



CAPE HENLOPEN SCHOOL DISTRICT CONTRACT REQUIREMENT CHECKLIST

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1. District Contract with Number _____ Yes No
 2. Company Name _____
 3. Time Period of Contract: Start Date: _____ End Date: _____
 4. District Contact _____
 5. Amount of Contract _____
 6. Appendix A (District Requirements) may need the following:
 - a. Proof of Insurance (Copy of certificate provided) Waived Yes No
 - b. Business License (Copy provided, if no Vendor ID#) Waived Yes No
 - c. Professional License (Copy must be current) Waived Yes No
 - d. DE Vendor ID# _____
 7. Appendix B (Services Description) completed Yes No
 8. Appendix C (Contract Budget) completed Yes No
 9. PO Needed _____ Yes No
 10. Sources of Funding _____ Yes No
 11. Criminal Background Report (Copy provided to HR) Waived Yes No
 12. TB Testing Results (Copy provided to HR) Waived Yes No
 13. DE Child Protection Registry Form (Copy provided to HR) Waived Yes No
 14. Federal Debarment Proof (Attached) N/A Completed
 15. Signature of Contractor(s) Yes No
 16. District signatures
 - a. Mr. Fulton Yes No
 - b. Mr. Gumbs Yes No

Business Office will:

- Once contract is complete, items will be scanned and sent to all involved.
- Copy will be given to person needing to do PO.
- Scanned and placed in appropriate contract year folder on shared drive.
- Folder will be completed with copy of all paperwork and placed in contract drawer.
- PO will be completed and copy given to all involved (if done by Business Office).



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.

If the contractor is under the regulation of any State entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against the Contractor or vendor in a case in which the District was a party, the Contractor or vendor is excluded from other District 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 District.

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

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

9. 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 federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, marital status, sexual orientation, genetic information, or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Director of Finance (or designee), on an annual basis, if requested, information regarding



its client population served under this Contract by race, color, national origin or disability.

11. This Contract may be terminated in whole or part:
- a) by the District upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the District upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar day's written notice to the other Party, unless a longer period is specified in Appendix A.

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 District, become the property of the District.

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

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

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

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change



its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the District at:

Cape Henlopen School District
Attention: Mr. Oliver Gumbs, Director of Finance
1270 Kings Highway
Lewes, DE 19958

To the Contractor at:

13. 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.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the District. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the District is composed of these several pages and the attached:

Appendix A - District Requirements

Appendix B - Services Description

Appendix C - Contract Budget



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17. 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 District 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.
 18. 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 Cape Henlopen School District 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 written notice by the District to bring such antitrust action, Contractor shall be deemed to have assigned such action to the District.
 19. 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.
 20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the District or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
 21. The District shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the District, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the District. If the use of any services or deliverables



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

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed 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.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by its 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 Budget and Accounting Manual, and all policies and procedures of the Department of Finance have been met. The obligations of the District under this Contract are expressly limited to the amount of any approved Purchase Order. The District will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance 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.



The Contractor is responsible for costs incurred in excess of the total cost of this Contract and the District is not responsible for such costs, unless mutually agreed upon and approved in writing by the District.

3. 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 District is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the District and subject to such conditions and revisions as the District may deem necessary. No such approval by the District of any assignment shall be deemed to provide for the incurrence of any obligations of the District in addition to the total agreed upon price of the Contract.
5. The 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. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of its bid or proposal. The Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The District shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. The Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the District shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the District for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the District desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The District will develop a Contract Amendment authorizing said change.



The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. 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.”
2. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
3. The Contractor agrees to adhere to the requirements of District policy and procedures regarding conducting criminal background checks and Tuberculosis Testing requirements; and, the handling adverse findings. This policy and procedure are included as Appendix 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.
4. By signing this contract, any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors certify they are not currently debarred or suspended by another governmental entity. If placed on the debarment or suspension list, the vendor must immediately notify the Delaware Department of Education.



APPENDIX A - District Requirements

Criminal Background Checks: Valid for one year unless 45 of days of continuous employment

Requirement of Criminal Background Checks for Applicants at Cape Henlopen School District – Delaware Code, Title 31 – Welfare, 309

A background check for employees (includes Bus Monitors), substitutes, volunteers or contractors of child-serving entities and members of school boards shall consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) and the Federal Bureau of Investigation (FBI).

See Instructions for additional information and requirements.

Tuberculosis Testing Requirement: Valid for five years

805 The School Health Tuberculosis (TB) Control Program

Definitions “New School Enterer” means any child between the ages of one year and twenty-one (21) years entering or being admitted to a Delaware public school for the first time, including but not limited to, foreign exchange students, immigrants, students from other states and territories, and children entering from nonpublic schools. For purposes of this regulation, “new school enterer” shall also include any child who is re-enrolled in a Delaware public school following travel or residency of one month in a location or facility identified by the Delaware Division of Public Health as an area at risk for tuberculosis exposure.

“School Staff and Extended Services Personnel” means all persons hired as full or part time employees in a public school. This includes, but is not limited to teachers, administrators, substitutes, contract employees, bus drivers and student teachers whether compensated or not.

“Tuberculosis Risk Assessment” means a formal assessment by a healthcare professional to determine possible tuberculosis exposure through the use of a health history or questionnaire.

“Tuberculosis Test” means a Mantoux skin test, Quantiferon Gold blood test, or other test approved by the Delaware Division of Public Health.



APPENDIX A - District Requirements (continued)

Tuberculosis Testing Requirement continued: Valid for five years

"**Tuberculosis Test**" means a Mantoux skin test, Quantiferon Gold blood test, or other test approved by the Delaware Division of Public Health.

"**Verification**" means a documented evaluation of the individual's disease status.

"**Volunteers**" mean those persons who give their time to help others for no monetary reward and who share the same air space with public school students and staff on a regularly scheduled basis. 13 DE Reg. 1205 (03/01/10)

See Instructions for form to be completed by medical professional.

Child Protection Registry: Valid for seven years

Delaware child abuse and neglect checks must be requested through the Department of Services for Children, Youth and Their Families (DSCYF), Child Protection Registry Request Web Portal. Download and complete the consent form found on the CPR (Child Protection Registry) Portal homepage, then register on the CPR Portal to submit a CPR request and obtain the completed CPR results. <http://childprotectionregistry.delaware.gov/>

See Instructions for additional information and requirements.



APPENDIX A - District Requirements (continued)

1. Proof of Insurance - Attach copy of current/up to date Certificate of Insurance
Waived by _____
2. Business License - Attach copy of current/up to date State of Delaware Business License
Waived by _____
3. Professional License - Attach copy of current/up to date State of Delaware Professional License (If Applicable)
Waived by _____
4. State of Delaware Vendor ID# _____



APPENDIX B – Services Description

Insert the description below:



APPENDIX C – Contract Budget

Insert the description below:



Source of Funding #1: _____

Source of Funding #2: _____

Source of Funding #3: _____

Source of Funding #4: _____

E) Authorized Signatures:

For the Contractor:

For the District:

Signature

Mr. Robert S. Fulton
Superintendent

Name/Title

Date

Date

Signature

Mr. Oliver Gumbs
Director of Finance

Name/Title

Date

Date

INSTRUCTIONS

Criminal Background Checks:

STEP 1) – Make an appointment, no walk-ins accepted

To register and set up your fingerprinting appointment please go to The Universal Enrollment Platform (UEP) Website and enter **service code 27RZFG**.

The Universal Enrollment Platform (UEP) Website can be found here:

<https://uenroll.identogo.com/>

OR schedule an appointment by calling 1.866.761.8069. Please note, Call Center will only be able to assist applicants in registration if they provide their **service code 27RZFG**.

STEP 2) – Go to your appointment, photo id required

Cost: \$85.00 – payment expected at time of service (keep copy of your receipt for your records)

Delaware UEP - Identogo Center Locations (other locations available on website) Dover, DE (2 locations) – 600 S Bay Road & 124 Green Tree Drive
Georgetown, DE – 546 S Bedford Street
Middletown, DE – 108 Patriot Drive
Milford, DE – 800 N DuPont Blvd
Seaford, DE – 22606 Sussex Hwy

STEP 3) – Obtaining your background report

Cape Henlopen School District will receive a copy of your background report. You will be provided a copy as well. Remember to keep your receipt for your records.

Cape Henlopen School District



DISTRICT OFFICE
1270 KINGS HIGHWAY
LEWES, DE 19958
302-645-6686
FAX 302-644-6103

Title 14 Education Delaware Administrative Code 805 The School Health Tuberculosis (TB) Control Program

Tuberculosis (TB) Test

All School Staff and Extended Services Personnel shall provide the Tuberculosis Test results prior to employment with Cape Henlopen School District. TB tests dated five-years or less will be accepted.

School Staff and Extended Services Personnel – means all persons hired as full or part time employees in a public school. This includes, but is not limited to teachers, administrators, substitutes, contract employees, bus drivers and student teachers whether compensated or not.

Tuberculosis Test – means a Mantoux skin test, Quantiferon Gold blood test, or other test approved by the Delaware Division of Public Health.

TB Test Results

Individual's Name: _____

Date Given: _____ Negative _____ Positive

Date Read: _____

Physician's Name (please print): _____

Address: _____

DATE: _____ SIGNED: _____

Physician's Name

These results should be sent to:

Human Resources
Cape Henlopen School District
1270 Kings Highway
Lewes, DE 19958
Attn: Dawn Davis

OR may be faxed or emailed to:
Dawn Davis @ 302.644.6103
dawn.davis@cape.k12.de.us

HOW TO OBTAIN A DELAWARE CHILD PROTECTION REGISTRY REPORT

1. Fill out PART I of the "Applicant Information" page by hand, sign and date it (see form following.)
Complete PART II - Requester Information - by placing an "X" in the box Agency Request and indicating **CAPE HENLOPEN SCHOOL DISTRICT** under Agency Name.
2. Log into the CPR Website: <https://childprotectionregistry.delaware.gov>
3. Read the terms, "X" box: **I ACCEPT AND AGREE**. Click the blue box on the right which says **NEW INDIVIDUAL REGISTRATION**. "X" the box at the bottom then click **REGISTER**.
4. Check your email, then click on the **NEW USER** link. You will then be asked to enter a password for yourself.
5. You will be directed to the page where you will enter a CPR Request. Click the blue box at the top that says:
CLICK HERE TO CREATE NEW CPR REQUEST. Fill in all sections of this form. Do not use spaces when entering your Social Security Number. Birth date must be entered MM/DD/YEAR.
Near the bottom where it asks for Requesting Agency, enter 70.
Agency Contact: enter ONE of the following three numbers 35069 or 26214 or 2540.
CLICK CONFIRM AT THE BOTTOM.
6. Upload the Applicant Information Page you completed in **STEP 1. IT MUST BE SIGNED AND DATED**. Once uploaded, click **DONE**.
7. At the top right of the form, click **REVIEW AND SAVE**. **SAVE** again.
8. At the top of the form, click **MAKE CPR REQUEST PAYMENT**. Then click on **CONTINGENT PAYMENT REQUESTS** check the box next to your number and name and then choose: **PROCEED TO PAYMENT**.
9. Enter all your Credit Card Information. There is a \$14 charge. Click on **CONTINUE**.
10. If all information is correct, choose **CONFIRM**.

Your request is now complete. You can log back into your account to retrieve your report. It could take up to 10 business days. Cape Henlopen School District will automatically receive a copy.

If you need assistance, please contact Ruth Hess, Administrative Specialist, Criminal History Unit: 302-892-4525



DELAWARE CHILD PROTECTION REGISTRY CONSENT FORM



Web Portal

Request must be within 90 days of signature date in order to be processed

PART I - APPLICANT INFORMATION

Name (Last*, First*, Middle) :
Other Name(s) used/Alias:
Social Security #:
Date of Birth (mm/dd/yyyy)* :
Gender*:
Race:
Ethnicity: (Hispanic/Non-Hispanic)
Address (Street, City, State, Zip):

PLEASE NOTE:
THIS FORM MUST BE COMPLETED
AND UPLOADED ON LINE.
TO ACCESS THE WEB PORTAL, GO TO:
ChildProtectionRegistry.Delaware.Gov/

Are you on the Delaware Child Protection Registry for any substantiated cases of child abuse/neglect? Yes [] No []
If yes, explain:

I hereby authorize The Delaware Department of Services for Children, Youth and Their Families to provide the below named requester(s) with all substantiated cases of child abuse or neglect concerning me that are active on the Delaware Child Protection Registry. I further release the Delaware Department of Services for Children, Youth and Their Families, its officers and employees from any and all claims arising out of or in any way connected to the release or dissemination of any information concerning me.

Signature:
Date:

Parent/Guardian Signature (If applicant is under the age of 18):

PART II - REQUESTER INFORMATION

Check one option below and complete required information*:

- 1. [] Agency Request - Agency Name*:
2. [] Individual Request - Self
3. [X] Individual Request - Share Results with Requesting Agency

Requesting Agency 1 - Agency Name : Cape Henlopen School District - Human Resources
Requesting Agency 2 - Agency Name*:
Requesting Agency 3 - Agency Name*:
Requesting Agency 4 - Agency Name*:
Requesting Agency 5 - Agency Name*:

* Mandatory (Agency Name is Mandatory.)