



State of Delaware

*The Department of Services for
Children, Youth and Their Families*

RFP# CYF19-12

**Request for Proposals
For Professional Services
Bid under Title 29 Chapter 69 Section 6981**

SERVICE COMPONENTS

**State Opioid Response Behavioral Health Consultants
(SOR BHC)**

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSALS DUE: Thursday, July 11, 2019 by 2 pm ET

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov **by COB July 1, 2019** to ensure a response prior to proposal due date.

There is **no** bidders' conference scheduled for this RFP.

Please submit 1 original proposal marked "ORIGINAL". Please submit 6 copies of your proposal marked "COPY". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must** be delivered by **Thursday, July 11, 2019 by 2:00 PM ET.**

Proposals arriving after 2:00pm ET will not be accepted.

PROPOSAL DELIVERY: **You are encouraged to double-side copy/print your proposals. Binders are not necessary unless a staple or binder clip isn't possible.**

Express Courier or hand deliver the sealed bids as follows:

State of Delaware
RFP CYF#19-12
Ryan Bolles, Grants and Contracts
1825 Faulkland Road
Wilmington, DE 19805

Although it is not recommended to ship by the US Postal Service, if this is your preferred delivery method, please address as follows:

State of Delaware
RFP CYF#19-12
Ryan Bolles, Grants & Contracts
1825 Faulkland Road
Wilmington, DE 19805

The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

As soon as possible The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.

As soon as possible Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

Request for Proposals
State Opioid Response Behavioral Health Consultants (SOR BHC)

The State of Delaware's Department of Services for Children, Youth and Their Families (DSCYF), Division of Prevention and Behavioral Health Services (DPBHS), is seeking proposals for State Opioid Response Behavioral Health Consultants (SOR BHC) under a grant that has been awarded to Division of Substance Abuse and Mental Health (DSAMH). DPBHS is responsible for contracting for five (5) experienced professionals who will provide substance use consultation, screening and intervention services to youth in Delaware's public and charter schools. **DSCYF is ONLY accepting proposals from agencies which can provide ALL described services by all (5) professionals.**

It is expected that the contractual agreement with the successful bidder will begin in mid-2019 and extend through September 30, 2020. Grant funds are currently available through September 30, 2020, but it is hoped funding will continue although not currently guaranteed. Contract renewal beyond September 30, 2020, is contingent upon satisfactory performance and availability of funds. The contractual relationship is anticipated to last up to a maximum of five (5) years pending available funding.

SOR BHC Service Requirements:

To be eligible as a SOR BHC professional the individual must possess a Master's Degree in psychology, social work or related field. Delaware licensure as a mental health professional (psychologist, LPCMH, LCSW). **Preferred** qualifications are certification as a Certified Advanced Alcohol and Drug Counselor (CAADC) or Certified Alcohol and Drug Counselor (CADC) in Delaware.

It is expected that each SOR BHC will work a traditional workweek. However, specific hours worked will be based on the needs of the program and may include some evening hours. This will be a year round contracted service. The contractor will be authorized to invoice monthly for monthly costs against an agreed upon annual line item budget. The maximum funds budgeted for this **contract and all expenses** are \$421,000 annually.

Besides salary and overhead bidders should also consider the cost of a computer/tablet, phone and transportation for each SOR BHC as part of determining if it can provide the services within the stated budget. Where a guest network is available contractor staff will be able to utilize the service.

Successful bidders are responsible for payment of all federal, state or local taxes that may apply. The successful bidders must accept full payment by conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions

All SOR BHC staff must pass a criminal background check and Child Abuse Registry Check at a cost to the contractor when directed to do so by DSCYF.

Agency Accreditation:

Bidders must be accredited by a national accreditation organization such as The Joint Commission, Commission on Accreditation of Rehabilitative Facilities (CARF), or the Council on Accreditation (COA). Agencies without accreditation status must meet DPBHS clinical standards outlined in the DPBHS Treatment Provider Manual and the CARF standards for unaccredited providers under the Business and Services Network within 36 months. The DPBHS Treatment Provider Manual is available online at <https://kids.delaware.gov/pbhs/pdfs/pbh-treatment-provider-manual.pdf>.

Location of Service: The five (5) SOR BHC service providers will provide services to public and charter schools statewide although that does not mean a single SOR BHC must work statewide. DSCYF will not provide office space or equipment.

Budget Development: The maximum funds budgeted for this contract and all services are \$421,000 annually. Bidders must submit a 12-month budget. The services described in this RFP are year round (12 month) services. Service delivery requires the individual service provider to have access to transportation to schools, homes and community locations. Individual service providers providing the services must provide a cell phone number where they can be reached during service hours and must also be equipped with an electronic computer device and internet access to access the DSCYF case management system (known as FOCUS) for data entry and RMTS (see below). Where guest networks are available the individual service providers may access those. Compensation to individual services providers will be based on the successful bidder's salary structure. Bidding agencies are required to propose all costs including the proposed salary structure for individual service providers as part of the proposal using the **DSCYF Budget Form** (provided online with the RFP). The successful bidder is responsible for payment of any and all federal, state or local taxes that may apply. The state will not provide Health Care or Pension Benefits. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

ACA SAFE HARBOR

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the contractor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the contractor, but does not state the required amount of the fee. The State requires that all bidders shall identify the Additional Fee to obtain health coverage from the bidder and delineate the Additional Fee from all other charges and fees. The bidder shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the bidder. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting bidder(s) for award. This cost should be reflected in the **DSCYF Budget Form** submitted with the proposal on **Line 2.c Safe Harbor Fee: Health Insurance**.

A Delaware Business License is required of each successful bidder at the time of the contract execution, but not at time of proposal submission. Successful bidders must obtain and maintain a Delaware business license and professional license for the period of the contact. The successful bidder also must obtain insurance coverage (e.g. malpractice) for the period of the contract. The contractor is NOT a State of Delaware employee, but rather an independent contracted provider.

FOR ANY FORMER AND CURRENT STATE EMPLOYEE WHO ARE INTERESTED IN BID AS A SOLE PROPIETOR FOR THESE CONTRACTS:

To ensure compliance with the State's Code of Conduct post-employment law (which provides that former State employees may not work on State projects if they were directly and materially related to their work as State employees), it is required that current State of Delaware employees who respond to this RFP, also contact Deborah Moreau, Esq. (302-739-2399), attorney for the Delaware Public Integrity Commission. Ms. Moreau will assist such individuals in reviewing their situation, determining if a request to the Commission for advice is needed, and in drafting an appropriate letter to the Commission if necessary. Where such a letter is indicated, it must be submitted for consideration by the Commission at its regularly scheduled monthly meeting.

Individuals wishing to submit a proposal in response to this RFP who receive a pension benefit from the State Employees' Pension Plan are required to complete Form-SS-8 "Determination of Worker Status" with the Internal Revenue Service. The application and findings from the Internal Revenue Service must be reported to the Delaware Board of Pension Trustees for a determination of the individual meeting the definition of employee within the Plan. For more information visit <http://delawarepensions.com>

Criminal Background Check:

Pursuant to 31 Del.C. Section 309, selected staff from the bidder awarded a contract resulting from this RFP are required to pass a criminal background check (state and federal) and a Child Abuse Registry check. All information required by Delaware Code shall be forwarded to the DSCYF which will assess the information and make a determination of suitability based upon the types of offenses, recency, and record since the offenses, and responsibilities of the bidder. In addition, all bidders awarded a contract will be required to obtain certification from the Department of Services for Children, Youth and Their Families as to whether the individual is named in the Central Register as the perpetrator of a report of child abuse.

Special Reporting Requirements:

This contract is funded with federal grant dollars which fall under the Federal Funding Accountability and Transparency Act (FFATA) guidelines. The FFATA requires the State of Delaware to report on its federal grant and contract sub-awards via a public website operated by the federal government (<https://www.FSRS.gov>). The data entered into this website is transmitted daily to <https://usaspending.gov> for public access. The successful bidders shall provide a DUNS number to meet this data entry requirement as part of the contract execution. In addition, the successful bidder will be required to submit Time and Effort reports.

CONTRACTOR SOR BHC FUNCTION:

SOR BHC's provide guidance, technical assistance and clinical consultation on evidence-based behavioral health practices, screening and referral with an emphasis on substance use to all 19 school districts and charter schools in Delaware, SOR BHC's will be responsible for coordinating and collaborating with multiple systems of care and to identify gaps in the current DPBHS substance use prevention and treatment service continuum. SOR BHC's may provide direct services to children, youth and their families in school or community settings as required.

SOR BHC's will be trained as trainers (**at no cost to the successful bidder**) in an evidence based approach to identify youth using substances with the goal of reducing substance use, risky behaviors and improving overall health and wellness. SOR BHC's will provide training for other behavioral health professionals (including Wellness Center staff and Middle School BHC's) and counselors in schools and the community. SOR BHC's will assess current service gaps around substance use in our current system.

SCOPE OF WORK:

- Visit selected schools once per month or as required to discuss the school's need for training and intervention with regards to substance use.
- SOR BHC's will track outcome data on technical assistance provided to LEA's, Middle School BHC's and other community partners.
- Prepare narrative and statistical reports on a regular basis to document accomplishments of the region under their purview.
- Assist in the continued development of partnership and maintain relationship with public and charter schools.
- Provide expert clinical training and consultation on evidence based practices.
- Assist with resource connection and removing barriers to coordinating and collaboration with multiple systems of care. Help develop collaborative partnerships and programs with the surrounding community. Focus on outreach and ongoing collaborative community development, training and awareness of stress and trauma to recognize environmental risk factors that may lead to later emotional problems and how to interact with parents in assisting them to participate with the program.
- Each bidder's staff will be required to participate in the Random Moment Time Study (RMTS) to determine what percentage of time is spent doing tasks recoverable through the Cost Allocation Plan (CAP) by DSCYF. The behavioral health consultant will have 3 business days to respond to each request.

SOR BHC STAFF QUALIFICATIONS:

- Master's degree in psychology, social work or related field. (**Mandatory**)
- Possession of a professional license to provide behavioral health services in Delaware (**Preferred** but not required)
- Certification as a Certified Advanced Alcohol and Drug Counselor (CAADC) or Certified Alcohol and Drug Counselor (CADC) (**Preferred** but not required)
- Experience providing training and presentations to clinicians, schools or other stakeholders
- Skills and experience in clinical intervention with children and families.
- Experience in assessment and screening measures and instruments.

All bidders must address each of the following items in their proposal with regard to proposed SOC BHC staff. A response to every question is required to complete the proposal as is the attachment of specified documents.

**Please ensure that the bidder's name and the RFP for which you are bidding is at the top of each page attached. Number the responses in accordance with the numbered questions below.*

For each staff person the bidder is proposing as a SOR BHC professional please provide the following information. If you plan to hire some or all individual professionals please respond to each question in the context of what you will require when hiring individual to provide these services:

1. List previous work which you believe qualifies the individual to perform the work for which you are bidding as described in this RFP.
2. List the individual's knowledge, training and/or expertise that is relevant to the work for which you are bidding as described in this RFP to the identified population in the identified settings.
3. List the individual's educational degrees, professional credentials and/or licenses relevant to the work for which you are bidding as described in this RFP.
4. Provide for each individual a resume or vita outlining education/experience in addition to other narrative submitted as part of proposal.
5. Provide for each individual a copy of any professional licenses and/or certification issued by the State of Delaware.
6. Provide names and contact information for three professional references who may be contacted by DSCYF who can attest to your agency's ability to perform the work for which you are bidding.

Proposal Evaluation Criteria with Weight

- Master's degree in psychology, social work or related field for each SOC BHC. (**Mandatory**)
- Possession of a professional license to provide behavioral health services in Delaware (**Preferred** but not required)
- Certification as a Certified Advanced Alcohol and Drug Counselor (CAADC) or Certified Alcohol and Drug Counselor (CADC) (**Preferred** but not required)
- Skill and experience in clinical intervention with children and families [25 pts]
- Experience working in a school setting and with mental health agencies [15 pts]
- Experience providing training and presentations to clinicians, schools or other stakeholders [25 pts]
- Coordinating/Collaborating with multiple systems of care [25 pts]
- Experience in providing substance-specific prevention and/or treatment services [10 pts]
- Experience providing behavioral health or risk screenings, interventions, treatment and consultation [10 pts]
- Ability to assess fidelity to intervention using measures/instrument [5 pts]
- Bidder's experience, reputation, and demonstrated ability with DSCYF, other government agencies and accrediting bodies [10 pts]
- ACA Safe Harbor Fee [5 pts] identified on **Line 2.c Safe Harbor Fee: Health Insurance of the DSCYF Budget Form.**

SPECIAL NOTE:

Prior experience working with schools and mental health agencies in Delaware is considered highly desirable. Where applicable, bidders are encouraged to reference such experience.

Additionally, feedback from reference will be considered as the review panel makes a recommendation for contract award.

Proposal Content Requirements:

All proposals shall include the following documents:

- a) Bidder FACT Sheet Found in Appendix A **and online with this RFP in MS Word for easy editing**
- b) **Responses to all question (1-6) in the previous section.**
- c) List of proposed staff and qualifications or hiring criteria
- d) Completed **DSCYF Budget Form** with supporting **budget narrative** (which is bidder generated and describes all assumptions and calculations for line items except the salaries as the bidder will detail salaries on the **Salary Form**) including proposed salary structure for each service bid. DSCYF Line Item Budget posted **online with this RFP in MS Excel format for easy editing**
- e) An ACA Safe Harbor Fee must be included in the submitted DSCYF Budget Form on **Line 2.c Safe Harbor Fee: Health Insurance** identify the amount, frequency and application (e.g. per staff person, % of salary, etc.) of the fee in the budget narrative. **Bidder must enter a value greater than \$0.**
- f) Most recent accreditation report or review or a statement of commitment to comply within 36 months to the CARF non-accredited agency standards.
- g) Signed "Assurances" document found in Appendix A.
- h) Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A.
- i) Completed "Employing Delawareans Report" document found in Appendix A **and online with this RFP in MS Word for easy editing.**

Failure to complete these forms will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.

APPENDIX A – Bidder Forms and Instructions

Submission Instructions

Failure to follow Departmental procedures may disqualify a bidder's organization.

I. FORMAT

Proposals should be printed on 8 1/2" x 11" paper. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. **Binders, color graphics and extensive attachments** are unnecessary. **Double-side copying** is strongly encouraged.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions regarding this request should be directed to H. Ryan Bolles at Herbert.Bolles@State.DE.US or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to significant content questions will be posted on the State's solicitation web site www.bids.delaware.gov **It is the bidder's responsibility to check the website for updates to this RFP.**

III. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

IV. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

V. RFP AND FINAL CONTRACT

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

VI. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

VII. MODIFICATIONS TO PROPOSALS

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.

VIII. COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

IX. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982 to award a contract to the successful firm in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum percentage of points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all 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 contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest costs
- Waive or modify any information, irregularities, or inconsistencies in proposals received
- Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
- Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

XII. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

XIII. CONTRACT TERMINATION CONDITIONS

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in 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.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

XVI. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, 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 firm, its agents and employees' performance of 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 in part, to the State, its employees or agents.

XII. LICENSES AND PERMITS

In performance of this contract, the firm is 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 firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XIII. INSURANCE

Bidder 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 bidder's

negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions 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 Department of Services for Children, Youth and Their Families.

During the term of any resulting contract, the successful bidder will, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful bidder must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

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

a.	Automotive Liability (Bodily Injury)	\$1,000,000 per occurrence / \$3,000,000 aggregate
b.	Automotive Property Damage (to others)	\$25,000

The bidder shall provide a Certificate of Insurance (COI) as proof that the bidder has the required insurance. The COI shall be provided prior to DSCYF prior to any work being completed by the awarded bidders(s).

The Department of Services for Children, Youth & Their Families shall be named as an additional insured.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm 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.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants 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 and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. 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, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

XXII. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

XXIII. SCOPE OF AGREEMENT

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

XXIV CONFIDENTIALITY

The successful bidder agrees to be responsible for full, current, and detailed knowledge of and compliance with published Federal and State laws, regulations, and guidelines (e.g., Confidentiality, Health Insurance Portability and Accountability Act (HIPAA) of 1996, etc.) pertinent to discharging the CONTRACTOR's duties and responsibilities hereunder.

BIDDER FACT SHEET
Place as Top Page of Proposal

RFP Title: CYF 19-12 State Opioid Response Behavioral Health Consultants (SOR BHC)

TOTAL BUDGET \$	
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CORPORATE INFORMATION	
Indicate the type of business bidder is or proposes to be if yet to be formed:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Individual
Bidder Name:	_____
Address:	_____ _____ _____
Contact Person:	_____
Office Phone #:	_____
Cell Phone #:	_____
Email Address:	_____

COMPANY CLASSIFICATIONS: Del. CERT. NO.: _____	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

Vendor FEIN: _____ Delaware Business License#: _____
(Not required to bid)

A Delaware Business License is not required to bid, but is required before the time of contract signing if the contractor operates within the State of Delaware. This requirement is waived for non-profits.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

The bidder represents and certifies as a part of this offer that:

The organization will complete or provide any information necessary for enrollment in Medicaid requested by the Department, concerning, but not limited to, such areas as licensure and accreditation, Medicaid rates paid by other states for services provided by the organization, the usual and customary charges for medical services, and/or past sanctioning by the Centers for Medicare and Medicaid Services (CMS).

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization shall retain medical, financial, and other supporting records relating to each claim for not less than five (5) years after the claim is submitted.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL

RFP Title: CYF 19-12 State Opioid Response Behavioral Health Consultants (SOR BHC)

Bidder Name:	
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EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees reasonable anticipated to be employed on the project:	
2.	Number and percentage of such employees who are bona fide legal residents of Delaware:	
3.	Percentage of such employees who are bona fide legal residents of Delaware:	
4.	Total number of employees of the bidder:	
5.	Total percentage of employees who are bona fide resident of Delaware:	
If subcontractors are to be used:		
1.	Number of employees who are residents of Delaware:	
2.	Percentage of employees who are residents of Delaware:	

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.