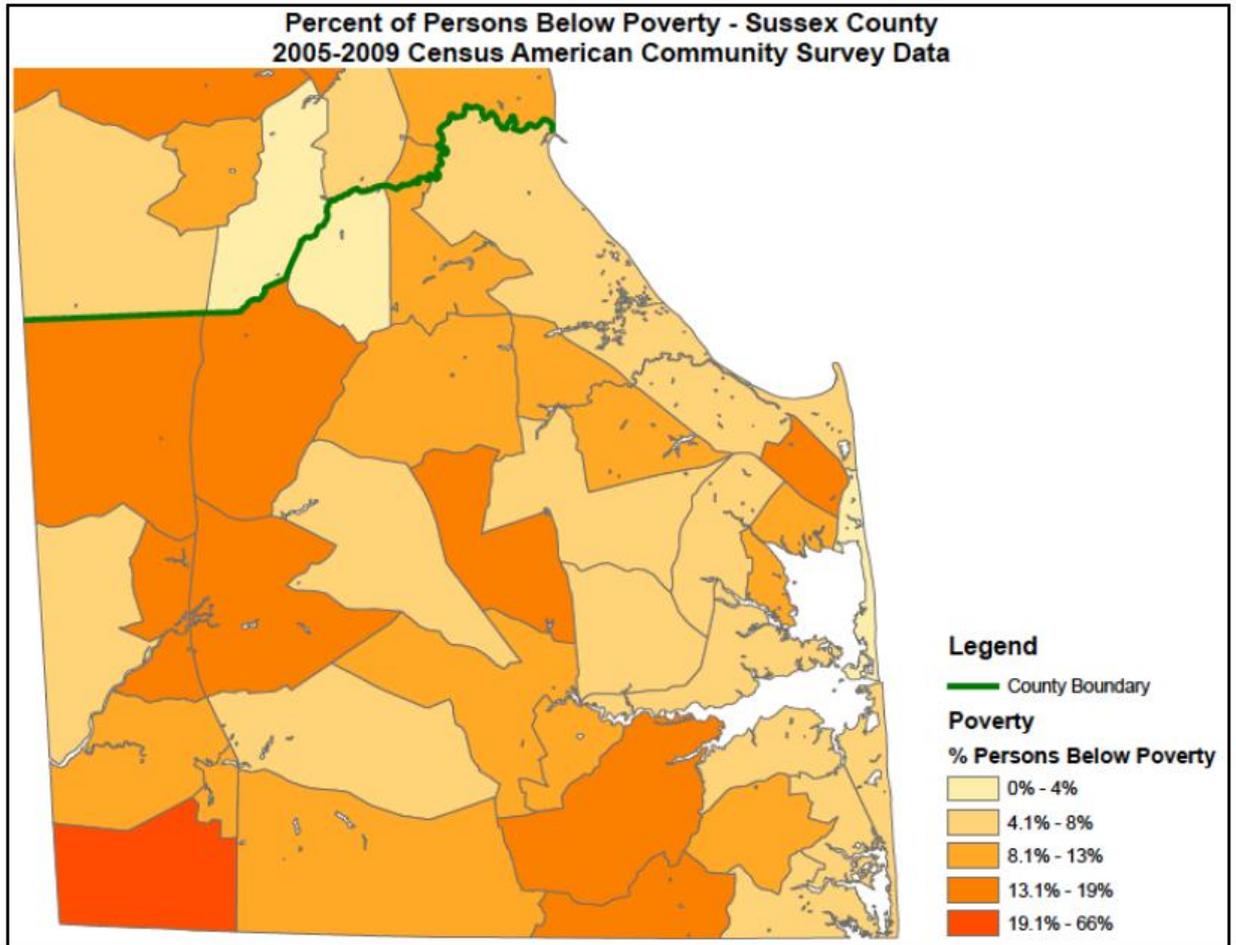
- 16 Domestic violence
- 17 Having less than a high school education

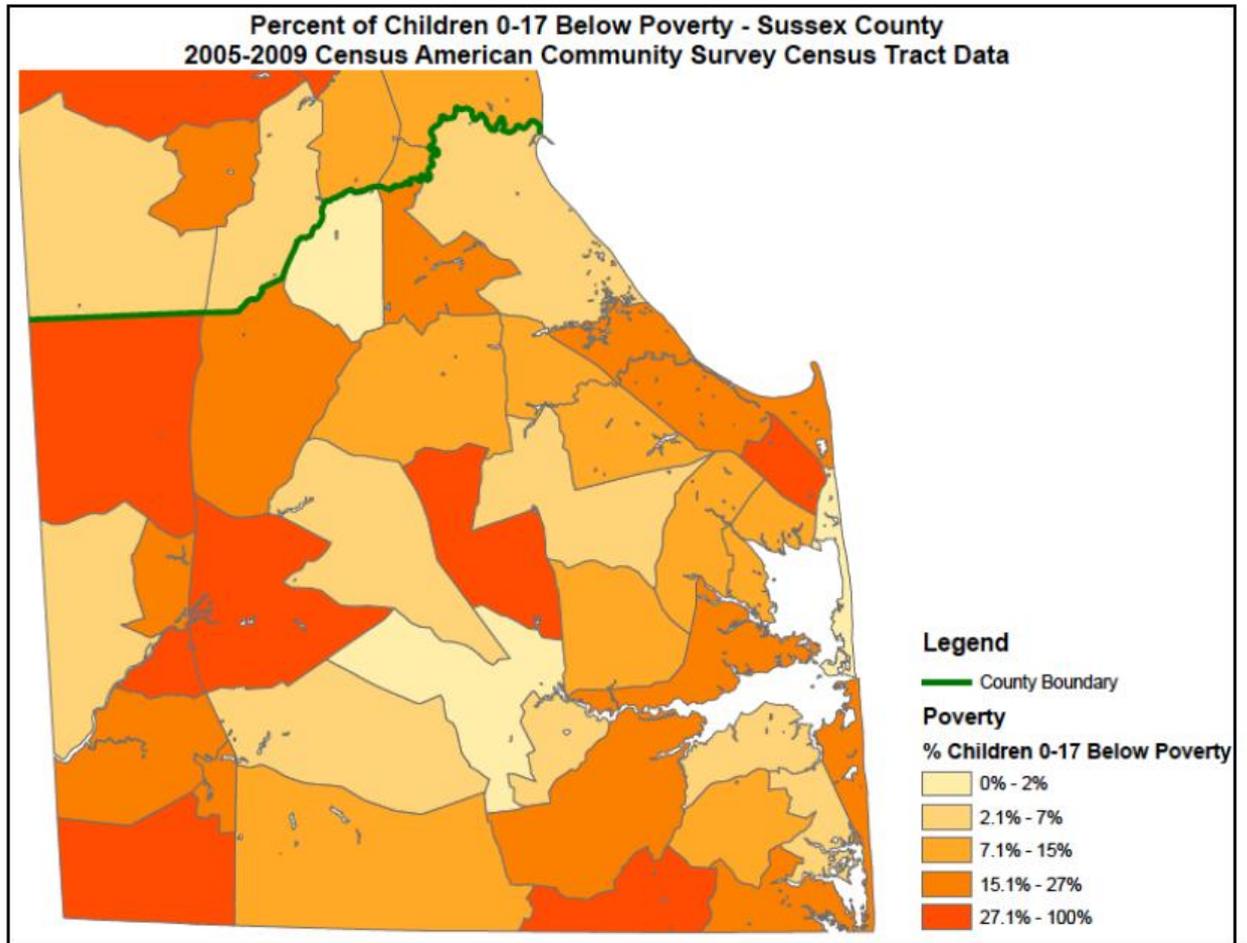
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Based on the community engagement forum feedback, residents of Eastern Sussex were concerned with unemployment, cost of living, proper housing and access to education and health services. Given the relative small population size in Kent and Sussex Counties, only one community engagement forum was held. The concerns of residents highlight the economic insecurity in communities that rely on agricultural and food processing (namely poultry) industries. The geographic isolation and lack of public transportation makes access to services (health and social) a challenge. In order to effect

changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at enhancing access to care and the built environment.

The maps on the following page display the percent of persons below poverty and the percent of children below poverty by census tract in Sussex County. A portion of Zone 15 and all of Zones 17 and 18 are located in Sussex County.





To see the full report, go to

<http://dhss.delaware.gov/dhss/dph/chca/files/acamchupdatejune2011.pdf>

CONTRACT
Insert Title and RFP#

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on **insert end date**, 20__, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and **Vendor Name**, hereafter referred to as

WHEREAS, DDOE desires to obtain certain services to **insert description of services**; and

WHEREAS, VENDOR NAME desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and VENDOR NAME 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 VENDOR NAME agree as follows:

1. Services.

1.1 VENDOR NAME 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 __; and (c) VENDOR NAME's response to the request for proposals, attached hereto as Appendix __. 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 VENDOR NAME 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 VENDOR NAME, 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 VENDOR NAME for any aspect of its

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

1.4 VENDOR NAME will not be required to make changes to its scope of work that result in VENDOR NAME'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 _____, 20____.

2.2 DDOE will pay VENDOR NAME 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____.

2.3 DDOE's obligation to pay VENDOR NAME for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$ _____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by VENDOR NAME and it shall be VENDOR NAME'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 VENDOR NAME.

2.4 VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME, VENDOR ADDRESS.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by VENDOR NAME. If an Appendix specifically provides for expense reimbursement, VENDOR NAME shall be reimbursed only for reasonable expenses incurred by VENDOR NAME 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 VENDOR NAME all damages, costs and expenses caused by VENDOR NAME's negligence, resulting from or arising out of errors or omissions in VENDOR NAME's work products, which have not been previously paid to VENDOR NAME.

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR NAME.

3.1 VENDOR NAME shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR NAME, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, VENDOR NAME shall follow practices consistent with generally accepted professional and technical standards. VENDOR NAME 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, VENDOR NAME shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. VENDOR NAME shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR NAME's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the VENDOR NAME to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. VENDOR NAME will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR NAME 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 VENDOR NAME shall not in any way relieve VENDOR NAME of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of VENDOR

NAME's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and VENDOR NAME shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR NAME's performance or failure to perform under this Agreement.

3.4 VENDOR NAME shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by VENDOR NAME'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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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, VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME is unsuitable to DDOE for good cause, VENDOR NAME shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

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

3.7 VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME 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 A.

5. State Responsibilities.

5.1 In connection with VENDOR NAME'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 VENDOR NAME in the performance of services under this Agreement and will be available for consultation with VENDOR NAME at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME. It is understood that DDOE's representatives' review comments do not relieve VENDOR NAME 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 VENDOR NAME 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.

VENDOR NAME shall return any original data provided by DDOE.

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

5.7 VENDOR NAME 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 VENDOR NAME's name, either express or implied, in any of its advertising or sales materials. VENDOR NAME reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR NAME 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. VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME retains title, whether individually by VENDOR NAME 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 VENDOR NAME be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR NAME shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by VENDOR NAME prior to the effective date of this Agreement (“Preexisting Information”) shall remain the exclusive property of VENDOR NAME 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 VENDOR NAME warrants that its services will be performed in a good and workmanlike manner. VENDOR NAME agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

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

9. Indemnification; Limitation of Liability.

9.1 VENDOR NAME shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys’ fees) directly arising out of (A) the negligence or other wrongful conduct of the VENDOR NAME, its agents or employees, or (B) VENDOR NAME’s breach of any material provision of this Agreement not cured after due notice and

opportunity to cure, provided as to (A) or (B) that (i) VENDOR NAME shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) VENDOR NAME 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 VENDOR NAME in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR NAME will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. VENDOR NAME 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 VENDOR NAME; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by VENDOR NAME; (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 VENDOR NAME's opinion is likely to be, held to be infringing, VENDOR NAME 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 VENDOR NAME's entire liability with respect to infringement.

9.3 DDOE agrees that VENDOR NAME' 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 VENDOR NAME negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to VENDOR NAME.

In no event shall VENDOR NAME 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 VENDOR NAME has been advised of the likelihood of such damages.

10. Employees.

10.1 VENDOR NAME has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR NAME 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 VENDOR NAME who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, VENDOR NAME 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. VENDOR NAME 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 VENDOR NAME acknowledges that VENDOR NAME and any subcontractors, agents or employees employed by VENDOR NAME 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 VENDOR NAME shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, VENDOR NAME 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 VENDOR NAME under this Agreement for such period of time as DDOE, at its sole discretion, may

prescribe by providing written notice to VENDOR NAME at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay VENDOR NAME its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. VENDOR NAME shall not perform further work under this Agreement after the effective date of suspension. VENDOR NAME 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 VENDOR NAME for any cause other than the error or omission of the VENDOR NAME, for an aggregate period in excess of 30 days, VENDOR NAME shall be entitled to an equitable adjustment of the compensation payable to VENDOR NAME under this Agreement to reimburse VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to VENDOR NAME at the time of termination may be adjusted to the extent of any additional

costs occasioned to DDOE by reason of VENDOR NAME'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 VENDOR NAME shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of VENDOR NAME assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of VENDOR NAME to fulfill contractual obligations it is determined that VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME, 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 VENDOR NAME or any agent or representative of VENDOR NAME 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 VENDOR NAME it could pursue in the event of a breach of this Agreement by VENDOR NAME.

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 VENDOR NAME 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 VENDOR NAME, without prior written approval of DDOE.

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

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

15.5 The compensation due shall not be affected by DDOE's approval of the VENDOR NAME'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.

VENDOR NAME 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 VENDOR NAME with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

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

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

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

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of

that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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

20.5 VENDOR NAME acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. VENDOR NAME 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 VENDOR NAME in breach of the Agreement, terminate the Agreement, and designate VENDOR NAME as non-responsible.

20.6 VENDOR NAME 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 VENDOR NAME 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 VENDOR NAME's performance and records pertaining to this Agreement at the VENDOR NAME business office during normal business hours.

21. Insurance.

21.1 VENDOR NAME 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. VENDOR NAME 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, VENDOR NAME 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. VENDOR NAME 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: (Contractor Name and Address)

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:

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

(Name of Contractor)	Delaware Department of Education	
_____	_____	
(Official of Contractor) Project Manager	Karen Field Rogers Associate Secretary, Financial Reform & Resource Management	
_____	_____	_____
Date	Date	Initial Finance Director
_____	_____	
(Official of Contractor) Principal Investigator	Kelly Hunter, Director, Early Development and Learning Resources	
_____	_____	_____
Date	Date	

Appendix A
DDOE Early Development and Learning Resources
PAT Work Plan Format

Section I: Purpose (narrative statement- one or two paragraphs)

Section II: Strategies

Must include but is not limited to the strategies and timeline to be employed to implement the identified goals and objectives related to guiding principles and success indicators:

- Strategy 1: Outreach and Enrollment
- Strategy 2: Transition and Program Management
- Strategy 3: Project Staff and Supervision
- Strategy 4: Evaluation

Section III: Effective Date

Use this language, inserting the effective date:

“The effective date of this contract is MONTH, Date, and Year.”

Section IV: Narrative Summary of What You Are Proposing to Do and Accomplish

Section V: Implementation Plan

For each objective, indicate the strategy(s) to which the objective is aligned. Complete a separate table for each of your objectives. Provide a detailed plan that specifically relates to the two components and the research questions to be answered along with the development of information to inform the various stakeholders for this evaluation.

Strategy: (List the strategy to which the objective is aligned)			
Objective: A measurable outcome (What you will accomplish)			
Deliverables: Specific activities and strategies to meet the objective (What you will do)	Staff/ Staff: Lead staff, staff from partner organizations. Note who is responsible for the deliverables.	Timeline: Date for completing the work (When deliverables will be met)	Intended Results: Evidence that shows progress to meet the objective (How you know you will be successful)

Appendix B Budget Preparation Guidelines

I. Introduction

Following are instructions for completing the required budget worksheet and budget narrative. These guidelines are provided to assist in the development of the overall contract budget and the detailed budget narrative, which links the requested funding with specific elements of the proposed project. Please prepare a separate budget for each year, i.e. remainder of 2014; 2015 and 2016. Provide budget details showing costs for each component, and within those, for the research questions.

II. Budget Worksheets

The budget worksheet template is an Excel workbook consisting of four tabs:

- Personnel & Fringe Detail
- Budget Details
- Budget Summary
- SAMPLE Personnel & Fringe Detail

A. Personnel & Fringe Detail Tab

The “Personnel & Fringe Detail” tab collects specific details for each position covered by the contract. To complete this worksheet the following fields are required for each position:

- **Position** – Enter the Title of the position, and if known, the name of the staff member occupying the position.
- **Base Annual Salary** – Enter the position’s base annual salary.
- **% of Time on Project** – Enter the percentage of time budgeted for this project.
- **Monthly Salary Cost** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B & C.
- **# of Months** – Enter the total months of salary budgeted for this project.
- **Total Salaries** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B-E.
- **Fringe Rate** – Enter the percentage used to calculate the fringe benefit costs.
- **Monthly Fringe Cost** - Do not enter data in this field; the total will automatically calculate based on data entered in columns B-G.
- **Total Fringe** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B-G.
- **Total Salaries & Fringe** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B-G.

B. Budget Details Tab

The “Budget Details” tab collects the projected monthly expenses included in the contract. Best judgment should be used when projecting anticipated expenses.

- **Header Details**
 - **Contractor Name** – Enter the legal name of your organization.
 - **Project/Contract Name** – Enter the Project/Contract's Name here. The name should reflect the purpose of the contract.
 - **Contract Period** – Enter the start and end dates of the contract. (Example: July 1, 2014 – June 30, 2015)
- **Personnel**
 - **Salaries** – Do not enter data in these fields; the monthly costs and total costs will automatically calculate based on data entered on the “Personnel & Fringe Detail” tab.
 - **Fringe Benefits** – Do not enter data in these fields; the monthly costs and total costs will automatically calculate based on data entered on the “Personnel & Fringe Detail” tab.
- **Travel**
 - For each of the subcategories, enter the following:
 - **Monthly Costs** – Enter the projected monthly costs in column B
 - **# of Months** – Enter the total months of travel budgeted for this project in column C.
 - **Total Contract Cost** – Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
 - If no amount is being requested for a particular line, you may leave it blank.
 - If amounts are requested for “Other Travel” you must provide additional details in the budget narrative justifying the requested amount.
- **Program/Operating**
 - For each of the subcategories, enter the following:
 - **Monthly Costs** – Enter the projected monthly costs in column B
 - **# of Months** – Enter the total months of travel budgeted for this project in column C.
 - **Total Contract Cost** – Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
 - If no amount is being requested for a particular line, you may leave it blank.
 - If amounts are requested for “Other Program/Operating” you must provide additional details in the budget narrative justifying the requested amount.
- **Equipment**
 - For each of the subcategories, enter the following:

- **Monthly Costs** – Enter the projected monthly costs in column B
- **# of Months** – Enter the total months of travel budgeted for this project in column C.
- **Total Contract Cost** – Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
 - If no amount is being requested for a particular line, you may leave it blank.
 - If amounts are requested for “Other Equipment” you must provide additional details in the budget narrative justifying the requested amount.

C. Budget Summary Tab

The “Budget Summary” tab summarizes the data entered on the “Personnel & Fringe Detail” tab and the “Budget Details” tab to provide a high-level view of the funding categories and requested amounts. No data entry is required on this tab.

D. SAMPLE Personnel & Fringe Detail Tab

The “SAMPLE Personnel & Fringe Detail” tab provides a completed sample worksheet for your reference.

III. Budget Narrative

The budget narrative is where detailed information is provided in a narrative format for each line item. Listed within each category is a description of the information required. The narrative should clearly link the requested funding with the specific elements of the project proposal.

A. Personnel

In addition to the information required on the “Personnel & Fringe Detail” tab, include a detailed description of the activities and the percentage of time each position will be allocated to the project.

Examples:

- **Project Director (100%)**
The Project Director is responsible for planning, organizing and directing the implementation and operations of this project. Specific responsibilities include directing staff, orientation, training, counseling, evaluation and discipline in accordance with organization standards. Directs the implementation and operations, distributes work, directs and personally handles public relations, estimates costs of programs, develops the budget, oversees and negotiates contracts with subcontractors, monitors and assesses project performance and performs other related duties. The Project Director directly supervises the Program Manager, two Researchers, and one Administrative Assistant.
- **Administrative Assistant (50%)**

The Administrative Assistant (AA) will support the Project Director and other project staff. The AA is responsible for scheduling project meetings, preparing meeting materials, and scheduling training sessions.

- **Part-time Field Agent (100%)**

The Part-time Field Agent is responsible for interviewing clients, collecting data and preparing summary reports to be submitted to the Program Manager on a weekly basis.

Please note that the description of responsibilities should be directly related to specific program objectives.

If Fringe Benefits are included in the budget request, please indicate what benefits are provided and how the fringe rate is calculated. If different rates are used for different individuals, please provide an explanation. If the fringe benefit rate exceeds 35%, please provide a complete list of the benefits and percentages for each that are included in the budget.

B. Travel

Provide a narrative justification describing the travel staff members will perform. When possible, list destination locations, number of trips planned, who will be making the trip and approximate dates (if known). If mileage is to be paid, provide the number of miles and cost per mile.

Examples:

- The Project Director will be required to travel to a national conference in Washington, D.C. in December 20XX. Cost estimates for this trip were determined based on the factors known at the time of this submission:
 - Transportation – Amtrak – \$156 round trip (estimate based on currently published fares)
 - Lodging - \$750 for 3 night stay (estimate based on currently published hotel rates and GSA allowances)
 - Meals & Incidentals - \$245 for 4 days of travel (estimate based on current GSA allowances)
- The PT Field Agent will be required to travel to clients' homes. We estimate this will require 100 miles of reimbursable travel each month. $100 \text{ miles/mo} \times 12 \text{ months} \times \$0.55/\text{mile} = \$660.00$.

For any amounts budgeted under the “Other Travel” subcategory, please provide detailed information describing how these funds will be used and how the amounts were calculated.

C. Program/Operating

Provide a narrative justification describing the amounts requested in each subcategory. The projected expenditures should be listed separately along with a description of how the estimates for each were determined.

Examples:

- Cell Phones – We will provide cell phones to the Project Director and Program Manager. We estimate this will cost a total of \$60/month for both lines resulting in a total cost of \$720 over the course of the contract.
- Meeting Expenses – We will host 4 planning meetings per year. This will require renting a meeting room (\$150/meeting), renting audiovisual equipment (\$50/meeting), and producing handout materials (\$50/meeting). Total cost of one meeting is estimated to be \$250 for a total cost of \$1,000 over the course of the contract.
- Office Supplies – General office supplies (pens, pencils, paper, tape, etc.) will be required to support the ongoing project activities. We estimate the costs to be \$50/month for a total cost of \$600 over the course of the contract.
- Professional Development – Staff will attend at least one professional development event each year. Based on past costs, we estimate registration fees will average \$250/event. There will be four staff attending each year resulting in a total cost of \$1,000 over the course of the contract.

For any amounts budgeted under the “Other Program/Operating” subcategory, please provide detailed information describing how these funds will be used and how the amounts were calculated.

D. Equipment

Provide a narrative justification describing the amounts requested in each subcategory. The projected expenditures should be listed separately along with a description of how the estimates for each were determined.

Examples:

- Computers – We will need to purchase a laptop for the Field Agent which has been estimated to cost \$1,200. The laptop will enable the Field Agent to enter relevant data directly into the tracking software while completing fieldwork. Without a laptop, Field Agent would have to manually record data on paper and then transfer the data to the computer once in the office, which creates extra work, more room for errors, and increases the potential of lost/missing records.
- Printers/Copiers/Faxes – We will need to purchase a mobile printer for the Field Agent which has been estimated to cost \$350. The mobile printer will allow the Field Agent to print summary reports which can be provided to the clients on the spot. This will eliminate the need to mail a hard copy of the reports at a later time.

For any amounts budgeted under the “Other Equipment” subcategory, please provide detailed information describing how these funds will be used and how the amounts were calculated.

IV. Glossary

Budget narrative

Budget worksheets
Contract period
Equipment**
Personnel**
Program/Operating**
Travel**

**includes subcategories

Budget narrative

The budget narrative is where detailed information is provided in a narrative format for each line item identified on the budget worksheets. It includes an explanation of how budgeted figures were derived.

Budget worksheets

The budget worksheets consist of an Excel workbook with four tabs: “Personnel & Fringe Detail,” “Budget Details,” “Budget Summary,” and “SAMPLE Personnel & Fringe Detail.” These worksheets are where the requested budget amounts are provided.

Contract period

The start and end dates of the contract.

Equipment

Tangible, non-expendable property having a useful life of more than one year. Equipment may be purchased or leased and must be directly related to the project.

**The Equipment sub-categories are as follows:

- **Computers**
Includes desktop or laptop computers, tablets, and other handheld computing devices.
- **Printers/Copiers/Faxes**
Includes desktop and network printers, copiers, multi-function copiers, and fax machines.
- **Other Equipment**
Any other office equipment that is non-expendable and has a useful life of more than one year and does not fall under one of the other subcategories listed above.

Personnel

This category includes the salaries and fringe benefits associated with the personnel required to perform the project. Costs identified under Personnel are only for project staff employed by the contractor.

**The Personnel sub-categories are as follows:

- **Salaries**
Annual salary costs attributable to staff working directly on, or in support of, the project.

- **Fringe Benefits**
Include all federal, state and local taxes as well as health insurance, and other benefits provided to employees.

Program/Operating

This category includes non-personnel project-related costs.

**The Program/Operating sub-categories are as follows:

- **Advertising/Marketing**
Costs associated with increasing awareness and impact. Includes costs such as developing and printing brochures, newsletters, press kits, broadcast content and policy briefs. Also includes developing web content and social media strategies.
- **Cell Phone(s)**
Cell phones provided to project staff. Includes initial cost of equipment (if any) and any ongoing monthly service plans.
- **Food**
Costs associated with providing meals/refreshments at meetings, training events, conferences, community forums. (**This is separate from meal expenses associated with Travel.)
- **Internet Service**
Fees associated with obtaining internet service (i.e., dial up, cable, DSL, etc.). Includes rental costs of any equipment (i.e., modem) and ongoing monthly service plans.
- **Office Space**
Space costs required as a result of the project. Includes the prorated costs of the occupied space or the actual costs of the additional space requirements.
- **Office Supplies**
Includes general office supplies (pens, pencils, paper, tape, file folders, binders, etc.) used by staff members to carry out daily activities of the program.
- **Postage/Freight**
Postage or express delivery (UPS, FedEx) costs for mailing materials/correspondence associated with the project.
- **Printing/Copy Services**
Printing/copying of miscellaneous documents (i.e., annual reports, general correspondence, manuals, etc.). (Do not include printing costs associated with “Advertising/Marketing” activities.)
- **Professional Development**
Fees associated with attending professional development activities such as training and conferences. This would include registration fees, but would not include any travel expenses. Travel expenses associated with Professional Development should be included in the Travel budget.
- **Professional Services**
Fees or honoraria paid to individuals for a specific service provided based on an agreed per diem rate or on a fixed price. Some examples are consultants, technical assistance, speaking engagements, or service on an advisory committee or board.

- **Software**
Cost of commercially available software or customized software packages required in the administration of the project.
- **Telephone Services**
Cost of local and long-distance telephone services.
- **Training Supplies**
Cost of supplies or materials purchased to conduct training.
- **Other Program/Operating**
Any other program or operating cost that does not fall under one of the other subcategories listed above.

Travel

This category includes travel by project staff directly related to the project. Includes costs such as travel to meetings, travel to perform interviews or surveys, travel to professional development activities and/or conferences.

**The Travel sub-categories are as follows:

- **Lodging**
Cost of hotel/motel/inn including base rate and applicable taxes and fees.
- **Meals**
Cost of meals including taxes and tips.
- **Mileage**
Cost of mileage for using personal vehicle for business purposes.
- **Transportation**
Cost of other means of transportation including air, rail, subway, taxis, shuttles, and rental cars.
- **Other Travel**
Any other travel cost that does not fall under one of the other subcategories list above.

Vendor			
Project Name			
Contract Start / End Dates			
	Monthly Costs	# of Months	Total Contract Cost
I. PERSONNEL			
Salaries	\$ -		\$ -
Fringe Benefits	\$ -		\$ -
TOTAL PERSONNEL	\$ -		\$ -
II. TRAVEL			
Lodging	\$ -	0	\$ -
Meals	\$ -	0	\$ -
Mileage	\$ -	0	\$ -
Transportation	\$ -	0	\$ -
Other Travel**	\$ -	0	\$ -
TOTAL TRAVEL	\$ -		\$ -
III. PROGRAM/OPERATING			
Advertising/Marketing	\$ -	0	\$ -
Cell Phone(s)	\$ -	0	\$ -
Food	\$ -	0	\$ -
Internet Service	\$ -	0	\$ -
Meeting Expenses	\$ -	0	\$ -
Office Space	\$ -	0	\$ -
Office Supplies	\$ -	0	\$ -
Postage/Freight	\$ -	0	\$ -
Printing/Copy Services	\$ -	0	\$ -
Professional Development	\$ -	0	\$ -
Professional Services	\$ -	0	\$ -
Software	\$ -	0	\$ -
Telephone Services	\$ -	0	\$ -
Training Supplies	\$ -	0	\$ -
Other Program/Operating**	\$ -	0	\$ -
TOTAL PROGRAM/OPERATING	\$ -		\$ -
IV. EQUIPMENT			
Computers	\$ -	0	\$ -
Printers/Copiers/Faxes	\$ -	0	\$ -
Other Equipment**	\$ -	0	\$ -
TOTAL EQUIPMENT	\$ -		\$ -
TOTAL BUDGET	\$ -		\$ -
**Additional information is required in the budget narrative.			

Appendix C Program and Financial Reporting

Program Report: A monthly narrative report is required along with the Monthly Monitoring Template, Appendix D, due on the 10th of the month for the previous month. Using the Work Plan outlined in Appendix A, and specifically the Implementation Plan, provide an update of progress, with an explanation of and plan to address any areas that are not on track.

In addition, provide a narrative responding to these questions.

1. What are your greatest points of progress to date?
2. What are the challenges you are experiencing? What are the strategies you are implementing to overcome these challenges?
3. What do you need to support your work from the Early Development and Learning Resources?
4. Please provide a concrete case story that is appropriate for us to use in communicating about the work you are doing and its impact to date.

Financial Report and Payment: Financial report is due on the 10th of the month for the previous month.

Payment is rendered based on submission of both the program and financial report and satisfactory progress on implementation.

Submit the program and financial report electronically to:

- Carmen Gallagher, Education Associate, at carmen.gallagher@doe.k12.de.us

Month Year

Category	Current Expenses	Previously Billed Expenses	Total Expenses	Approved Contract Budget	Remaining Budget
I. PERSONNEL					
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PERSONNEL	\$ -	\$ -	\$ -	\$ -	\$ -
II. TRAVEL					
Lodging	\$ -	\$ -	\$ -	\$ -	\$ -
Meals	\$ -	\$ -	\$ -	\$ -	\$ -
Mileage	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -
Other Travel**	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL TRAVEL	\$ -	\$ -	\$ -	\$ -	\$ -
III. PROGRAM/OPERATING					
Advertising/Marketing	\$ -	\$ -	\$ -	\$ -	\$ -
Cell Phone(s)	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ -	\$ -	\$ -	\$ -	\$ -
Internet Service	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Office Space	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Postage/Freight	\$ -	\$ -	\$ -	\$ -	\$ -
Printing/Copy Services	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Development	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Services	\$ -	\$ -	\$ -	\$ -	\$ -
Training Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Program/Operating**	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM/OPERATING	\$ -	\$ -	\$ -	\$ -	\$ -
IV. EQUIPMENT					
Computers	\$ -	\$ -	\$ -	\$ -	\$ -
Printers/Copiers/Faxes	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment**	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET	\$ -	\$ -	\$ -	\$ -	\$ -

DDOE PAT Monthly Reporting Template
for Program Reporting

This monthly report is required, due on the 10th of the month for the previous month.

State of Delaware Visit Compliance

	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												
# VISITS COMPLETED BY MONTH												
# COMBINED VISITS TOWARD GOAL												

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 D
Contract Assurances
DDOE Early Development and Learning Resources

I. Use of Funds

a. Fiscal Control

The Contractor shall establish and maintain fiscal control in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor must expend and account for funds in accordance with State laws and procedures and provide fiscal control and accounting procedures sufficient to permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used for allowable costs. The Contractor must be able to provide sufficient evidence that all costs incurred are necessary and reasonable.

b. Fund Accounting

The Contractor shall establish and maintain fund accounting procedures in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor will not commingle funds with other funds under control of the Contractor, even if such other funds are used for similar purposes.

c. Laws and Regulations

Programs and projects funded in total or in part through this contract will operate in compliance with all applicable State laws and regulations.

d. Programmatic Changes

The Contractor must receive prior written approval from DDOE Early Development and Learning Resources before implementing any programmatic changes with respect to the purposes for which the contract was awarded.

e. Supplantation

Funds made available under this contract must be used to supplement, not supplant, any Federal, State, or local funds that, in the absence of the funds awarded under this contract, would be available for increasing access to and improving the quality of Early Learning and Development Programs. The Contractor certifies that any funds to be used under this Contract do not replace or supplant Federal, State of Delaware, or local funds for already-existing services. The Contractor warrants that any costs incurred pursuant to this Contract will not be allocable to or included as a cost of any other program in the current, a prior, or a subsequent period.

f. Construction/Renovation

The Contractor is prohibited from spending funds from award of this contract on construction, major renovations, or minor remodeling.

g. Health Services

The Contractor is prohibited from spending funds on the direct delivery of health services.

h. Conferences and Meetings

The Contractor may only use funds for conferences and meetings that are integral to the execution of the Contractor's goals and work plan. Funds cannot be used to pay for alcoholic beverages or entertainment, which includes costs for amusement, diversion and social activities.

Costs for food for meetings and conferences must be necessary to accomplish a legitimate business purpose.

II. Reporting Requirements

a. Program Reports

The Contractor shall submit narrative reports based on the approved Implementation Plan which provide an update of progress, and where applicable, an explanation and next steps for areas that are not on track. The Contractor may be asked to provide additional reports if such updates are needed to satisfy DDOE reporting requirements.

b. Financial Reports

The Contractor shall submit monthly financial reports that support the amounts billed on monthly invoices. The Contractor may be asked to provide additional reports or data as needed to satisfy DDOE reporting requirements or other immediate needs as determined by the DDOE Early Development and Learning Resources. See Appendix C for additional information.

Records & Audits

c. Maintenance

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately document the provision of reimbursed services for purposes of programmatic or financial audit. The Contractor must maintain its financial and program records and agrees to preserve and, upon request, make available to DDOE Early Development and Learning Resources such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for five years or one (1) year following the termination of such litigation (whichever is later).

d. Availability for Audits and Program Review

The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State of Delaware representative in the performance of his/her duties under this Contract. The Contractor agrees that an on-site program review, including, but not limited to, review of financial records including all related backup documentation, service records, service policy, and procedural issuances may be conducted at any reasonable time, with or without notice, by DDOE Early Development and Learning Resources when it is concerned with or about the services performed hereunder. Failure by the Contractor to accord DDOE Early Development and Learning Resources reasonable and timely access for on or off-site fiscal or program review or to necessary records for financial, programmatic, or organizational audit may, at DDOE Early Development and Learning Resources discretion, be deemed a material breach of this Contract and good cause for immediate termination of the this Contract, and DDOE Early Development and Learning Resources shall not be liable for any services provided after the date of such termination.

e. Costs Owning

The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to DDOE Early Development and Learning Resources for disallowances shall be drawn from the Contractor's own resources and not charged to the Contract costs or cost pools indirectly charging Contract costs.

f. Contract Termination

The Contractor shall maintain program records for a period of five (5) years from the date services were rendered by the Contractor and shall make these records available on request by DDOE, notwithstanding any termination of this Contract.

III. Other Compliance Requirements

a. Conflicts of Interest

The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."

b. Anti-Discrimination

i. Equal Employment Opportunity Practices

The Contractor agrees to comply with all the terms, provisions, and requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the U.S. Department of Labor regulations and any other applicable Federal, state, local, or other equal employment opportunity act, law, statute, regulation and policy, along with all amendments and revisions of these laws, in the performance of this Contract.

ii. Non-Discrimination Provisions and Requirements

The Contractor agrees to comply with all the terms, requirements, and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other applicable Federal, state, local or other anti-discriminatory act, law, statute, regulation, or policy, along with all amendments and revisions of these laws, in the performance of this Contract, and will not discriminate against any applicant, employee, or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any other unlawful discriminatory basis or criteria.

c. Privacy Laws

The Contractor must comply with the requirements of all applicable Federal, State, and local privacy laws, including the requirements of the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability Accountability Act (HIPAA), and the privacy requirements in the Individuals with Disabilities Education Act (IDEA), and their applicable regulations.

IV. Cooperation with DDOE Early Development and Learning Resources

a. Overall

The Contractor agrees to cooperate with DDOE Early Development and Learning Resources.

b. Meetings and Communication

The Contractor agrees to timely participation in regular and periodic meetings, conferences, phone calls, etc. organized by DDOE Early Development and Learning Resources to in support of monitoring and accountability, program development and implementation, and quality improvement. The Contractor agrees to be responsive to requests for additional written information beyond the reports required through this contract as part of the commitment to further the overall purpose of the contract.

c. Branding

The Contractor agrees to use branding materials and guidelines as provided by DDOE Early Development and Learning Resources in its identification and promotion of the work supported through this contract.

Attachment C: DDOE Early Development and Learning Resources Form

Applicant Name: _____

Applicant Project Manager:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Certifications by Authorized Institutional Official:

Initials

The Applicant certifies that he/she has read DDOE Early Development and Learning Resources' contract boilerplate and, if awarded, the organization agrees to execute a contract using language contained in the boilerplate without further modification.

Initials

The Applicant certifies that he/she has read DDOE Early Development and Learning Resources' contract Appendix A, B, C, and D and agrees to the terms and conditions contained therein.

The Applicant certifies that to the best of his/her knowledge the information in this proposal is correct, that the filing of this application is duly authorized by the governing body of the organization or institution, and that the applicant will comply with the terms, conditions, and assurances contained in the contract and appendices, if awarded.

Typed or Printed Name of Authorized Official

Title

Signature of Authorized Official

Date



Parents as Teachers™

Home Visit Rating Scales-Adapted and Extended (HOVRS-A+)

An Observation Tool for Practitioners and Supervisors

The *Home Visit Rating Scales-Adapted & Extended (HOVRS-A+)* measure is designed for practitioners and supervisors seeking a high level of excellence in home visiting practices in programs aiming to help parents to support the early development of their infants and young children.

The measure includes seven rating scales:

Scales on Home Visit Process Quality

- > Home Visitor Responsiveness to Family
- > Home Visitor-Family Relationship
- > Home Visitor Facilitation of Parent-Child Interaction
- > Home Visitor Non-Intrusiveness/Collaboration with Family

Scales on Home Visit Effectiveness Quality

- > Parent-Child Interaction During Home Visit
- > Parent Engagement During Home Visit
- > Child Engagement During Home Visit

As an extension of HOVRS-A (Roggman et al., 2010), which was an adaptation of the original HOVRS (Roggman et al., 2008) measure, HOVRS-A+ has the improved ease of use of HOVRS-A along with the full range of rating scores of the original HOVRS. All versions of HOVRS emphasize a developmental parenting support approach that respects each family's strengths and culture.

Adapted with permission from:
 Roggman, L. A., Cook, G. A., Jump Norman, V. K., Christiansen, K., Boyce, L. K., & Innocenti, M. S. (2008). Home Visit Rating Scales. In L. A. Roggman, L. K. Boyce, & M. S. Innocenti, *Developmental parenting: A guide for early childhood practitioners* (pp. 206-217). Baltimore, MD: Paul H. Brookes.
 Roggman, L. A., Cook, G. A., & Jump Norman, V. K., Christiansen, K., Boyce, L. K., Innocenti, M. S., Alkens, N., Boller, K., Paulsell, D., & Hallgren, K. (2010). *Home Visit Rating Scales Version A (HOVRS-A)*. Unpublished measure.

Notes:

The HOVRS measures were developed with input from practitioners and supervisors in home visiting programs and rate aspects of home visiting quality that are supported by the research literature on various home visiting programs. HOVRS measures have been used to provide feedback to practitioners and supervisors for program improvement.

Description of the HOVRS-A+ scales

Scale 1 – Home Visitor Responsiveness to Family

This scale assesses the extent to which the home visitor is:

1. Prepared for the home visit.
2. Attempts to get needed information from the parent.
3. Observes and responds to the parent and child during the home visit.
4. Elicits input on the content and activities of the home visit from the parent.



A high rating on Scale 1 suggests that the home visitor is frequently engaging in responsive behaviors during the home visit.

Scale 2 – Home Visitor-Family Relationship

This scale examines the nature of the relationship between the home visitor and the family, as observed during the home visit. It focuses on:

- 1. Warmth between the home visitor and parent.
- 2. Parent comfort with the home visitor.
- 3. Positive interactions of the home visitor with the child and other members of the family.
- 4. The home visitor’s respect and understanding of the family as a whole.

A high rating on this scale suggests that the home visitor and family are frequently engaging in warm, positive behaviors during the home visit.

Scale 3 – Home Visitor Facilitation of Parent-Child Interaction

This scale assesses the effectiveness of the home visitor at facilitating and promoting positive parent-child interactions during the home visit. It reflects how much the home visitor:

- 1. Encourages the parent’s leadership when guiding parent-child interactions.
- 2. Involves and responds to both the parent and the child during interactions.
- 3. Uses materials available in the home for promoting parent-child interactions.

A high rating on this scale suggests that the home visitor is frequently engaging in facilitative behaviors during the home visit.

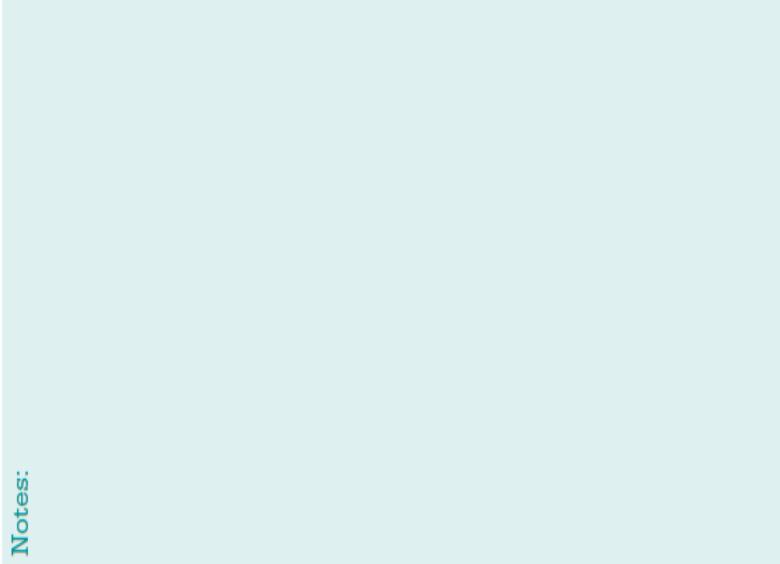
Scale 4 – Home Visitor Non-Intrusiveness/ Collaboration With Family

This scale focuses on the lack of intrusiveness by the home visitor on parent behavior and parent-child interactions during the visit. It assesses:

- 1. Home visitor control.
- 2. Home visitor flexibility and responsiveness.

A high rating on this scale suggests that the home visitor rarely engages in intrusive behaviors during the home visit and that he uses effective strategies to collaborate with the parent. A high rating on this scale means the home visitor is non-intrusive in a manner that promotes collaboration with the parent as a partner in supporting the child’s development.

Notes:



Adapted with permission from: Roggman, L. A., Cook, G. A., Jump Norman, V. K., Christiansen, K., Boyce, L. K., & Innocenti, M. S. (2008). Home Visit Rating Scales. In L. A. Roggman, L. K. Boyce, & M. S. Innocenti, *Developmental parenting: A guide for early childhood practitioners* (pp. 209-217). Baltimore, MD: Paul H. Brookes. Roggman, L. A., Cook, G. A., & Jump Norman, V. K., Christiansen, K., Boyce, L. K., Innocenti, M. S., Atkins, N., Boller, K., Paulsell, D., & Hallgren, K. (2010). *Home Visit Rating Scales Version A (HOVRS-A)*. Unpublished measure.



Scale 5 – Parent-Child Interaction During Home Visit

This scale examines the nature of the parent-child relationship, as observed during the home visit. It assesses:

1. Parent-child warmth and physical closeness.
2. Parent attentiveness to the child.
3. Parent responsiveness to the child
4. Parent-child joint attention.

A high rating on this scale suggests that the parent and child are frequently engaging in warm, positive behaviors during the home visit.

Scale 6 – Parent Engagement During Home Visit

This scale examines the engagement of the parent and the activities of the home visit. It focuses on:

1. Parent interest.
2. Parent involvement and initiative.
3. The parent's physical closeness to the home visitor and child.

A high rating on this scale suggests that the parent is frequently displaying behaviors that indicate interest and engagement in the home visit activities and discussions.

Scale 7 – Child Engagement During Home Visit

This scale focuses on the child's engagement in the activities of the home visit. It focuses on:

1. Child involvement.
2. Child interest.

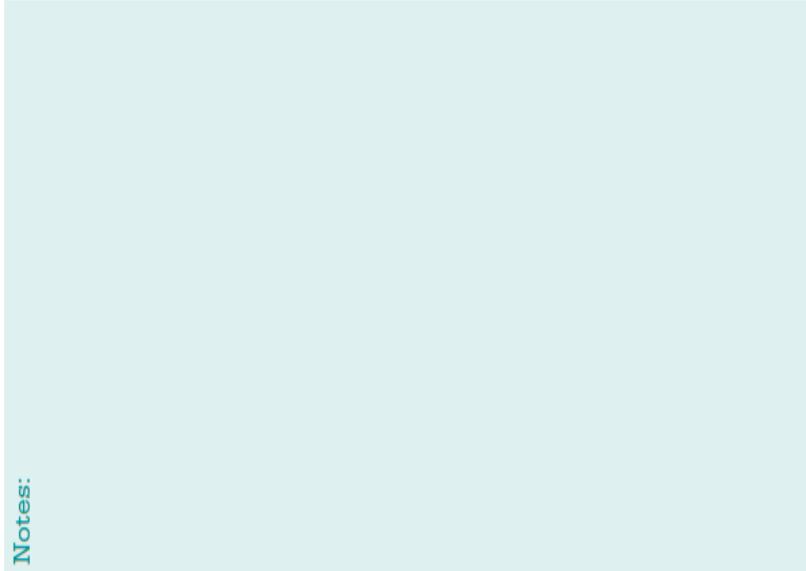
A high rating on this scale suggests that the child is frequently displaying behaviors that indicate engagement and interest in the home visit.

Psychometric properties

High HOVRS scores reflect high-quality home visits, and predictive validity is demonstrated by significant correlations with positive outcomes for parents and children in a sample of families from two Early Head Start programs. The new HOVRS-A+ scales have been used reliably, with interrater agreement within one point for all scales across 10 observed home visits and scales showing good internal consistency (see the following) based on a sample of 83 home visits from various programs.

HOVRS-A+ scales (7 scales, *alpha* = .88).

Notes:



Adapted with permission from: Roggman, L. A., Cook, G. A., Jump Norman, V. K., Christiansen, K., Boyce, L. K., & Innocenti, M. S. (2008). Home Visit Rating Scales. In L. A. Roggman, L. K. Boyce, & M. S. Innocenti. *Developmental parenting: A guide for early childhood practitioners* (pp. 209-217). Baltimore, MD: Paul H. Brookes.



Scales of Home Visit Process Quality (4 scales, alpha = .84):

- > Home Visitor Responsiveness to Family (6 items, alpha = .69)
- > Home Visitor Relationship With Family (8 items, alpha = .83)
- > Home Visitor Facilitation of Parent-Child Interaction (6 items, alpha = .86)
- > Home Visitor Non-Intrusiveness and Collaboration (5 items, alpha = .69)

Scales of Home Visit Effectiveness (3 scales, alpha = .74):

- > Parent-Child Interaction During Home Visit (7 items, alpha = .90)
- > Parent Engagement During Home Visit (6 items, alpha = .83)
- > Child Engagement During Home Visit (4 items, alpha = .91)

Instructions for use

Like HOVRS-A, each scale on HOVRS-A+ lists indicators of different levels of quality for a particular home visit process. For each row of scale indicators, check at least one item. Check the item that comes closest to describing the observation even if it is not an exact match.

Observing either live or from video, the observer checks one indicator item in each

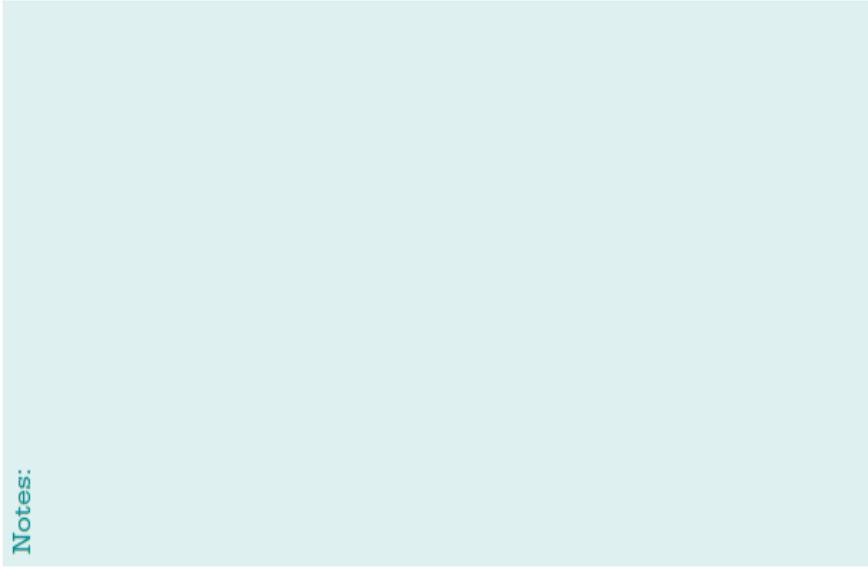
row that best matches what is observed. Because the duration of a home visit observation may range from 15 to 90 minutes, it is helpful to check whatever is observed, even at a low level. Then if an indicator of higher quality makes the previous item inaccurate, simply cross out the previously checked item. For example, after observing the home visitor "Occasionally gets more information by asking open-ended or follow-up questions," the observer should check that item, but if the home visitor continues to get more information in that way, this item should be crossed out and the higher-quality item checked, "Frequently gets more information by asking open-ended or follow-up questions."

If the child is sleeping for over 75 percent of the visit, mark N/A ("not applicable") on any item related to interactions or observations involving child.

Scoring

At the end of the observation, the observer decides on an overall rating, from 1 to 7, based on the pattern of items checked. For example, if most checked items are in the "Good" column, then the rating would most likely be a 5. If, however, items in the "Adequate" column also are checked (and not crossed out), the overall rating would

Notes:



Adapted with permission from: Roggman, L. A., Cook, G. A., Jump Norman, V. K., Christiansen, K., Boyce, L. K., & Innocenti, M. S. (2008). Home Visit Rating Scales. In L. A. Roggman, L. K. Boyce, & M. S. Innocenti. *Developmental parenting: A guide for early childhood practitioners* (pp. 202-217). Baltimore, MD: Paul H. Brookes. Roggman, L. A., Cook, G. A., & Jump Norman, V. K., Christiansen, K., Boyce, L. K., Innocenti, M. S., Atkens, N., Boller, K., Paulsill, D., & Hallgren, K. (2010). *Home Visit Rating Scales Version A (HOVRS-A)*. Unpublished measure.



most likely be a 4. If some items are in the 7 column, some in the 5 column, and 1 in another column, the rating would most likely be a 6.

Items in the 1 column carry more weight. Multiple items in the 1 column should result in an overall low rating no higher than 2. Do not use items marked N/A to decide the overall rating.

Ratings from the first 4 scales may be summed to provide an index of Process Quality. Ratings from the last three scales may be summed to provide an index of Effectiveness Quality.

Notes:

Large empty light blue box for notes.

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Scale 1 – Home Visitor Responsiveness to Family

Home Visitor Responsiveness to Family						
Inadequate 1	2	Adequate 3	4	Good 5	6	Excellent 7
Home visitor:						
<input type="checkbox"/> 1.1 Does not plan well for the visit. <input type="checkbox"/> 2.1 Does not have necessary materials for the visit.		<input type="checkbox"/> 1.3 Has a plan for the visit but does not ask for parent input for next visit. <input type="checkbox"/> 2.3 Is prepared for activities of the home visit (e.g., has necessary materials).		<input type="checkbox"/> 1.5 Asks parents about activities to bring to future home visit(s). <input type="checkbox"/> 2.5 Brings or does activities selected by parents.		<input type="checkbox"/> 1.7 Plans next visit with parent, and helps parent decide on activities, materials, & who will provide them. <input type="checkbox"/> 2.7 Emphasizes parent-selected activities and organizes home visit around them.
<input type="checkbox"/> 3.1 Rarely asks questions to get more information.		<input type="checkbox"/> 3.3 Occasionally gets more information by asking open-ended or follow-up questions.		<input type="checkbox"/> 3.5 Frequently gets more information by asking open-ended or follow-up questions.		<input type="checkbox"/> 3.7 Gets information from open-ended or follow-up questions and uses the information to increase effectiveness of home visit.
<input type="checkbox"/> 4.1 Is not attentive to what parent and child are doing. <input type="checkbox"/> 5.1 Persists with activity that does not meet parent's or child's interests or needs.		<input type="checkbox"/> 4.3 Observes parent and child but does not always respond or react to what parent and child are doing when necessary. <input type="checkbox"/> 5.3 Occasionally follows parent and child lead in activities.		<input type="checkbox"/> 4.5 Observes and reacts to parent and child by making comments, providing information, or suggesting activities. <input type="checkbox"/> 5.5 Frequently follows parent and child lead in activities, changing pace or activities to meet family interests or needs.		<input type="checkbox"/> 4.7 Observes, reacts, and provides reflective feedback, ideas, and developmental information about parent-child interactions and child's development. <input type="checkbox"/> 5.7 Follows parent and child lead in activities, and acknowledges parent or child interests or needs.
<input type="checkbox"/> 6.1 Directs agenda and activities of home visit or does not set or follow an agenda.		<input type="checkbox"/> 6.3 Allows some input from parent on agenda and activities of home visit.		<input type="checkbox"/> 6.5 Sets agenda and activities for home visit after getting input from family.		<input type="checkbox"/> 6.7 Follows parent-suggested agenda and activities and provides additional related information to supplement activities

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Scale 2 – Home Visitor-Family Relationship

Home Visitor-Family Relationship						
Inadequate 1	2	3	4	Good 5	6	Excellent 7
Home visitor:						
<input type="checkbox"/> 1.1 Rarely interact sociably with each other. <input type="checkbox"/> 2.1 Seem critical, condescending, tense, or detached with each other. <input type="checkbox"/> 3.1 Do not appear to enjoy visit.		<input type="checkbox"/> 1.3 Occasionally interact sociably with each other. <input type="checkbox"/> 2.3 Interact with little to no tension but are not overly warm with each other. <input type="checkbox"/> 3.3 Occasionally appear to enjoy home visit (positive emotions & statements).		<input type="checkbox"/> 1.5 Are relaxed and obviously enjoy interacting <input type="checkbox"/> 2.5 Are warm and respectful of each other <input type="checkbox"/> 3.5 Obviously enjoy home visit (positive emotions & statements).		<input type="checkbox"/> 1.7 Are at ease, enjoy interacting, and readily discuss child's development and parenting. <input type="checkbox"/> 2.7 Show warmth, respect, and appreciation to each other. <input type="checkbox"/> 3.7 Consistently enjoy the visit and show understanding, humor or familiarity
<input type="checkbox"/> 4.1 Parent appears uncomfortable or uninterested in answering questions or speaking with home visitor.		<input type="checkbox"/> 4.3 Parent answers questions but does not elaborate or initiate discussion.		<input type="checkbox"/> 4.5 Parent shares information, problems, or concerns openly with home visitor.		<input type="checkbox"/> 4.7 Parent shares information and initiates discussions on problems or concerns.
<input type="checkbox"/> 5.1 Home visitor ignores family members other than parent and child. <input type="checkbox"/> N/A-No other family members present		<input type="checkbox"/> 5.3 Home visitor interacts with family members other than parent and child but does not involve them in activities. <input type="checkbox"/> N/A-No other family members present		<input type="checkbox"/> 5.5 Home visitor attempts to involve everyone in the room in activities. <input type="checkbox"/> N/A-No other family members present		<input type="checkbox"/> 5.7 Home visitor involves everyone in the room in activities and with each other. <input type="checkbox"/> N/A-No other family members present
<input type="checkbox"/> 6.1 Home visitor does not interact sociably with child. <input type="checkbox"/> 7.1 Home visitor shows little to no familiarity with family		<input type="checkbox"/> 6.3 Home visitor occasionally interacts sociably with child. <input type="checkbox"/> 7.3 Home visitor shows some familiarity with family but does not ask questions beyond those dictated by home visit.		<input type="checkbox"/> 6.5 Home visitor frequently interacts sociably with child. <input type="checkbox"/> 7.5 Home visitor is interested in what is happening with the family as evident by familiarity with the family as well as by asking relevant questions.		<input type="checkbox"/> 6.7 Home visitor frequently interacts sociably with child and initiates joint interactions with child and parent. <input type="checkbox"/> 7.7 Home visitor asks relevant questions and asks how family situations affect child.
<input type="checkbox"/> 8.1 Home visitor does not show respect or acceptance of family system. <input type="checkbox"/> 9.1 Home visitor brings up issues in an insensitive or disrespectful manner.		<input type="checkbox"/> 8.3 Home visitor appears to be accepting of the family system. <input type="checkbox"/> 9.3 Home visitor tries to bring up issues in a sensitive or respectful manner but not always effectively.		<input type="checkbox"/> 8.5 Home visitor shows respect and acceptance of the family system <input type="checkbox"/> 9.5 Home visitor brings up issues in a sensitive or respectful manner		<input type="checkbox"/> 8.7 Home visitor shows respect, acceptance, and talks about family's strengths. <input type="checkbox"/> 9.7 Home visitor brings up issues respectfully and asks questions to help parent reflect on parenting.

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Scale 3 – Home Visitor Facilitation of Parent-Child Interaction

		Home Visitor-Family Relationship							
		1	2	3	4	5	6	7	
		Inadequate				Good		Excellent	
Home visitor:									
<input type="checkbox"/> 1.1	Rarely interact sociably with each other.	<input type="checkbox"/> 1.3	Tries to facilitate interactions, even if not always effectively.	<input type="checkbox"/> 1.5	Frequently facilitates parent-child interactions.	<input type="checkbox"/> 1.7	Frequently facilitates parent-child interactions and supports interactions as needed without interrupting.	<input type="checkbox"/> 1.7	Frequently facilitates parent-child interactions and supports interactions as needed without interrupting.
<input type="checkbox"/> 2.1	Rarely addresses or directs parent's interaction with child, telling parent what to do.	<input type="checkbox"/> 2.3	Supports parent's interactions with child, by commenting on observed parent-child interactions.	<input type="checkbox"/> 2.5	Encourages parent's interaction with child, by discussing how observed interactions support child's development.	<input type="checkbox"/> 2.7	Promotes parent-child interaction by describing, linking to this child's development, and expanding to other ways and places to do something similar.	<input type="checkbox"/> 2.7	Promotes parent-child interaction by describing, linking to this child's development, and expanding to other ways and places to do something similar.
<input type="checkbox"/> 3.1	Interacts with either parent or child but not both.	<input type="checkbox"/> 3.3	Interacts with both parent & child but occasionally directs attention to only parent or child when there are opportunities to interact with both.	<input type="checkbox"/> 3.5	Frequently interacts with both parent & child, excluding neither.	<input type="checkbox"/> 3.7	Frequently interacts with both parent & child and helps sustain engagement of child with parent.	<input type="checkbox"/> 3.7	Frequently interacts with both parent & child and helps sustain engagement of child with parent.
<input type="checkbox"/> 4.1	Rarely helps parent respond to child's cues for interaction.	<input type="checkbox"/> 4.3	Observes parent-child interactions & occasionally comments on child's cues or gives feedback to parent for interaction, but misses some opportunities.	<input type="checkbox"/> 4.5	Observes parent-child interaction and consistently provides appropriate comments on child's cues, suggestions, feedback, & questions to parent to promote parent-child interactions, rarely missing opportunities.	<input type="checkbox"/> 4.7	Uses comments, suggestions, promote responsive parent-child interaction and expresses child's response by "speaking for child."	<input type="checkbox"/> 4.7	Uses comments, suggestions, promote responsive parent-child interaction and expresses child's response by "speaking for child."
<input type="checkbox"/> 5.1	Does not provide encouragement or reinforcement for positive interactions between parent and child.	<input type="checkbox"/> 5.3	Occasionally provides encouragement or reinforcement for positive interactions between parent and child.	<input type="checkbox"/> 5.5	Frequently provides encouragement or reinforcement for positive interactions between parent and child.	<input type="checkbox"/> 5.7	Encourages or reinforces and prompts positive parent-child interactions.	<input type="checkbox"/> 5.7	Encourages or reinforces and prompts positive parent-child interactions.
<input type="checkbox"/> 6.1	Does not bring or use materials or activities to promote parent-child interaction.	<input type="checkbox"/> 6.3	Brings materials or activities to the home to promote parent-child interactions.	<input type="checkbox"/> 6.5	Uses materials already in the home and/or family routines to promote parent-child interaction.	<input type="checkbox"/> 6.7	Uses home's materials and routines and guides parents to identify new uses for household materials to support child's development.	<input type="checkbox"/> 6.7	Uses home's materials and routines and guides parents to identify new uses for household materials to support child's development.

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Scale 4 – Home Visitor Non-Intrusiveness/Collaboration with Family

		Home Visitor-Family Relationship						
		1	2	3	4	5	6	7
		Inadequate				Good		Excellent
Home visitor:								
<input type="checkbox"/> 1.1	Often tells parent what to do or rarely make suggestions for what parent could do.	<input type="checkbox"/> 1.3	Makes suggestions for what parent could do, but not excessively.	<input type="checkbox"/> 1.5	Seeks and responds to parent ideas & interests for interactions.	<input type="checkbox"/> 1.7	Seeks and responds to parent interests for interactions and encourages those interactions during home visit.	
<input type="checkbox"/> 2.1	Takes over activities or fails to provide guidance for parent-child interaction.	<input type="checkbox"/> 2.3	Occasionally guides aspects of parent-child interaction (e.g., provides reinforcement to child).	<input type="checkbox"/> 2.5	Sits back when parent-child interaction is ongoing and allows parent to control/direct interaction.	<input type="checkbox"/> 2.7	Sits back when parent-child interaction is ongoing and actively observes, as evident from later reflective comments.	
<input type="checkbox"/> 3.1	Plays with or teaches child herself or fails to hand toys or other materials to parent and child.	<input type="checkbox"/> 3.3	Occasionally hands toys or other materials to child instead of parent.	<input type="checkbox"/> 3.5	Frequently hands toys and other materials for child to parent instead of to child.	<input type="checkbox"/> 3.7	Consistently hands toys or other materials for child to parent and asks how parent wants to use materials.	
<input type="checkbox"/> 4.1	Persists with activity too hard for or not of interest to parent or child or fails to respond to parent & child cues by changing pace or activities.	<input type="checkbox"/> 4.3	Occasionally responds to parent &/or child cues (e.g., lack of interest, difficulty with task) by changing pace or activities.	<input type="checkbox"/> 4.5	Frequently responds to parent &/or child cues (e.g., lack of interest, difficulty with task) by changing pace or activities when needed.	<input type="checkbox"/> 4.7	Adapts pace or activities to parent &/or child cues and asks parent questions to help parent adapt or enrich interaction or activities with child.	
<input type="checkbox"/> 5.1	Is directive and frequently intrudes on or interrupts the parent-child interaction.	<input type="checkbox"/> 5.3	Occasionally intrudes on or interrupts the parent-child interaction.	<input type="checkbox"/> 5.5	Rarely intrudes on or interrupts the parent-child interaction.	<input type="checkbox"/> 5.7	Does not intrude on or interrupt parent-child interactions.	

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Scale 5 – Parent-Child Interaction During Home Visit

		Home Visitor Responsiveness to Family			
		2	4	6	7
		Inadequate 1	Adequate 3	Good 5	Excellent 7
Home visitor:					
<input type="checkbox"/> 1.1 Interaction that is minimal, negative, or nonresponsive.	<input type="checkbox"/> 1.3 Interact with some warmth (e.g., positive expressions or tone, smiling).	<input type="checkbox"/> 1.5 Interact with a great deal of warmth (e.g., positive expressions or tone, smiling).	<input type="checkbox"/> 1.7 Interact with warmth and show appreciation to each other.		
<input type="checkbox"/> 2.1 Have little to no positive physical contact.	<input type="checkbox"/> 2.3 Occasionally make positive physical contact, but touch may more often be instrumental (i.e., with purpose of accomplishing something like moving child, wiping child's nose, etc.)	<input type="checkbox"/> 2.5 Frequently make positive physical contact.	<input type="checkbox"/> 2.7 Make positive physical contact during home visit activities and contact is helpful or affectionate without being intrusive.		
<input type="checkbox"/> 3.1 Are positioned away from each other during activities.	<input type="checkbox"/> 3.3 Are occasionally in close physical proximity during activities.	<input type="checkbox"/> 3.5 Frequently remain in close physical proximity during activities.	<input type="checkbox"/> 3.7 Remain in close physical proximity during activities and readily engage in positive interactions during activities.		
<input type="checkbox"/> 4.1 Parent is rarely attentive to what child is doing.	<input type="checkbox"/> 4.3 Parent tries to attend to what child is doing but occasionally does not.	<input type="checkbox"/> 4.5 Parent frequently attends to what child is doing.	<input type="checkbox"/> 4.7 Parent consistently attends to what child is doing and sometimes describes child's behavior.		
<input type="checkbox"/> 5.1 Parent is not responsive or responds negatively to child's behavior, vocalizations, or emotional expressions during the home visit.	<input type="checkbox"/> 5.3 Parent occasionally responds positively to child's behavior, vocalizations, or emotional expressions during home visit.	<input type="checkbox"/> 5.5 Parent frequently responds positively to child's behavior, vocalizations, or emotional expressions during visit.	<input type="checkbox"/> 5.7 Parent typically responds positively to child's behavior, vocalizations, or expressions and encourages or supports child's learning and development.		
<input type="checkbox"/> 6.1 Parent persists in activities that child is not interested in or when child is looking at or reaching for other things.	<input type="checkbox"/> 6.3 Parent occasionally changes pace or activity to meet child's interest or needs (based on where child looks, what child reaches for, emotions child expresses).	<input type="checkbox"/> 6.5 Parent frequently changes pace or activity to meet child's interest or need (based on where child looks, what child reaches for, emotions child expresses).	<input type="checkbox"/> 6.7 Parent adapts activities to child's interest or need and shows enthusiasm about what child is doing.		
<input type="checkbox"/> 7.1 Are rarely engaged in activities together during the home visit.	<input type="checkbox"/> 7.3 Are engaged in activities together on and off during the home visit.	<input type="checkbox"/> 7.5 Are frequently engaged in activities together during the home visit.	<input type="checkbox"/> 7.7 Are engaged together in all the parent-child home visit activities and consistently enjoy the interactions.		

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Scale 6 – Parent-Child Interaction During Home Visit

		Home Visitor Responsiveness to Family							
		1	2	3	4	5	6	7	
		Inadequate	Adequate	Good	Excellent				
Home visitor:									
<input type="checkbox"/> 1.1	Does not indicate interest in material or activities.		<input type="checkbox"/> 1.3	Indicates occasional interest in home visit material or activities.	<input type="checkbox"/> 1.5	Frequently appears interested in home visit activities or materials.		<input type="checkbox"/> 1.7	Is consistently interested in visit activities and materials and identifies other activities and materials to try with child.
<input type="checkbox"/> 2.1	Does not participate in home visit activities; is distracted or involved in another activity.	<input type="checkbox"/> 2.3	Occasionally participates in activities.	<input type="checkbox"/> 2.5	Is an active participant in activities.	<input type="checkbox"/> 2.7	Is an active participant and maintains focus on home visit topics and activities.	<input type="checkbox"/> 2.7	Is an active participant and maintains focus on home visit topics and activities.
<input type="checkbox"/> 3.1	Leaves the room.	<input type="checkbox"/> 3.3	When participating in activities, is more passive than active.	<input type="checkbox"/> 3.5	Engages in play and learning activities with child and/or home visitor whenever opportunity is available.	<input type="checkbox"/> 3.7	Actively engages in play and activities and shows enthusiasm about doing activities.	<input type="checkbox"/> 3.7	Actively engages in play and activities and shows enthusiasm about doing activities.
<input type="checkbox"/> 4.1	Does not initiate activities or conversations with child or home visitor; home visitor must prompt parent to engage in activities or interactions.	<input type="checkbox"/> 4.3	Occasionally initiates activities.	<input type="checkbox"/> 4.5	Frequently initiates activities.	<input type="checkbox"/> 4.7	Initiates activities and bases activities or conversations on child's interests or behavior.	<input type="checkbox"/> 4.7	Initiates activities and bases activities or conversations on child's interests or behavior.
<input type="checkbox"/> 5.1	Rarely asks or answers questions	<input type="checkbox"/> 5.3	Occasionally asks or answers questions but does not elaborate.	<input type="checkbox"/> 5.5	Frequently asks questions, initiates discussions, or provides information related to topic of discussion.	<input type="checkbox"/> 5.7	Initiates conversations and offers information and topics that are related to child's development or family well-being.	<input type="checkbox"/> 5.7	Initiates conversations and offers information and topics that are related to child's development or family well-being.
<input type="checkbox"/> 6.1	Positions self away from home visitor and child.	<input type="checkbox"/> 6.3	Is in proximity to home visitor and child during most of the home visit.	<input type="checkbox"/> 6.5	Remains in close proximity to child and home visitor throughout visit.	<input type="checkbox"/> 6.7	Is in close proximity to child and home visitor throughout visit and readily interacts with both.	<input type="checkbox"/> 6.7	Is in close proximity to child and home visitor throughout visit and readily interacts with both.

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Scale 7 – Child Engagement During Home Visit

		Home Visitor Responsiveness to Family				
		Adequate 3		Good 5		Excellent 7
		2	4	6		
Inadequate 1						
Home visitor:						
<input type="checkbox"/> 1.1 Does not participate in home visit activities. <input type="checkbox"/> 2.1 Cries when coaxed to participate in activities or interactions during home visit. <input type="checkbox"/> NA for infants under 12 months <input type="checkbox"/> 3.1 Does not interact with parent and/or home visitor.	<input type="checkbox"/> 1.3 Sometimes participates in home visit activities. <input type="checkbox"/> 2.3 Requires coaxing to participate in activities or interactions during home visit. <input type="checkbox"/> NA for infants under 12 months <input type="checkbox"/> 3.3 Sometimes interacts with the parent and/or home visitor (including through body language, gaze, gestures, or vocalizations).	<input type="checkbox"/> 1.5 Frequently participates in home visit activities. <input type="checkbox"/> 2.5 Tries to initiate activities or interactions during home visit. <input type="checkbox"/> NA for infants under 12 months <input type="checkbox"/> 3.5 Frequently interacts with the parent and/or home visitor (including through body language, gaze, gestures, or vocalizations).	<input type="checkbox"/> 1.7 Participates in all the child/parent-child home visit activities and actively engages with both materials and parent. <input type="checkbox"/> 2.7 Initiates activities or interactions and initiations are successful and appropriate. <input type="checkbox"/> NA for infants under 12 months <input type="checkbox"/> 3.7 Interacts with parent and home visitor and sustains positive interactions.	<input type="checkbox"/> 4.1 Does not appear interested in the home visit activities (for example, through gaze or body language). <input type="checkbox"/> 4.3 Indicates occasional interest in home visit activities (for example, through gaze or body language).	<input type="checkbox"/> 4.5 Frequently shows interest in home visit activities (for example, through gaze or body language). <input type="checkbox"/> 4.7 Consistently shows interest in child/parent-child home visit activities and shows enthusiasm when doing activities.	

Additional Comments and Considerations:

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