

# CONTRACT

## A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of Social Services (Division) and the University of Delaware, Delaware Institute for Excellence in Early Childhood (the Contractor).
2. The Contract shall commence on November 1, 2014 and terminate on October 31, 2015 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

## B) Administrative Requirements

1. Contractor 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 Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum limits as follows:

a) Comprehensive General Liability	\$1,000,000
and	
b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	
c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	
d) Product Liability	\$1,000,000/\$3,000,000

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Contract Purchase Order # TBD

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

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

c) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
d) Automotive Property Damage (to others)	\$ 25,000

Contractor shall be responsible for providing liability insurance for its personnel.

4. The policies required under Paragraph B 3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
5. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
6. Contractor 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 Contractor, its agents or employees, or
  - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
    - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and
    - ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or

damages that may be finally awarded against Delaware. Contractor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
  - b. Delaware's failure to use corrections or enhancements made available by Contractor;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
  - e. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either
    - i. Procure the right for Delaware to continue using it,
    - ii. Replace it with a non-infringing equivalent,
    - iii. Modify it to make it non-infringing.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and identified in Exhibit N/A and required by law to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware Law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
- a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court

has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, or local law, statute, regulation or applicable policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch. 58.
10. Contractor 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 Delaware or any other political subdivision of Delaware.
11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor 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.

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 Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor 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.

13. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

This Contract 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 Contract 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.

This Contract may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

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

If termination for default is effected by Delaware, Delaware will pay Contractor 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 Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractor's default.

- b. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

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

The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

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

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

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

14. Delaware may suspend performance by Contractor under this Contract for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay

Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Delaware to resume performance.

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

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

To the Division at:

Division of Social Services  
Herman Holloway Campus, Lewis Bldg.  
1901 N. Dupont Hwy.  
New Castle, DE 19720  
Attn: Barbara McCaffery  
[Barbara.mcaffery@state.de.us](mailto:Barbara.mcaffery@state.de.us)  
302-255-9611

To the Contractor at:

Research Office  
University of Delaware  
209 Hullihen Hall  
Newark, DE 19716  
Attn: Kate Slauch Sanford P.h.D.

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

If any term or provision of this Contract 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 Contract, 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.

16. This Contract shall not be altered, changed, modified or amended except by written consent of all parties to the Contract.
17. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work.

Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

18. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C – Payment Provisions

Appendix D- Contract Budget

This contract and its Appendices shall constitute the entire agreement between The Department and Contractor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract
- 2) DHSS Request for Proposal (RFP)# HSS-12-024
- 3) Vendor's Proposal in response to RFP # HSS- 12-024
- 4) Appendix A- Divisional Requirements
- 5) Appendix D- Contract Budget
- 6) Appendix B- Service Description (Scope of Services)

Contractor may not order any product requiring a purchase order prior to The Department'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 Contract 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.

19. This Contract shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in the State of Delaware.

This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.

20. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
21. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

22. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
23. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

Contractor 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 Delaware's rights to the materials, information, and documents developed in performing the project. Upon final payment, Delaware 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 Contractor retains title, whether individually by Contractor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, 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. If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

24. Contractor agrees that no identifying information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the contractor's obligations under this Contract and except for the release of non-identifying information for academic publication.
25. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a

waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.

26. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Accounting and Budget Manual*, and all procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$77,507.00 in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accord with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and absent such action this Contract 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.

Notwithstanding any other provisions of this Contract, this Contract shall terminate and the Department'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.

4. Delaware 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.
5. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.

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

6. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
7. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during

normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.

8. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

***“I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds.”***

Any certification related to information and documents produced to the Department shall be certified only by the Contractor’s Contract Manager.

9. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
10. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing

testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix N/A to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters for in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
  
3. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix N/A to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
  
- 4 . *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix N/A to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
  
5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

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

For the Contractor:

Original on File

Name

Professor

Title

7/22/14

Date

Original on File

7-28-14

Kate Sanford, Ph.D.  
Contract and Grant Specialist  
210 Hullahen Hall  
Newark, DE 19716  
Phone No. (302) 831-7274  
Fax No. (302) 831-2828  
[ksanford@udel.edu](mailto:ksanford@udel.edu)

For the Department:

Original on File

Rita M. Landgraf  
Secretary

Date

For the Division:

Original on File

Name, Director

8/18/14  
Date

## APPENDIX A

### DIVISIONAL REQUIREMENTS

1. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request for Proposal. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
2. The Contractor must maintain documentation to support all payment claims submitted to and paid by the Division. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this Contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
3. Contractors receiving Federal funds must comply with all the requirements of the federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local governments, and Non-profit Organizations. The Contractor's fiscal records and accounts, including those involving other programs which may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
4. The Contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
5. The contractor agrees to submit monthly, quarterly, and annual program performance reports and other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
6. The contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.

7. The contractor agrees, if applicable, to participate in Local Coordinating Team meetings that will enable personnel to perform more effectively on the project. A contractor who serves more than one county must designate a representative for each county in which they provide service. Failure to participate in the LCT meetings may result in termination of the contract.
8. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program/service.
9. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the Contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
10. The contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
11. Notice of any vacant staff positions included in the budget and paid for by Division funds, must be given to the Division if the position remains vacant for longer than ten (10) working days. The Division, at its discretion, can recoup the lost value associated with positions that remain vacant for longer than ten (10) working days.
12. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
13. The Contractor recognizes that the Division does not grant or sub-grant any of its federal funds to the Contractor. The relationship between the Contractor and the Division is solely a contractual relationship.
14. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.
15. Contracted staff who, as part of their contractual obligation, are required to access information from and/or enter information into the Division of Social Services various data bases such as the Delaware Client Information Systems (DCIS), shall be subject to a criminal background check when the contract begins or when the contract is renewed if the original contract began before this requirement. The vendor is responsible to replace any staff person who fails to pass the criminal background check based on the DSS assessment of the results.
16. The Division of Social Services will adhere to the applicable regulations of the Fair Credit Act (FCRA), 15 U.S.C. 1681-1681y and those promulgated after this notice was prescribed in 2004.

17. The Division will not pay for services performed after the contract expiration/termination date. In order to receive payment for services performed prior to close of business on the contract expiration/termination date, the Contractor must submit a payment request within ninety (90) calendar days of the contract expiration/termination date. Payment requests received in excess of ninety (90) calendar days of the contract expiration/termination date will be returned to the contractor without payment.
18. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites(e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.
19. The Contract is renewable, at the Division's discretion. The option to renew shall be exercisable solely and exclusively by the Division.

**Appendix B**  
DIECC  
Service Description FFY 2015  
Relative Care Training

**Program Goal:** To train Relative Care Providers in the theory and practice of Early Care and Education in order to meet certification requirements.

**Objectives:** The Delaware Institute for Excellence in Early Childhood (DIEEC) proposes to meet the goals and objectives through the following methodologies, detailed in the Scope of Work below. Note: throughout the Methodology and Scope of Work, Family Friend and Neighbor Providers, formerly referred to as Relative Care Providers, will be referred to as “FFN Provider.”

**Objective 1:** Deliver a total of 47 hours of training to each FFN Provider. Training will consist of 9 hours of child development, 9 hours of behavior of children, 9 hours of language, literacy, and school readiness, 13 hours of safety, nutrition, and health, and 7 hours of CPR and First Aid. DIEEC may submit recommendations for improvements to the curriculum. All training must be completed within 18 months of provider orientation.

**Method 1** – Review current curriculum and recommend revisions. (November 2014 and ongoing)

- DIEEC will review current curriculum for content, determine if it reflects current research and best practice.
- DIEEC will ensure the curriculum aligns with professional competencies and the Early Learning Foundations.
- DIEEC will recommend any topic or content changes to DHSS, along with a revision timeline.
- DIEEC will delineate materials needed to distribute to FFN Providers during trainings.

**Method 2** – Provide 47 hours of training in the following areas: Child development, behavior, language, literacy, school readiness, safety, health, nutrition, CPR, and First Aid (November 2014).

- DIEEC will plan 47 hours of offerings as a series, once in each county; schedule training sites; and assign Quality Assured Instructors.
- DIEEC will obtain a list of all FFN Providers and their contact information from DHSS.
- DIEEC will develop and mail a training schedule detailing each topic, date, time and location; along with instructions on the registration process.
- DIEEC staff will assist FFN Providers with registration online, over the phone, or via mail.
- DIEEC staff will contact all FFN Providers who have not completed the 47 hour series to ensure its completion within 18 months of enrolling as a FFN Provider.

- Instructors will deliver the professional development 47-hour series.
- Training will be offered to 60 FFN Providers per year, per county, for a total of 180 FFN Providers.

**Objective 2:** Deliver certificates of completion to providers who have finished all 47 hours of training.

**Method 1** – Deliver certificates upon completion of individual training (November 2014 and on-going).

- Develop Certificate of Completion template for Relative Care Program.
- Develop an Attendance List template for each training.
- Develop an Evaluation Form for each training to determine participant satisfaction, suggestions for improvement and follow-up topics, based on surveys used for early childhood professionals.
- Provide a completion certificate upon completion of Relative Care Program

**Method 2** – Enter data for each FFN Provider into the DIEEC Registry (November 2014 and on-going)

- Maintain DIEEC Registry of FFN Providers' demographics.
- Enter data into the DIEEC Registry to reflect each FFN Provider's attendance per training topic.
- Follow up with each FFN Provider who registers for classes but does not attend, register each for the next available offering.
- Enter evaluation data into the survey database.
- Follow up with Instructors based on FFN Provider feedback as needed.

**Objective 3:** Classes will be offered during the evening, held in each County a minimum of 3 times per year. Contractor will develop and mail schedule to Child Care Providers 1 month in advance.

**Method 1** – Schedule 47 hours of training three (3) times each year in each county (November 2014 and ongoing).

- Identify and secure evening training locations, using DIEEC permanent training sites in Georgetown, Dover, and Newark. Identify and assign a Quality Assured Instructor for each scheduled training.
- Identify and assign a qualified CPR and First Aid Instructor for each series of trainings in each county.
- Maintain a list of FFN Providers who need to attend training on Saturdays, offer Saturday options as required.

**Method 2** – Develop and mail schedule to child care providers (November 2014 and ongoing)

- Develop a training schedule delineating the offerings in each county.
- Obtain a current FFN Provider list from DHSS Purchase of Care Unit, to mail schedule to providers every cycle.
- Update all FFN Providers on upcoming trainings between mailings, via phone and email, if available.

- Reach out to FFN Providers who have not registered for classes following each mailing.

**Objective 4:** Contractor will maintain a list of active and inactive providers. Contractor will update the list each month and share with Purchase of Care Unit.

**Method 1** – Obtain initial list of FFN Providers from DHSS (November 2014)

- Upon receipt of the list of all FFN Providers, identify those who have completed the 47-hour training series; those who have completed some of the 47 hours; and those who have yet to complete any of the training hours.
- Maintain the FFN Provider list, reporting to DHSS, Purchase of Care Unit, as training series is complete.

**Method 2** – Maintain list of inactive FFN Providers (November 2014 and ongoing)

- Continuously monitor the list of providers for inactivity, contacting FFN Providers who are not registering for training.
- Report inactivity of FFN Providers to DHSS monthly.

**Objective 5:** Contractor will monitor list of providers in danger of not completing their training timely and notify Purchase of Care Unit.

**Method 1** – Maintain a list of FFN Providers and update monthly (November 2014 and ongoing)

- Using the initial list from DHSS, Purchase of Care Unit, review Registry data monthly.
- Contact each FFN Provider who has registered for trainings but has not attended.
- Contact each FFN Provider who has failed to register for training.

**Method 2** – Continuously monitor the list for providers in danger of not completing total 47 hours within 18 months (November 2014 and ongoing)

- Using the initial list from DHSS, Purchase of Care Unit, contact each FFN Provider who is within six months of their 18-month completion deadline.
- Monitor each FFN Provider monthly as they approach within six months of their 18-month completion deadline.
- Report any FFN Provider to DHSS, Purchase of Care Unit, who has not attended required training within three months of their 18-month completion deadline.

**Objective 6:** New Relative Care Providers will be signed up for training within 30 days of orientation.

**Method 1** – Develop system of on-going communication between DHSS, Purchase of Care Unit and DIEEC (November 2014 and ongoing)

- Upon Program award, develop a monthly communication system to share information efficiently.
- Attend quarterly meetings with the DHSS, Purchase of Care Unit contract manager and supervisor staff.
- Determine DHSS, Purchase of Care Unit staff to contact based on each FFN Provider's geographic location.

**Method 2** – Obtain monthly list of new FFN Providers (November 2014 and on-going)

- Enter names and contact information on each new FFN Provider each month.

- Enroll each new FFN Provider into the DIEEC Registry, scheduling their training series based on their location and preferred dates.
- Report any FFN Providers who fail to register for training to DHSS, Purchase of Care Unit.

**Objective 7:** Activity and safety kits will be provided to all participants upon completion of each module.

**Method 1** – Develop Relative Care Provider activity and health/safety kits (November 2014 and ongoing)

- Create activity kits based on appropriate developmental milestones and the Early Learning Foundations.
- Create health and safety kits based on Licensing Regulations, guidance from the Consumer Product Safety Commission, Nemours Health and Prevention Services staff input and state & local resources.
- Develop a list of website resources based on age and developmental stages. Health standards, safety standards and nutrition standards.

**Method 2** – Deliver appropriate kits to provider at the completion of each module (November 2014 and ongoing)

- Develop a distribution schedule for activity kits based on training completion dates.
- Develop a distribution schedule for health and safety kits based on training completion dates.
- Distribute Kits to FFN Providers in each county upon completion of appropriate professional development

**Objective 8:** To assist and support Relative Care Providers in obtaining their DelaCare License, should that be identified as a personal goal.

**Method 1** – Provide career advisement to FFN Providers as they approach training completion (November 2014 and on-going)

- Contact each FFN Provider within 6 hours of training completion.
- Provide information on early childhood positions recognized through the Office of Child Care Licensing.
- Provide information on qualifications as delineated by the Office of Child Care licensing; how FFN Providers can access the training/education needed; and any options for financial aid or scholarships available to obtain these qualifications.

**Method 2** – Assist Relative Care providers in obtaining DelaCare license (November 2014 and on-going)

- Maintain a list of the office of Child Care Licensing Orientation sessions.
- Distribute DelaCare Rules upon request.
- Provide technical assistance to FFN Providers upon request, including both business and curricular areas.

**Objective 9:** To assist and support Relative Care Providers in the process of participating in the Child and Adult Care Food Program (CACFP).

**Method 1** – Provide information on CACFP (November 2014 and on-going)

- Provide information on best practice in nutrition.
- Provide information on family-style feeding.
- Provide information on appropriate portion size.
- Link FFN Providers to regulations related to the Child and Adult Care Food Program (CACFP); review requirements and the benefits to participating in CACFP.

**Method 2** – Refer programs to CACFP vendors (November 2014 and on-going)

- Provide information on program sponsorship and qualifications for sponsorship.
- Provide a list of current CACFP sponsors, along with contact information for the state sponsor, Department of Education.
- Link FFN Providers to the required CACFP training, both initial and annual.

**Objective 10:** Submit a semiannual and year-end of year report containing number of people trained, no shows, and classes cancelled, as well as suggestions for improvements.

**Method 1** – Submit reports to DHSS (April 2014 and October 2014 annually)

- Report data to DHSS, Purchase of Care Unit, based on information in the DIEEC Registry. This includes participants' names, demographics, participant attendance and training offerings and classes cancelled due to low enrollment.
- Prepare a satisfaction survey report semi-annually, based on feedback from participants.
- Submit annual suggestions for Program improvement based on feedback from DIEEC staff, Instructors and FNN Providers.
- Report any unexpected problems to DHSS, Purchase of Care Unit staff as needed.

**Method 2** – Continuously monitor and report inactive Providers (November 2014 and ongoing)

- Monitor FFN Providers for attendance and/or lack of registration.
- Update list of inactive FFN Providers monthly.
- Provide support to inactive FFN Providers via phone and email.
- Identify any barriers to training attendance.

**Objective 11:** Participate in Quarterly meeting with Purchase of Care Monitors.

**Method 1** – Maintain a list of active and inactive FFN Providers (November, 2014 and ongoing)

- Obtain initial list of FFN Providers from DHSS, Purchase of Care Unit.
- Track and monitor each FFN Provider for attendance and registration activity.
- Prepare and distribute monthly reports for DHSS, Purchase of Care Unit.

**Method 2** – Meet with Purchase of Care Monitors quarterly (November 2014 and ongoing)

- Establish a set schedule of meetings with DHSS, Purchase of Care contract manager and county Purchase of Care Supervisors.
- Distribute reports and discuss inactive FFN Providers.
- Report successes and challenges in addition to data.