



State of Delaware

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

RFP# CYF13-01

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

SERVICE COMPONENTS

- 1. Parent Aide Service – Intact Families*
- 2. Parent Aide Services – Placement Cases*
- 3. Home Based Services – Intact Families – Moderate Risk*

INFORMATIONAL BIDDERS CONFERENCE: Thursday January 31, 2013 @ 9:30 am ET

PROPOSALS DUE: Thursday February 21, 2013 by 2 pm ET

REQUEST FOR PROPOSALS TIMELINE

Questions? Contact: H. Ryan Bolles, Contract Administrator at herbert.bolles@state.de.us OR (302) 633-2701

Thursday 1/31/13 There will be an informational bidders' conference as follows:
@ 9:30 am ET Delaware Youth & Family Center
1825 Faulkland Road, Room 199
Wilmington, DE 19801

Proposals Due Sealed Cover Letter and Proposals shall be submitted as follows:
By Thursday
2/21/2013 Please submit 1 original paper proposal marked "ORIGINAL" and 6 paper copies
By 2 pm ET marked "COPY". **Double sided copying is encouraged.** Also, submit 1 electronic copy
(CD or DVD) of your proposal AND 1 electronic copy of your most recent business
fiscal audit or tax filing.

Do not include your audit or tax information as part of your paper proposals.

For these purposes an electronic copy can be either CD or DVD.

If you are or plan to establish a new business organization and are without a previous fiscal audit or tax filings please indicate that in your Cover Letter.

Sealed cover letter and proposals must be delivered by **2:00PM ET** on **Thursday, February 21, 2013**. Letters and proposals arriving after 2:00pm ET will not be accepted.

Express Courier or hand deliver the sealed bids as follows:
State of Delaware
Ryan Bolles
1825 Faulkland Road
Administration Building #2, Room 177
Wilmington, DE 19805

A date/time receipt for your records is available upon request.

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
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. Bidders may be asked to be available to respond to questions from the review panel by telephone or in person, if necessary. However, proposals are expected to stand alone based upon the written information submitted.

Minority or Women Owned Business Enterprise?
Visit <http://gss.omb.delaware.gov/omwbe/index.shtml> to register with the State of Delaware.

SECTION I

BACKGROUND INFORMATION

DSCYF Overview

The Department of Services for Children, Youth and Their Families (DSCYF) has a mission to “provide leadership and advocacy for Delaware’s children.” The Department’s primary responsibility is to provide and manage a range of services for children who have experienced abandonment, abuse, neglect, adjudication, mental illness, or substance abuse. In order to provide the most effective services to children and their families, all services must be provided in accordance with the Department’s seven principles for implementing a seamless system of care. Those seven principles are as follows:

1. Practice must be individualized – Services should focus on the strengths of the child, family and community; the child and family should have a say in service decisions; there must be a constant focus on safety; the plan must be dynamic and change as the needs of those involved change; and the team must plan for and manage complicated needs/issues.
2. Services must be appropriate in both type and duration – Accurate assessments and screenings must be completed; best practices must be used to provide a broad array of services, services must seek natural supports to both the child and their family; and desired outcomes must be identified and monitored.
3. Services must be child-centered and family-focused – The child must be viewed in context and across domains; there should be an early identification of risks and needs; services should be provided in a family-like setting; and services should promote family stability and self-sustenance.
4. Services should be community-based – Children and families should have access to age and developmentally appropriate setting and appropriate peer contact within their own community whenever possible.
5. Services should be culturally competent – Service providers must take into account a family’s tradition, values and beliefs when providing services; their actions must be respectful and sensitive to the family’s culture; and agencies must reach into the community to find qualified staff.
6. Services must be seamless within and across systems – Service interfaces must be invisible to recipients; services providers must communicate with each other to ensure effective planning, implementing and monitoring of services; and resources and information must be shared, as necessary, to benefit the child.
7. Teams should be developed to manage services – Teams composed of all service providers from all levels of service should be formed to support the child; child and family choices should drive team-decision making whenever possible, with safety always assessed and maintained; team communication must be on-going and adequate; and the child should have one team and one plan whenever possible.

DFS Overview

The child welfare system was created to help every child have a safe and secure home life. In Delaware, this responsibility has been given to the Division of Family Services (DFS). Title 16, Chapter 9 of the Delaware Code gives DFS the responsibility for responding to and following up on reports regarding the safety of and risk of harm to children. DFS is responsible for:

- Responding to reports from people in the community who think that children are being abused or neglected
- Helping families solve the problems that cause abuse or neglect
- Helping children to be safe and secure
- Preventing separation of children from their families
- Working with families so their children can return home (when children have been separated from their families to be safe)
- Ensuring that children receive adequate care while they are away from their families

To accomplish these goals, DFS works with families to identify their strengths and needs. DFS then helps the family to obtain appropriate services and necessary supports.

DFS Client Population

In State Fiscal Year '12, the Division of Family Services received 7,069 reports of abuse, neglect, dependency and adolescent problems. Of those 7,069 reports, 5,236 (74.1%) were accepted for investigation. Of those 5,236 reports accepted for investigation, 2,534 were referred to treatment for ongoing services.

Approximately 53% of the families receiving ongoing treatment services are located in New Castle County, 26% are located in Kent County, and 20% are located in Sussex County.

The Division of Family Services has identified a continuum of home-based family support services to help families resolve issues resulting in dysfunction, prevent placement of children outside of the home, and reunify children and families if out-of-home placement has occurred.

SECTION II

SERVICE DESCRIPTION

The Division of Family Services uses a risk management system to substantiate complaints and determine the level of risk and intervention that is warranted. DFS would like to provide a continuum of support services to help families resolve issues which place children at risk of harm and result in family dysfunction, prevent placement of children outside the home, and reunify children if out-of-home placement has occurred.

COMPONENT 1: PARENT AIDE SERVICES – INTACT FAMILIES

Parent aide services should be designed to prevent the unnecessary disruption of children from their families by identifying family problems, assisting families in resolving their problems, and preventing the breakup of the family where the prevention of child placement is both desirable and possible. Families eligible for services under this program may have been substantiated for abuse, neglect or dependency, however, the level of risk has been determined to be moderate to low, based upon the investigation risk assessment. The intention of this program would be to provide intervention services at this level, thereby preventing families from needing deeper-end services in the future. This program promotes family strengths and community collaboration. This program should involve the family (the definition of which can include extended family such as grandparents, aunts, uncles, and close family friends) in the development of a long-term plan for support and safety. Services in this program would include case management, teaching and demonstrating daily living skills, parent training, and transportation. All services should be provided in the family home on average of twice per month. Families would be involved in the parent aide program for approximately three (3) months. During that time, it is incumbent upon the provider to help the family seek natural supports within the community.

Under this program, it is not necessary for service providers to have an advanced degree. However, they must be able to demonstrate proficiency in the following areas:

- Communication skills
- Behavior management techniques
- Non-violent parenting techniques
- Interpersonal relationship techniques
- Teaching techniques such as role modeling
- Crisis intervention techniques
- Stress management skills
- Reading and writing skills
- Ability and willingness to testify in court proceedings

Under this program, the contractor must complete a thorough assessment of the family's strengths and areas of need. The assessment tool must provide a mechanism to assess the family at a minimum of prior to intervention and again at the time of closure. However, the contractor may elect to provide intermediate assessments to determine the level of progress a family is making. It will be up to the contractor to identify an assessment tool however; final approval must be obtained from the DFS Treatment Program Manager.

In addition to identifying a comprehensive assessment tool, successful bidders will need to submit a format for a successful service plan. The service plan format must be approved by the DFS Treatment Program Manager as well. The plan must identify areas in need of enhancement, specific goals to address those areas, intervention strategies for each goal, roles of all parties involved, and review dates.

Successful bidders will include formats for on-going case notes, monthly reports submitted to DFS, a case closure summary, and supervision notes. All contact between the provider and the client must be documented. This includes collateral contacts, phone contact, face-to-face contact, and attempted contacts.

Required Component 1 sample documents:

- Assessment tool identifying family assessment of strengths and need
- Service plan
- Case notes
- Monthly reports
- Case closure summary
- Supervision notes

Performance Expectations

Child Outcome Expectation

- Safety of the children must be assessed at every contact.
- No new reoccurrence of abuse, neglect or dependency.

Process Expectations

- Risk will be reduced in 80% of the families receiving full benefit of services.
- Service plans will be developed with families in 100% of the cases receiving services.
- Regular contact with the family must occur.
- Families will develop natural supports within their own community.

COMPONENT 2: PARENT AIDE SERVICES – PLACEMENT CASES

There are times that it becomes impossible to maintain a child safely in their own home. When those circumstances arise, it is the responsibility of the Division of Family Services to remove the child from their home. It is also the responsibility of the Division of Family Services to work with the family to help them resolve the issues that resulted in the removal of the children.

Placement in foster care is a traumatic event for both the child and their family. Visitation is critical for both the well-being of the child and the success of the family. Regular and frequent parent-child visits are an essential component of reunification. According to Hess and Mintin (1992) visits between children and their families are critical for a variety of reasons:

- Frequent visitation reassures parents that the agency is not trying to keep the children from them, and that the agency is serious about maintaining family relationships.
- Children experience considerable anxiety and distress when separated from their parents for even short periods of time. Many children worry that their parents are dead, hurt, or otherwise permanently gone. Visiting reassures children that they have not been abandoned in substitute care, that their families are alive and well, and that their families still care about them.
- Visits with parents help older children avoid self-blame for placement. Visitation reassures the child that his parent wants him, which can counteract the child's natural tendency to believe that he was abandoned because he was "bad."
- Visits help the family prepare for reunification.
- Continued contact with parents increases the probability that children will return home to their families.
- Observation during visits helps the caseworker identify when reunification may not be possible or when termination of parental rights may be in the child's best interest.

According to Perkins and Ansay (1998), there are several keys to establishing a successful visitation program.

1. Individuals must be properly informed about the benefits of visitation.
2. Regular, written visitation schedules must be established. Written schedules encourage birth parents to adhere to the visitation plan.
3. Birth parents and foster parents should be directly involved in setting up visitation schedules. Involving them and respecting their preferences for visit times and locations demonstrates to parents that they are important members of the team.
4. An accurate assessment of the birth parent's strengths and needs must be completed.
5. There must be clear communication about the visitation plan to all interested parties, including birth parents and foster parents.
6. Visitation should occur in a setting that is comfortable for both the children and their parents.
7. The visits must be thoroughly documented.

Under this program, contractors will be responsible for coordinating, transporting, and monitoring visits between birth families and their children if the children have been placed in out-of-home care. Contractors will use the visitation time as an opportunity to provide a continuum of parent education services initially focusing on the behaviors and/or condition which resulted in the children being removed from the home. Once the children have been reunified, the focus of the contractor should be to continue providing educational services, and at the same time, ensure that the parents are able to use the skills they have been taught.

Under this program, it is necessary for service providers to be fully versed in issues surrounding separation and loss. They must also be aware of the implications of separation and placement for children based on their age and their cognitive, social and emotional development. They must also be able to demonstrate proficiency in the following areas:

- Different stages of grieving
- Family counseling techniques
- Behavior management techniques
- Communication skills
- Non-violent parenting techniques
- Interpersonal relationship techniques
- Teaching techniques such as role modeling
- Crisis intervention techniques
- Stress management skills
- Reading and writing skills
- Ability and willingness to testify in court proceedings

Although DFS facilities may be used for visitation, successful bidders must have alternative locations for visitation should the DFS visitation rooms be unavailable.

Under this program, the contractor must complete a thorough assessment of the family's strengths and areas of need. The assessment tool must provide a mechanism to assess the family at a minimum of prior to intervention and again at the time of closure. However, the contractor may elect to provide intermediate assessments to determine the level of progress a family is making. It will be up to the contractor to identify an assessment tool however; final approval must be obtained from the DFS Treatment Program Manager.

In addition to identifying a comprehensive assessment tool, successful bidders will need to submit a format for a successful service plan. The service plan format must be approved by the DFS Treatment Program Manager as well. The plan must identify areas in need of enhancement, specific goals to address those areas, intervention strategies for each goal, roles of all parties involved, and review dates.

Successful bidders will include formats for written visitation schedules, on-going case notes, monthly reports submitted to DFS, a case closure summary, and supervision notes. All contact between the provider and the client must be documented. This includes collateral contacts, phone contact, face-to-face contact, and attempted contact

Required Component 2 sample documents:

- Assessment tool identifying family assessment of strengths and need
- Visitation schedule
- Service plan
- Case notes
- Monthly reports
- Case closure summary
- Supervision notes

Performance Expectations

Child Outcome Expectations

- Safety of the children must be assessed at every contact.
- Children will arrive for visits in a timely manner.
- No new reoccurrence of abuse, neglect or dependency.
- 80% of the children will not re-enter care following reunification.

Process Expectations

- Risk will be reduced in 80% of the families receiving full benefit of services.
- 100% of the cases will have a written visitation schedule.
- Regular contact between the service provider and the assigned DFS social worker must occur.

COMPONENT 3: HOME BASED SERVICES – INTACT FAMILIES – MODERATE RISK

Families receiving services under this program would typically have one or more serious conditions, which if not addressed, would result in out-of-home placement. Domestic violence, homelessness, substance abuse, parenting issues, and mental or physical health problems are the most common factors effecting families serviced by this program. Often, these families have been involved with the Division of Family Services in the past, and in fact, may be a second or third generational DFS family. Home-based services are designed to promote the well-being of children and families, to increase the stability of families, including adoptive and extended families, to increase parents' confidence and competence in their parenting abilities, and to afford the children a stable and supportive family environment. The primary setting for all services would be in the family's home. Family counseling should be provided to the family in their own home to help them address systemic issues within the family. Services will be provided at a minimum of once per week. It is anticipated that services would be provided to the family for approximately six months.

Individuals providing services to families under this program must have a Master's Degree in social work or a related degree. They must also be able to demonstrate proficiency in the following areas:

- Family counseling techniques
- Communication skills
- Behavior management techniques
- Non-violent parenting techniques
- Interpersonal relationship techniques
- Teaching techniques such as role modeling
- Crisis intervention techniques
- Stress management skills
- Reading and writing skills
- Ability and willingness to testify in court proceedings

Under this program, the contractor must complete a thorough assessment of the family's strengths and areas of need. The assessment tool must provide a mechanism to assess the family at a minimum of prior to intervention and again at the time of closure. However, the contractor may elect to provide interim assessments to determine the level of progress a family is making. It will be up to the contractor to identify an assessment tool however final approval must be obtained from the DFS Treatment Program Manager.

In addition to identifying a comprehensive assessment tool, successful bidders will need to submit a format for a successful service plan. The service plan format must be approved by the DFS Treatment Program Manager. The service plan must be developed with the client. The plan must identify areas in need of enhancement, specific goals to address those areas, intervention strategies for each goal, roles of all parties involved, and review dates.

Successful bidders will include formats for on-going case notes, monthly reports submitted to DFS, a case closure summary, and supervision notes. All contact between the provider and the client must be documented. This includes collateral contacts, phone contact, face-to-face contact, and attempted contacts.

Required Component 3 sample documents:

- Assessment tool identifying family assessment of strengths and need
- Service plan
- Case notes
- Monthly reports
- Case closure summary
- Supervision notes

Performance Expectations

Child Outcome Expectations

- Safety of the children must be assessed at every contact.
- Out-of-home placement will be prevented for at least 80% of the families receiving full benefit of services.
- No new reoccurrence of abuse, neglect or dependency.

Process Expectations

- Risk will be reduced in 80% of the families receiving full benefit of services.
- Service plans will be developed with families in 100% of the cases receiving services.
- Weekly contact with the family must occur.
- Regular contact between the service provider and the assigned DFS social worker must occur.

AWARD PERIOD AND FUNDING

Availability of Funds

Funding will be awarded through the Department's Division of Family Services. The Department plans to initially enter into a three-year agreement with the successful bidder(s). Contract renewals will be subject to performance and availability of funds. Total program funds available are approximately \$946,330 per year. Providers may submit proposals for individual components contained in the RFP or to provide services for all of the identified components. The initial contract year will begin July 1, 2013. This RFP release is a rebid of an existing DSCYF service. The successful bidder(s) 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.

Contracts resulting from this RFP will be funded on a unit cost basis with a specific dollar amount payable to the contractor for each unit of service provided. A unit may be defined as either an hourly rate for time spent working with a family or it can be a flat unit rate for a predetermined amount of time spent with a family, i.e., \$2,500 per family for 12 weeks of in-home services.

Performance based incentives will be considered, however, the cost must be factored into the total amount of the contract and may result in a lower unit cost up front. If performance based incentives are submitted as part of the proposal, they must be based on successful completion of identified outcomes.

SECTION III

MINIMUM REQUIREMENTS

Spanish speaking services

All successful bidders must be able to provide services to Spanish-speaking clients throughout the state. The greatest demand for such services has typically been in Sussex and New Castle Counties.

Transportation

Transportation is a vital component of all of the programs listed above. Successful bidders must be willing and able to provide transportation for any programs for which they are bid. Successful bidders must ensure that all employees transporting clients have a valid driver's license, current vehicle registration, and proper auto insurance (if employees will be using their personal vehicles to transport clients). If the agency will be providing vehicles and insurance for the use of their employees, they must have proof of proper registration and insurance. They will need to obtain driving records for any employees providing transportation of clients, regardless of the vehicle being used. For three (3) years prior to transporting DFS clients, employees must not have a D.U.I. conviction or license revocation for D.U.I.; or must not have three (3) moving violations on his/her driving record. Agencies must also make available appropriate cars seats whenever a child or youth is transported.

Hours of availability

Successful bidders must have the ability to provide services to families during the normal workday as well as in the evenings and on weekends. They should also be available to respond to emergency services as needed.

Child Abuse and Criminal Background Checks

The successful bidder will ensure that all staff providing services under this contract will complete a criminal background check through the Delaware State Police. All staff must also pass a check of the Child Protection Registry as determined by DSCYF.

SECTION IV

DOCUMENTATION AND CONTRACT MONITORING

Compliance with Division Procedures

Successful bidders agree to comply with applicable policies and procedures of the Division of Family Services and with the standards of the Department of Services for Children, Youth and Their Families.

Records

The successful bidder will maintain adequate records which will include the referral information, written assessment, treatment notes including all face-to-face contacts, significant telephone contacts, and attempted face-to-face contacts. All records must be maintained for a minimum of three years after case closure.

Monitoring

DSCYF will conduct periodic fiscal and program audits and provide consultation and technical assistance to assure continuing quality and improved services and service utilization.

Report Requirements

The successful bidder will submit quarterly reports summarizing quarterly and year-to-date data as well as progress to date on the outcome measures established for each program area. A final year-end report will be due 30 days after the end of the contract year prior to final payment for the year.

Licensing

The successful bidder agrees to remain in full compliance with state and federal licensing requirements and the standards for service developed by the Child Welfare League of America, and to notify the Division of Family Services whenever they are unable to comply.

Mandatory Reporting

The successful bidder will comply with the state's law for mandatory reporting of child abuse and/or neglect.

Complaint Procedures

The successful bidder will establish a protocol for investigating client complaints made against the service provider. Case workers assigned to the case will be prohibited from investigating the complaint. Instead, the complaint must be investigated by a neutral person or persons within the agency.

SECTION V

Technical Requirements

Proposals must include the following information:

- A description of the agency and its location, including a brief account of how it has worked with children, youth and their families in the past.
- A brief description of current or past (last 5 years) contracts with the Division of Family Services or other Divisions within the Department of Services for Children, Youth and Their Families.
- A description of agency procedures for documentation of supervision and clinical support for staff.
- A description of the proposed staff including education and training.
- A description of quality control efforts.

Program Evaluation

Specific evaluation criteria are identified in Appendix A below.

APPENDIX A:

BIDDER'S FORMS AND INSTRUCTIONS

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES

Submission Instructions

Failure to follow Departmental procedures may disqualify an applicant organization.

I. FORMAT

Proposals must be printed on 8 1/2" x 11" paper and should be formatted with 1" margins using size 12 Times New Roman font. 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. Binding, color graphics and extensive attachments are unnecessary.

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

Bidders may be called, only at the discretion of the issuing office, 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 for proposals shall be directed to H. Ryan Bolles by email at Herbert.bolles@state.de.us or at 302-633-2701. Updates and answers to significant content questions will be posted on the State's solicitation web site www.bids.delaware.gov. Please check for updates regularly.

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 bidders 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 number of points as stated in this Section for each Evaluation Item to each of the proposing firms. 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 by the proposal review committee. Bidders may be scheduled to make oral presentations in support of their written proposals. 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.

Evaluation Criteria:

1. Compliance with requirements as states in the RFP (30%)
 - a. Are the objectives stated clearly? Are they specific, measurable, and feasible?
 - b. Do the objectives support and enhance the goals and objectives established by the Department?
 - c. Is the budget submitted on the Department's format (Budget, Budget Narrative, Salary Schedule)?

2. Organizational capacity and capability to meet requirements to provide service described (ie. Staffing, financial condition, etc) (10%)
 - a. Does the bidder organization and/or sponsoring agency have the capacity to carry out the project described?
3. Service Delivery/Program Methods (15%)
 - a. Are the mechanisms described for providing service timely and consistent with a conscientious delivery of service?
 - b. Does the proposal clearly describe the nature of the service and how, where, and by whom it will be delivered?
 - c. Can the methods described for delivering the service support the achievement of the Department and agency objectives as stated?
 - d. Are the time frames given for accomplishment realistic?
4. Service Delivery/Program Monitoring and Evaluation (10%)
 - a. Does the proposal contain adequate procedures for assessing the effectiveness of the project?
 - b. Does the proposal adequately describe the agency's procedures for monitoring service. Is it clear how the agency will document receipt of the services by the target population?
 - c. Does the data presented demonstrate the quality and effectiveness of the service?
 - d. Does the agency require any form of regular internal or peer review of cases (when applicable)?
5. Experience/Demonstrated Ability and Reputation (10%)
 - a. History of the bidder with DSCYF and/or other State agencies with this or other services (ie, accessibility, responsiveness and effectiveness)
6. Budget/Proposed Cost (25%)
 - a. Is the Unit Cost reasonable; i.e., can the objectives be accomplished with the funding available?
 - b. Has the applicant clearly explained the Unit Cost?
 - c. Has the applicant secured matching funds (*in-kind or cash assistance*) to support the project?

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 this 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 workplan 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 receipt of a State of Delaware Purchase Order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once the successful firm receives it.

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

- A. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
 - 1. Workers' Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractors' employees engaged in any work hereunder.
 - 2. Comprehensive Liability -Up to one million dollars (\$1,000,000) single limit per occurrence including:
 - a. Bodily Injury Liability -All sums which the company shall become legally obligated to pay as damages sustained by any person other than its employees, caused by occurrence.
 - b. Property Damage Liability -All sums which the company shall become legally obligated to pay as damages because of damages to or destruction of property, caused by occurrence.
 - c. Contractual liability, premises and operations, independent contractors, and product liability.
 - 3. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.

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.

APPLICATION FORMS

Each applicant shall complete the following forms which are included with this RFP:

- Organization Fact Sheet (included in RFP)
- Assurances (included in RFP)
- Certification, Representation, and Acknowledgements (included in RFP)
- Staff Qualifications Summary (included in RFP)
- Bidder Sample Service Component Forms as described in RFP

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

ORGANIZATION REFERENCES

- Bidding agency shall provide a list of all State and/or Federal contracts currently held or held in the past 5 years along with a contact name and phone number for the State and/or Federal agency

BUDGET SECTION

The Review Committee will examine all budget materials. Costs presented in the proposal will be considered as binding for successful bidders unless negotiated otherwise.

All costs bid for each service component are to be fully-loaded. There shall be no additional costs beyond the bid price.

FOR YOUR RECORDS

One component of every DSCYF contract is the “Statement of Agreement”. This document spells out the legal obligations under which both the DEPARTMENT and the CONTRACTOR must operate. The document is included below as a courtesy for your review as you propose entering into a contractual agreement with the Department. This document is part of all contracts as they are being routed for signature to the successful bidders.

STATEMENT OF AGREEMENT

THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

WHEREAS, the DEPARTMENT has determined that:

The services described herein are required by the DEPARTMENT;

The CONTRACTOR possesses the necessary experience and skills and is equipped to efficiently and effectively perform any duties and assignments required to provide such services;

The CONTRACTOR is willing to provide such services and has provided a proposed budget or unit cost schedule for these services;

The CONTRACTOR’s proposal and budget or unit cost schedule are acceptable;

NOW, WHEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the PARTIES do hereby agree to the following:

ARTICLE I: DUTIES OF THE PARTIES

A. Duties of the DEPARTMENT

The DEPARTMENT shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary program liaison with the CONTRACTOR on behalf of the DEPARTMENT.
2. Policies and Procedures. Provide the CONTRACTOR with the policies, reimbursement and operating guidelines and any other written documentation held or developed by the DEPARTMENT that the CONTRACTOR may reasonably request in order to perform its duties hereunder.

B. Duties of the CONTRACTOR

The CONTRACTOR shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary contact with the DEPARTMENT on behalf of the CONTRACTOR for this Contract.
2. Program of Services (and/or Products). Provide the program of services (and/or products) as set forth in Attachment A, Description of Services, which is made a part of this Contract. The program operated by the CONTRACTOR pursuant to this Contract must satisfy all mandatory State and Federal requirements. In providing said services under this Contract the CONTRACTOR agrees to conform to service eligibility priorities established by the DEPARTMENT.
3. Satisfy Licensure, Certification, and Accreditation Standards. Comply with all applicable State and Federal licensing standards and all other applicable standards as required by this Contract, to assure the quality of services provided under this Contract.
 - a. Compliance with Operating Guidelines. The CONTRACTOR agrees to abide by the DEPARTMENT's Operating Guidelines and to operate in accordance with procedures delineated therein. (see www.kids.delaware.gov/ click *Contracts*)
 - b. Notification of Status Change. The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any change in the status of any accreditations, regulations, professional, program or other licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status is the result of the CONTRACTOR’s accreditation, licensure, or certification being suspended, revoked, or otherwise impaired in any jurisdiction, the CONTRACTOR understands that such

- change may be grounds for termination of the Contract. CONTRACTOR shall notify the DEPARTMENT of any criminal charges against or criminal investigations of CONTRACTOR.
- c. By signature on this contract, the CONTRACTOR represents that the CONTRACTOR and/or its Principals, along with its subcontractors and/or assignees under this contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for procurement or non-procurement activities by any Federal government department or agency.
4. Compliance with Laws and Regulations. Be responsible for full, current, and detailed knowledge of and compliance with published Federal and State laws, regulations, and guidelines (ie, Health Insurance Portability and Accountability Act (HIPAA) of 1996) pertinent to discharging the CONTRACTOR's duties and responsibilities hereunder.
 - a. Compliance with Drug-Free Work Place Act of 1988. If applicable, the CONTRACTOR agrees to comply with all the terms, requirements, and provisions of the Drug-Free Work Place Act of 1988 as detailed in the Governor's Certification Regarding Drug-Free Work Place Requirements that is available from the DEPARTMENT upon request.
 - b. Compliance with Section 6032 of the Deficit Reduction Act of 2005 (Public Law 109-171). (see www.kids.delaware.gov click *Contracts*)
 5. Assistance with Federal Entitlement Revenue Maximization. In entering into this contract, the CONTRACTOR understands that, as a provider of services to children, they may be subject to the requirements of various Federal entitlement programs included in the Department's Cost Recovery initiative. The CONTRACTOR hereby agrees to assist the DEPARTMENT's Cost Recovery Unit in its efforts to recover Federal funds (i.e., Medicaid and/or Title IV-E). The DEPARTMENT reserves the right to recover from the CONTRACTOR an amount equal to any Federal Medicaid or Title IV-E reimbursements that are disallowed as a result of the CONTRACTOR's violations of the terms of this contract. Information that may be required by the DEPARTMENT's Cost Recovery Unit includes, but is not limited to:
 - a. Proof of licensure, certification, accreditation, etc. or other information as may be necessary to support enrollment in the Delaware Medical Assistance Program.
 - b. If applicable, a list of the usual and customary charges charged to the general public for the same type(s) of service purchased by the DEPARTMENT.
 - c. If enrolled in the Medicaid program of another state or the Federal Medicare program: the rates paid by those programs for the type(s) of service purchased by the DEPARTMENT, and notification of any current or prior sanctions or requests or pending requests for sanctions by the Centers for Medicare and Medicaid Services (CMSS), U.S. DHHS.
 - d. Identification of the proportion of any expenses, whether unit cost or cost reimbursable, charged to the DEPARTMENT that cover the cost of educational services (i.e. teacher salaries, textbooks, etc.).
 - e. If the CONTRACTOR is a non-accredited provider of residential mental health or behavioral rehabilitative services, the CONTRACTOR shall cooperate with the DEPARTMENT in identifying the proportion of expense incurred by the DEPARTMENT that may be covered by the Medicaid or Title IV-E (room and board) programs.
 - f. When appropriate, documentation including certificates of medical necessity related to substantiating the provision of services to individual children.
 - g. If the CONTRACTOR is a provider of residential mental health, or behavioral rehabilitative services, the CONTRACTOR shall provide required information such as professional credentials and NPIs of attending physicians and/or other health professionals involved in treating DEPARTMENT children.
 - h. Where appropriate, residential CONTRACTORS will participate in a time study process every three years to identify Medicaid reimbursable portions of services rendered to the DEPARTMENT's children in the CONTRACTOR's care.
 6. Confidentiality. Establish appropriate restrictions and safeguards against access by unauthorized personnel to all data and records. Confidentiality of all data, records, and information obtained by the CONTRACTOR shall be governed by Federal and State statutes and regulations, and DEPARTMENT policy.
 7. Cooperation with Third Parties. Cooperate fully with any other party, contractor, consultant, or agency identified by the DEPARTMENT in writing as necessary to the performance of this Contract.
 8. Independent Contractor Status. Recognize that it is operating as an independent contractor and that it solely 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 damage 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, or resulting from, or arising out of any act or omission on the part of the CONTRACTOR in its negligent performance under this Contract. The CONTRACTOR agrees to save, hold harmless and defend the DEPARTMENT from any liability that may arise as a result of the CONTRACTOR's negligent performance under this Contract.

9. Insurance. Recognize that it can either elect to be self-insured or to carry professional liability insurance to deal with the above-described liability; provided, however, that proof of sufficient insurance or proof of sufficient assets for self-insurance may be required by the DEPARTMENT, upon request at any time, as a condition of this Contract.
10. Grievances. Establish a system through which recipients of services under this Contract may present grievances about said services or the operation of the service program. The CONTRACTOR shall advise recipients of this right and shall also advise applicants and recipients of their right to appeal the grievance to the DEPARTMENT.
11. Best Efforts for Supplies and Materials at Lowest Cost. The CONTRACTOR shall use its best efforts to obtain all supplies and materials incidental for use in the performance of this Contract at the lowest practicable cost and to contain its total costs where possible by competitive bidding whenever practical.

C. Duties of Both PARTIES

1. Communication. Formal communication concerning the Contract, program activities, treatment methods, reports, etc., shall be made via written correspondence between the Contract Managers of both PARTIES. Communications of a contractual nature shall be accomplished via written correspondence between designated officials of both PARTIES. Each PARTY shall designate, in writing, its authorized official representative to the other PARTY prior to the effective date of the Contract. Each PARTY shall notify the other, in writing, of any change of their official representative.

ARTICLE II: PAYMENT

- A. Contract Subject to Availability of Funds. This Contract is entered into subject to the availability of funds for the services covered by the Contract. In the event funding to the DEPARTMENT is not available or continued at an aggregate level sufficient to allow for purchase of the indicated quantity of agreed upon services, the obligations of each PARTY under this Contract shall thereupon be terminated. Any termination of this Contract resulting therefrom shall be without prejudice to any and all obligations and liabilities of either PARTY already accrued prior to such termination.
- B. Reimbursement Amount. The DEPARTMENT agrees to pay the CONTRACTOR as described in Attachment B.
- C. Requirement of Purchase Order. This Contract is subject to the approval a Purchase Order by the Department of Finance in the CONTRACTOR's name. The State of Delaware shall not be liable for expenditures made or services delivered prior to the CONTRACTOR's receipt of the Purchase Order.
- D. Withholding of Payments to the Contractor. The DEPARTMENT may throughout the contract period withhold payment for failure to provide goods or perform services as specified under this contract. The DEPARTMENT has a right to recovery and a right to withhold payment in the event of the CONTRACTOR's failure to deliver services or complete necessary records or deliverables. In the event of CONTRACTOR failure in the regular course of business and normal periodic billing to timely and adequately provide record documentation of services provided under this Contract, the DEPARTMENT may withhold the final amount of a billing or the specified portion of billing relating to such services until such adequate record documentation is received by the DEPARTMENT, provided that such documentation is received within a reasonable time following normal periodic billing and record documentation in the regular course of business for the services provided. In no event however shall the Department be liable for services provided for which a) the CONTRACTOR has not provided timely and adequate record documentation during the regular course of business and periodic billing, and b) the DEPARTMENT has thereafter reasonably requested or demanded adequate record documentation or billing for any services provided for a period of time at issue, and c) the CONTRACTOR has thereafter unreasonably delayed in providing billing or record documentation following such a request or demand for record documentation or billing.

ARTICLE III: ANTI-DISCRIMINATION

- A. Equal Employment Opportunity Practices. The CONTRACTOR agrees to comply with all the terms, provisions, and requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations and any other applicable Federal, state, local, or other equal employment opportunity act, law, statute, regulation and policy, along with all amendments and revisions of these laws, in the performance of this Contract.
- B. Non-Discrimination Provisions and Requirements. The CONTRACTOR agrees to comply with all the terms, requirements, and provisions of Titles VI and VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other applicable Federal, State, local, or other anti-discriminatory act, law, statute, regulation, or policy, along with all amendments and revisions of these laws, in the performance of this Contract, and the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, disability, or upon any other discriminatory basis or criteria.

ARTICLE IV: TERMINATION

- A. Condition of Termination. This Contract may be terminated by: (1) The DEPARTMENT for any unsatisfactory performance of this Contract documented by the DEPARTMENT, including, but not limited to, failure of the CONTRACTOR to deliver satisfactory products or services, as specified, in a timely fashion, or (2) The DEPARTMENT or the CONTRACTOR for violation of any term or condition of this Contract upon thirty (30) days written notice to the other PARTY, or (3) The DEPARTMENT or the CONTRACTOR as a result of loss or reduction of funding for the stated services as described in Attachment A (Description of Services), effective immediately as provided by Article II.A of this Contract.
- B. Rights Upon Termination. In the event this Contract is terminated for any reason, the DEPARTMENT shall, in the case of cost reimbursable contracts, retain without cost ownership of all case records maintained by the CONTRACTOR in the execution of its duties hereunder. Upon written request from the DEPARTMENT, said CONTRACTOR shall provide copies of all case records within fifteen (15) days of receipt of the termination notice. In the event the CONTRACTOR fails to provide such records in a timely manner, the CONTRACTOR shall reimburse the DEPARTMENT for any legal or administrative costs associated with obtaining such records. Any service expenditure, specified under this Contract, incurred prior to the date of termination shall be authorized and paid for in accordance with the terms of the Contract even though payment occurs subsequent to the termination date.

ARTICLE V: ADMINISTRATIVE PROCEDURES

- A. Amendment, Modification and Waiver.
1. Procedure for Amendment. This Contract may be amended by written agreement duly executed by authorized officials of both PARTIES. No alteration, variation, modification or waiver of the terms and provisions of this Contract shall be valid unless made in writing and duly signed by the PARTIES. Every amendment shall specify the date on which its term and provision shall be effective.
 2. Nullification. In the event of amendments to current Federal or State of Delaware laws that nullify any term or provision of this Contract, the remainder of the Contract will remain unaffected.
 3. Waiver of Default. 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 an authorized representative of the DEPARTMENT and attached to the original Contract.
- B. Notice Between the Parties. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested and granted 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.

- C. Coordination with Federal Funding. The CONTRACTOR certifies that any Federal funds to be used under this Contract do not replace or supplant State of Delaware or local funds for already-existing services. The CONTRACTOR warrants that any costs incurred pursuant to this Contract will not be allocable to or included as a cost of any other Federally financed program in the current, a prior, or a subsequent period. The CONTRACTOR further certifies that the services to be provided under this Contract are not already available without cost to persons eligible for social services under the Public Assistance Titles of the Social Security Act. In the event the DEPARTMENT will utilize Federal funds as all or part of the compensation agreed to hereunder, the CONTRACTOR shall execute the US Department of Health and Human Services Certification Regarding Lobbying required by section 1352, title 31 U.S. Code.
- D. Subcontracts. The CONTRACTOR shall not enter into any subcontract for any portion of the services covered by this Contract, except with the prior written approval of the DEPARTMENT, which shall not be unreasonably withheld. The requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, and other day-to-day operational expenses in support of staff providing the services covered by this Contract. No provision of this paragraph and no such approval by the DEPARTMENT of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the DEPARTMENT in addition to the total agreed upon cost under this Contract. For the purpose of this Agreement, licensed independent professionals including, but not limited to, physicians, psychologists, social workers and counselors shall not be considered "subcontractors" as that term is used in this paragraph.
- E. Non-Assignability. The CONTRACTOR shall not assign the contract or any portion thereof without prior written approval of the DEPARTMENT and subject to such conditions and provisions 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.
- F. Interpretation.
1. Third Party Beneficiary Exclusion. This Contract is executed solely for the mutual benefit of the PARTIES. It is the express intention of the PARTIES that no provision of this Contract should be interpreted to convey any rights or benefits to any third party.
 2. Choice of Law. This Contract shall be interpreted and any disputes resolved according to the laws of the State of Delaware. The CONTRACTOR agrees to be bound by the laws of the State of Delaware and to bring any legal proceedings arising hereunder in a court of the State of Delaware. For the purpose of Federal jurisdiction, in any action in which the State of Delaware or the DEPARTMENT is a party, venue shall be in the United States District Court for the State of Delaware.
 3. Headings. The article, section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- G. Qualifications to Conduct Business. (Not applicable for Contracts with other Delaware State Agencies or Delaware Municipalities.)
1. Qualification to Provide Service. The CONTRACTOR warrants that it is qualified to do business in Delaware or the state in which services under this Contract shall be provided, and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract.
 2. Documentation of Business Status. The CONTRACTOR shall submit to the Contract Manager copies of all licenses, accreditations, certifications, sanctions, and any other documents that may reasonably be required as specified by the DEPARTMENT. If the CONTRACTOR conducts business in Delaware, the CONTRACTOR must possess a valid Delaware Business License, obtainable from the State of Delaware Division of Revenue. The CONTRACTOR shall submit a copy of the license at the time of signature of the Contract; provided, however, that if the CONTRACTOR is a non-profit organization, the CONTRACTOR shall instead submit, at the time of signature of the Contract, written approval from the U.S. Internal Revenue Service of this non-profit status.
 3. Change in Business Status. The CONTRACTOR shall promptly notify the DEPARTMENT of any change in its ownership, business address, corporate status, and any other occurrence or anticipated occurrence that could materially impair the qualifications or ability of the CONTRACTOR to conduct business under this Contract.
 4. Suspension/Exclusion from Medicaid/Medicare. If the CONTRACTOR is suspended or excluded from participation in the Medicaid Assistance Program of the State of Delaware or another state or from the

Medicare Program, or charged with sanctions or violation of such programs, the CONTRACTOR shall promptly notify the DEPARTMENT in writing of such charges, sanctions, violations, suspension or exclusion. CONTRACTOR agrees such suspension, exclusion, violations, sanctions, or charges may, at the DEPARTMENT's discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.

H. Records and Audits.

1. Maintenance. The CONTRACTOR shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately document the provision of reimbursed services for purposes of programmatic or financial audit. The CONTRACTOR agrees to maintain specific program records and statistics as may be reasonably required by the DEPARTMENT. The CONTRACTOR agrees to preserve and, upon request, make available to the DEPARTMENT such records for a period of five (5) years from the date services were rendered by the CONTRACTOR. Records involving matters in litigation shall be retained for five years or one (1) year following the termination of such litigation (whichever is later).
2. Availability for Audits and Program Review. The CONTRACTOR agrees to make such records available for inspection, audit, or reproduction to any official State of Delaware representative in the performance of his/her duties under the Contract. The CONTRACTOR agrees that an on-site program review, including, but not limited to, review of service records and review of service policy and procedural issuances may be conducted at any reasonable time, with or without notice, by the DEPARTMENT when it is concerned with or about the services performed hereunder. Failure by the CONTRACTOR to accord the DEPARTMENT reasonable and timely access for on or off-site program review or to necessary records for programmatic or organizational audit may, at the DEPARTMENT'S discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.
3. Costs Owning. The cost of any Contract audit disallowances resulting from the examination of the CONTRACTOR's financial records will be borne by the CONTRACTOR. Reimbursement to 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.
4. Contract Termination. The CONTRACTOR shall maintain program records for a period of five (5) years from the date services were rendered by the CONTRACTOR and shall make these records available on request by the DEPARTMENT, notwithstanding any termination of this Contract.

- I. Assignment of Causes of Action Relating to Antitrust Laws. In the event the 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 produces particular goods or services to the CONTRACTOR that impact on the budget for this Contract, the CONTRACTOR agrees to reimburse the DEPARTMENT the pro rata portion of the damages awarded that are attributable to the goods and/or services used by the CONTRACTOR to fulfill the requirements of this Contract. In the event the CONTRACTOR refuses or neglects after reasonable notice by the DEPARTMENT to bring such antitrust action, the CONTRACTOR will be deemed to assign such action to the DEPARTMENT.

ORGANIZATION FACT SHEET

RFP Title: DFS Treatment Services

CORPORATE INFORMATION			
Corporation Name: _____			
Home Office Address: _____			

Contact Person: _____			
Home Office Phone #: _____			
Cell Number: _____			
E-mail Address: _____			
Indicate below with an "X" all that apply:			
<input type="checkbox"/>	Non-Profit Agency	<input type="checkbox"/>	Woman Owned Agency
<input type="checkbox"/>		<input type="checkbox"/>	Minority Owned Agency
<input type="checkbox"/>		<input type="checkbox"/>	Disadvantaged Business Enterprise

BIDDING OFFICE INFORMATION (IF DIFFERENT)	
Name: _____	
Address: _____	

Clinical License (if any) _____	
Contact Person: _____	
Contact Phone #: _____	
Fax Number: _____	
E-mail address: _____	

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

A Delaware Business License is not required to bid, but a copy of the license is required at or before the time of contract signing **IF** the bidder will be providing services within the State of Delaware.

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 applicant 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 AND SUBMIT WITH THE PROPOSAL
CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidding contractors certify 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 have included in their quotation all costs necessary for or incidental to their total performance under contract
- 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 shown in the proposal, 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

RFP

STAFF QUALIFICATIONS SUMMARY

Please complete the following information on each staff member involved in the proposed project. Attach additional forms if necessary.

Name _____

Degree and profession _____

Years experience in profession? _____ with agency? _____

Licensure status, if applicable _____

Languages spoken _____

% of time in proposed project _____
(Based on full time equivalency)

Brief description of any special qualifications for this project _____

Name _____

Degree and profession _____

Years experience in profession? _____ with agency? _____

Licensure status, if applicable _____

Languages spoken _____

% of time in proposed project _____
(Based on full time equivalency)

Brief description of any special qualifications for this project _____
