



*State of Delaware*

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

# **RFP# CYF13-02**

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

**SERVICE COMPONENTS**

**PSYCHIATRIC SERVICES**

INFORMATIONAL BIDDERS CONFERENCE: There is not scheduled information conference

PROPOSALS DUE: Wednesday June 5, 2013 by 2 pm ET

**REQUEST FOR PROPOSALS TIMELINE**

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

There is no scheduled informational bidders' conference for this RFP. Questions should be submitted to H. Ryan Bolles DSCYF Procurement Administrator by 5/29/13 at [herbert.bolles@state.de.us](mailto:herbert.bolles@state.de.us) questions received after this date may not be answered.

**Proposals Due  
By Wednesday  
6/5/2013  
By 2 pm ET**

Sealed Cover Letter and Proposals shall be submitted as follows:

Please submit 1 original paper proposal marked "ORIGINAL" and 6 paper copies 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 the deadline above. Letters and proposals arriving after the deadline 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 stamped 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 Unit  
1825 Faulkland Road  
Wilmington, DE 19805

The proposing firm bears the risk of delays in delivery.

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. The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

Minority or Women Owned Business Enterprise?

Visit <http://gss.omb.delaware.gov/omwbe/index.shtml> to register with the State of Delaware.

# PSYCHIATRIC SERVICES RFP

## I. INTRODUCTION

The State of Delaware's Department of Services for Children, Youth and Their Families (DSCYF) is soliciting proposals from licensed medical practitioners specializing in the practice of Psychiatry to provide psychiatric services in a residential mental health treatment center and in staff secure and secure care juvenile justice settings. DSCYF anticipates a five years contractual relationship as a result of this RFP process. Contracts may be subject to annual renegotiation and renewal within this period, contingent upon satisfactory performance and availability of funds. **Respondents to this RFP may bid to provide services for the identified programs at a specific site, a group of sites or the entire array of sites.**

## II. BACKGROUND

The Department of Services for Children, Youth and Their Families (DSCYF) is a Cabinet level department in Delaware whose mission is to provide integrated services to children, youth and their caretakers. DSCYF provides services through the Division of Youth Rehabilitative Services (YRS) to youth who have been involved in the legal system; through the Division of Family Services (DFS) to youth who have been abused, neglected or are dependent; and through the Division of Prevention and Behavioral Health Services (DPBHS) to youth who are mentally ill, emotionally disturbed or who are abusing alcohol or other drugs.

DSCYF is committed to provide services within a *System of Care* framework that requires service providers and DSCYF staff alike to work together. Services should be child-centered and family-focused, offered in the community whenever possible.

The Department operates three service divisions, each of which has a specific legal mandate to provide certain aspects of treatment/intervention for Delaware's children, youth and families, as follows:

- The Division of Family Services (DFS) is mandated to provide child protective, placement, treatment, prevention, adoption and related services for abused, neglected and dependent children and adolescents, and their families;
- The Division of Youth Rehabilitative Services (DYRS) is mandated to provide habilitation and rehabilitation services for adjudicated youth;
- The Division of Prevention and Behavioral Health Services (DPBHS) is mandated to provide a comprehensive continuum of prevention, mental health and substance abuse treatment services for children, youth and their families.

**The Division** - The mission of the Division of Prevention and Behavioral Health Services is to develop and support a family-driven, youth-guided, trauma-informed prevention and behavioral health system of care. In this context, DPBHS provides a comprehensive continuum of demonstrably effective treatment services to mentally ill, emotionally disturbed, and substance abusing children and youth who are under the age of eighteen years, in the least restrictive and most community-based environment that is clinically appropriate. All clients are treated within the context, and with the involvement of their biological and/or surrogate families. DPBHS services are, for the most part, voluntary. The parent or guardian of the child must give written, voluntary, informed consent for a child or adolescent to be treated. DPBHS requires providers to work toward the full involvement of parents and caretakers in treatment, whenever this is possible. Many DPBHS clients also receive services from the other two Divisions, and interdivisional service teams work together to coordinate and unify the efforts of each Division with respect to those clients.

- **Care Assurance** - The DPBHS Clinical Services Management Unit provides Care Assurance for all youth receiving behavioral health treatment services through DPBHS. Each youth is assigned to a Clinical Services Management Team (CSMT), headed by a licensed behavioral healthcare professional. After reviewing information about the youth from family, school and other behavioral health care providers, the CSMT applies DPBHS clinical criteria to determine the clinically necessary level of care. The CSMT monitors the youths' progress on an ongoing basis while in treatment, consults with the

provider about treatment, and is responsible for taking the lead in discharge planning, and continuity of care. Clinical necessity determines the youth's length of stay in a program. The CSMT implements the Division's goal of providing clinical care in the least restrictive level that meets the youth's clinical needs and safety concerns.

Providers at all levels of the DPBHS continuum are expected to work closely with the CSMT assigned to each client.

**Accreditation** - DPBHS maintains accreditation by the Commission of Accreditation of Rehabilitation Facilities (CARF) under Business and Services Management Network Standards

### **III. DPBHS OPERATED TREATMENT SERVICES**

**A. *Silver Lake Treatment Consortium*** - The Silver Lake Treatment Consortium (SLTC) operates in Middletown, Delaware under the jurisdiction of the Division of Prevention and Behavioral Health Services within the Department of Services for Children, Youth and Their Families.

The SLTC is comprised of three discrete treatment program components that function in a coordinated and integrated manner, providing two levels of treatment (residential and day treatment) and expressly designed to permit a seamless transition of youth from the residential components to the day treatment component, while retaining the same multi-disciplinary treatment team. The three program components are the Brenford Place Residential Treatment Center (RTC), the Middletown Manor Residential Treatment Center and the Silver Lake Day Treatment Program. The SLTC is currently accredited, independently of the DPBHS, by the Commission of Accreditation of Rehabilitation Facilities (CARF).

Each of the two residential treatment centers has a maximum capacity of eight beds. The Middletown Manor RTC serves males only. The Brenford Place RTC is co-educational, and can flexibly allocate six beds to clients of one gender and two to the other, depending upon service demand. The sixteen RTC residents attend the Silver Lake Day Treatment program, which also has the capacity to provide day treatment to eight additional clients residing in their own, or foster homes. RTC residents who progress in treatment can be "stepped down" to the day treatment component, allowing a graduated transition back to full community functioning, while retaining the same team of clinical and educational staff that worked with them during the residential phase of their treatment.

Each of the RTCs operates on a 24-hour-per-day basis, 365 days per year. The Silver Lake Day Treatment program provides educational and clinical services to RTC residents as well as to day treatment clients, and functions on a Monday through Friday schedule, in accord with the annual public school calendar. Direct care staff from all three programs work under the direction of clinical staff to create a unified therapeutic milieu based upon a behavior modification and social skills development program adapted from the Collaborative Problem Solving model and elements from the Boys Town Effective Skills Teaching model. Clinical staff function across program elements under the supervision of a doctoral level psychologist, and provide individual, group and family therapies. The psychiatric consultant works closely with the clinical staff and manages use of medication within the program. Nursing services are available on-site from 8:00 AM to 4:30 PM, Monday through Friday.

Clinical back-up coverage during the week for the RTCs is provided by clinicians assigned to each program site. Providing back-up coverage to them is the Clinical Director. The administrative team from each RTC program rotates back-up coverage (emergency clinical and administrative) for the weekends. During weekend coverage, the on-call administrator is available to be contacted at all times via cell phone. The consulting psychiatrist also provides on-call coverage for any issue that needs psychiatric input.

**B. *Terry Children's Center*** - The Terry Children's Center (TCC) operates in New Castle, Delaware under the jurisdiction of the Division of Prevention and Behavioral Health Services within the Department of Services for Children, Youth and their Families.

TCC is comprised of four discreet service levels: Residential, Day, Crisis Stabilization and Intensive Outpatient. Each of these services is located within the TCC facility. While movement between the RTC and

Day level services requires distinct admissions and discharges, the two services are designed to permit a seamless transition of youth from the residential components to the day treatment component, or vice versa, while retaining the same multi-disciplinary treatment team. Entry into the Crisis Stabilization Unit (CSU) is primarily governed by a separate agency which is responsible for crisis related services for the Division, though at times, a child receiving day services at Terry Center can be directly admitted to the CSU with the approval of the DPBHS Clinical Services Management Team (CSMT). Admission to the IOP program is managed by the Division's CSMTs. All TCC services are licensed under the jurisdiction of Delacare and are currently accredited, independently of the DPBHS, by the Commission of Accreditation of Rehabilitation Facilities (CARF).

The TCC RTC and CSU operate on a 24-hour-per-day basis, 365 days per year. The TCC Day Treatment program provides educational and clinical services to RTC residents as well as to day treatment clients, and functions on a Monday through Friday schedule, in accord with the annual public school calendar. Direct care staff from the RTC, Day and CSU levels work under the direction of an integrated leadership team comprised of clinical and operational staff to create a unified therapeutic milieu based upon a behavior modification and social skills development program adapted from the Collaborative Problem Solving model and elements from the Boys Town Effective Skills Teaching model. IOP services are primarily conducted in the homes and communities of the families being served and operate Monday through Friday. Psychiatric consultation for this service occurs within the TCC facility. Clinical staff function across program elements under the supervision of a doctoral level psychologist, and provide individual, group and family therapies. The psychiatric consultant works closely with the clinical staff and manages use of medication within the program. Nursing services are available on-site from 7:00 AM to 8:00 PM seven days a week.

Clinical back-up coverage during the week for the RTCs is provided by the Program or Clinical Director. The administrative team rotates back-up coverage (emergency clinical and administrative) for the weekends. During weekend coverage, the on-call administrator is available to be contacted at all times via cell phone. The consulting psychiatrist also provides on-call coverage for any issue that needs psychiatric input.

### **Type of Service**

By way of this Request for Proposals, DPBHS is seeking to contract for the psychiatric service component of the Silver Lake Treatment Center AND the Terry Children's Center. **Note that any current provider of this service must respond to this RFP if there is a desire to be considered for an contractual award for this service.**

The design of the service to be delivered under this RFP contemplates a team approach to providing psychiatric services at the Silver Lake Consortium and Terry Children's Center. The contracted psychiatrist must recognize the critical need for, and be committed to the coordination and integration of treatment efforts of all treatment agents employed by or under contract to the DEPARTMENT and involved with the clients authorized to receive services at the Consortium.

### **Target Population**

#### **Residential Services:**

Clients authorized by DPBHS to receive residential treatment at either SLTC or TCC must meet the published criteria for service level admission as indicated in the DPBHS Provider Manual

#### **Mental Health Criteria for Residential Treatment Centers (RTC)**

Residential Treatment Services offer 24 hour structure and supervision and provide safety and a context for intense individual, family, and milieu treatment services. The primary considerations for referral to RTC level of care include:

**I. Mental health problems (one required):** The client exhibits clearly identifiable mental health problems or symptoms such as mood disorders, significant anxiety disorders (e.g. PTSD), and/or self injurious behavior/ideation which:

- a) result in serious impairment in the client's functioning across settings including school, family, and community; or

- b) make it impossible for the client to self-regulate their behavior without 24 hour support and management by mental health professionals; or,
- c) create a high level of risk of direct injury to self or others without 24 hour supervision and therapeutic intervention by mental health staff.

**II. Least restrictive:** Twenty four hour inpatient hospitalization is not necessary, and the client has received outpatient treatment (including office or home based services, crisis intervention, and day treatment of partial hospitalization) and has not made progress, cannot reasonably be expected to make progress, or is regressing, or there is evidence that the client could not be safely be treated in any less restrictive level of care.

**III. Family participation:** Family members and/or significant others in the client’s support network (relatives, case managers, or mentors) will commit to regular participation in the treatment process and to the client’s return to the community.

- **TCC age range is 5 through 13 years.** (max RTC capacity = 10)
- **SLTC age range is 12 through 17 years.** (max RTC capacity = 16)

**Day Treatment Services:** Clients authorized by DPBHS to receive residential treatment at either SLTC or TCC must meet the published criteria for service level admission as indicated in the DPBHS Provider Manual.

#### **Mental Health Criteria for Day Treatment**

Day treatment services provide an intensive service and educational milieu facilitating a more successful adaptation to community and regular educational environments when 24 hour care and intensive psychiatric/medical monitoring are not necessary. Services are provided five (5) days a week. The primary considerations for referral and admission to Day Treatment level of care include:

**I. At least one of the following:**

- a) **Self harm:** The client within the last two years has made a significant suicide attempt or gesture and currently threatens self -harm or self -mutilation, especially in combination with a history of substance abuse, significant depression, borderline personality disorder, or other significant psychiatric conditions.
- b) **Danger to others:** The client has a serious psychiatric disorder such as psychosis, or major affective disorder and displays behavior related to the psychiatric condition that may result in serious physical assault, sexual assault, or fire setting, or other major harm to others.
- c) **Severe or Chronic Psychiatric disorder:** The client exhibits a psychiatric disorder such as major depression or chronic conditions that compromises functioning in multiple areas, and requires intensive psychotherapeutic intervention and/or a milieu that facilitates social skill development and reintegration into a regular community school environment.

**II. Least restrictive:** Twenty four hour inpatient hospitalization or RTC or partial hospital care is not necessary and outpatient treatment (including office or home based services, or crisis intervention) has been attempted or considered and the youth has not made progress, or cannot reasonably be expected to make progress.

**III. Family participation:** Family members and/or significant others, in the client’s support network (relatives, case managers, mentors) will commit to regular participation in the treatment process and to the client’s return to the community.

- **TCC age range is 5 through 13 years.** (max. capacity = 32)
- **SLTC age range is 12 through 17 years.** (max. capacity = 8)

**Crisis Stabilization Services:** Clients authorized by DPBHS to receive residential treatment at TCC must meet the published criteria for service level admission as indicated in the DPBHS Provider Manual.

**Crisis Intervention Stabilization Services**

A crisis bed is a substitute care setting that may be utilized for a period of time, generally not more than 72 hours, when substitute care will facilitate effective implementation of crisis intervention services. The primary considerations for referral and admission to this level of care are:

I. A crisis beds should not be used when other appropriate resources, e.g., extended family, are available to provide support and care.

II. The child would be at increased risk for hospitalization or other 24 hour care if the crisis bed is not utilized.

- **Age range is 5 through age 17 years.** (max. capacity = 6)

**Intensive Outpatient Services:** Clients authorized by DPBHS to receive intensive outpatient treatment through TCC clinical staff must meet the published criteria for service level admission as indicated in the DPBHS Provider Manual.

**Intensive Outpatient (IOP) Services**

Intensive Outpatient Treatment (IOP) is focused, professionally directed evaluation and treatment of at least three hours per week. It is designed for the client who needs intensive treatment including services at school, in the client's home, and in the community. The client can live at home and attend school or work during the day. Primary considerations for referral and admission to this level of care are:

I. Mental health problems that significantly compromise functioning.

II. Least Restrictive (one of the following required):

- a. Twenty four hour hospitalization, RTC or Day Treatment is no longer necessary and more intensive services than outpatient are required, or
- b. The client has received lower intensity outpatient treatment and has not made progress, cannot reasonably be expected to make progress, is regressing in outpatient treatment, or is not likely to benefit from outpatient treatment.

III. Family Participation: Family members or, in exceptional cases, significant others, in the client's support network (relatives, case managers, mentors) will commit to regular participation in the treatment process and to maintaining the client in the community.

- **Age range is 5 through 17 years** (max. capacity north is 20 and south is 8).

**C. Psychiatric Service Provider Specifications**

The CONTRACTOR must have:

- a current license issued by the State of Delaware to practice medicine;
- a current Delaware business license at the time of contract signature, but not to bid
- experience with children and adolescents in a residential treatment setting with a behavioral treatment focus (preference will be given to psychiatrists who demonstrate experience with children/adolescent/family assessment and treatment)
- propose back-up coverage during unavailability of primary contractor
- Board eligible or Board certified in child and adolescent psychiatry;

- OR -

- Advanced Practice Psychiatric Nurse Practitioner, with specialization in Child & Adolescent Psychiatric & Mental Health Clinical Nurse Specialist
    - This practitioner must have active collaborative agreement on file with a Delaware-licensed physician (in accordance to the Delaware Division of Professional Regulations).
- \* Please note: Tele-medicine is an option for consideration in this RFP, but the preference remains to be direct, on-site service delivery\**

The CONTRACTOR may also be required to:

- comply with the State of Delaware and DSCYF User Access and other information systems policies with regard to use of State computer systems
- utilize the DSCYF case management system including entry of all medical orders
- be a member of the Delaware Health Information Network (DHIN) to facilitate collaboration and communication with primary care and other physicians
- utilize an approved e-scripts service for orders of prescribed medications for clients being served under the negotiated contract

#### E. Scope of Service

##### Silver Lake Treatment Consortium (SLTC)

- On-site services. A schedule will be mutually agreed upon by the CONTRACTOR and the SLTC Program Director. Scheduled time at the SLTC must be in blocks of no less than two hours in duration. No more than one (1) hour per week of service is to be provided off-site, with the exception of specially scheduled meetings. Generally the schedule will include service of 7.0 hours weekly. Annual total hours will be 364 hours distributed over the course of the fifty-two (52) weeks. **DSCYF is seeking 2 contractual service providers at this location.**

- Primary functions and responsibilities. Primary functions and responsibilities include, but are not limited to:

⇒ Psychiatric Assessments: Psychiatric examinations and evaluations will be provided as needed, based on referrals and consultations with facility psychologists, administrators and contracted medical staff. Evaluations must be legible and completed in a timely manner. There must be a separate diagnostic section which identifies all five axes, including those that are deferred. Diagnoses must be compatible with those listed in the DSM-IV TR, and must be congruent with the clinical information presented. The justification for each Axis I and II diagnosis must follow and identify the diagnostic criteria outlined in the DSM-IV TR.

⇒ Medication Evaluation and Monitoring: The CONTRACTOR will provide medication evaluation and written orders for the administration and dispensation of all prescribed medication. Medication management must document that informed consent has been obtained from the legal guardian.

Informed consent must include the elements of the potential benefit and side effects of the proposed psychotropic medication and alternatives treatments. Documentation must identify target symptoms for each proposed medication. There must be documentation of a plan to monitor medication for side effects and benefits, and for ordering and monitoring laboratory testing.

⇒ Consultation. The CONTRACTOR will provide consultation to facility administrators and clinical staff to improve treatment outcomes and/or to enhance staff skills and competencies in behavior management and treatment. The CONTRACTOR shall also routinely confer with the facilities' designated responsible physician(s) or his/her designee(s) regarding the medication program for youth who are patients of the CONTRACTOR.

- Telephone Consultation. The CONTRACTOR will be available for telephone consultation in the event of a psychiatric emergency.
- Psychiatric Coverage. The contracted psychiatrist will ensure agreed upon hours/day of psychiatric services are covered during his/her absence due to vacation or extended illness. The psychiatrist providing coverage must have expertise in treating adolescents.

- Maximum Service Hours for each Position. Three hundred sixty-four (364) hours of service shall be distributed on a weekly basis, over the course of the fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule. Attendance at monthly SLTC team meetings outside of regularly scheduled hours will be compensated for a maximum of twelve (12) meetings annually, not to exceed two hours in duration each. Total number of hours = 388.

### Terry Children's Center (TCC)

- On-site services. A schedule will be mutually agreed upon by the CONTRACTOR and the TCC Program Director. Scheduled time at the TCC must be in blocks of no less than two hours in duration. No more than one (1) hour per week of service is to be provided off-site, with the exception of specially scheduled meetings. **DSCYF is seeking one or more contractual service providers at this location.**
- Primary functions and responsibilities. Primary functions and responsibilities include, but are not limited to:
  - ⇒ Psychiatric Assessments: Psychiatric examinations and evaluations will be provided as needed, based on referrals and consultations with facility psychologists, administrators and contracted medical staff. Evaluations must be legible and completed in a timely manner. There must be a separate diagnostic section which identifies all five axes, including those that are deferred. Diagnoses must be compatible with those listed in the DSM-IV TR, and must be congruent with the clinical information presented. The justification for each Axis I and II diagnosis must follow and identify the diagnostic criteria outlined in the DSM-IV TR.
  - ⇒ Medication Evaluation and Monitoring: The CONTRACTOR will provide medication evaluation and written orders for the administration and dispensation of all prescribed medication. Medication management must document that informed consent has been obtained from the legal guardian.
 

Informed consent must include the elements of the potential benefit and side effects of the proposed psychotropic medication and alternatives treatments. Documentation must identify target symptoms for each proposed medication. There must be documentation of a plan to monitor medication for side effects and benefits, and for ordering and monitoring laboratory testing.
  - ⇒ Consultation. The CONTRACTOR will provide consultation to facility administrators and clinical staff to improve treatment outcomes and/or to enhance staff skills and competencies in behavior management and treatment. The CONTRACTOR shall also routinely confer with the facilities' designated responsible physician(s) or his/her designee(s) regarding the medication program for youth who are patients of the CONTRACTOR.
    - *Telephone Consultation.* The CONTRACTOR will be available for telephone consultation in the event of a psychiatric emergency.
  - ⇒ Psychiatric Coverage. The contracted psychiatrist will ensure agreed upon hours/day of psychiatric services are covered during his/her absence due to vacation or extended illness. The psychiatrist providing coverage must have expertise in treating adolescents.
- Maximum Service Hours. There are a total of 44 services hours needed weekly for all available services in the TCC consortium.
  - ❖ Crisis bed and IOP North consists of up to 20 hours weekly
  - ❖ Residential treatment up to 10 hours weekly
  - ❖ Day Treatment up to 10 hours weekly
  - ❖ IOP South up to 4 hours weekly
- Bids for Psychiatric services specifically for Terry Children's Center will not be accepted for any less than 10 hours of service delivery, except for coverage specific to the IOP South program.

#### **IV. JUVENILE JUSTICE – SECURE AND STAFF SECURE CARE**

*The Division* - The Division of Youth Rehabilitative Services (DYRS) operates a continuum of residential services within the State of Delaware ranging from staff secure residential programs to secure care detention and training school facilities that provide residential programs for pre-delinquent and adjudicated youth, respectively. The Division of Prevention and Behavioral Health Services is responsible for managing the provision of clinical services within these programs. DYRS is required to provide comprehensive health care services for the youth while they are in residence.

Each of the secure care programs is fully accredited by the American Correctional Association.

##### **A. Type of Service**

By way of this Request for Proposals, the Division of Prevention and Behavioral Health Services is seeking to contract for the psychiatric service component of the Division of Youth Rehabilitative Services' secure care and staff secure programs within the state. These programs are: Ferris School, New Castle County Detention Center, Stevenson House Detention Center, Grace Cottage, Snowden Cottage, and Mowlds Cottage. Ferris School, New Castle County Detention Center and Stevenson House Detention Center are locked, secure care programs while Grace Cottage, Snowden Cottage, and Mowlds Cottage are staff secure programs. Note that any current provider of this service must respond to this RFP if there is a desire to continue to provide this service.

The design of the service to be delivered under this RFP contemplates a team approach to providing psychiatric services. The contracted psychiatrist must recognize the critical need for, and be committed to the coordination and integration of assessment and treatment efforts of all treatment agents employed by or under contract to the DEPARTMENT and involved with the clients authorized to receive psychiatric services.

##### **B. Programs/Target Populations**

- **New Castle County Detention Center**, 963 Centre Road, Wilmington, Delaware 19805: 64 bed capacity facility; male and female adolescents; typically between the ages of 13 to 18 years old; provides short term secure care detention for pre-adjudicated youth who are awaiting court dispositional/trial hearings and non-programmed longer term, variable length of stay for adjudicated youth who are awaiting alternate placements.
- **Stevenson House Detention Center**, 700 N. DuPont Hwy, Milford, Delaware 19963: 55 bed capacity facility; male and female adolescents; typically between the ages of 13 to 18 years old; provides short term secure care detention for pre-adjudicated youth who are awaiting court dispositional/trial hearings and non-programmed longer term, variable length of stay for adjudicated youth who are awaiting alternate placements.
- **Ferris School**, 959 Centre Road, Wilmington, Delaware 19805: 72 bed capacity facility; male adolescents only, typically between the ages of 13 and 18 years old, adjudicated delinquent population with rehabilitation programming anticipated to not to exceed six (6) months.
- **Grace Cottage**: 1825 Faulkland Road, Wilmington, Delaware 19805: 14 bed capacity; staff secure residential care program for adjudicated females ages 12 to 18 years of age. All youth admitted to the program are assigned a Family Crisis Therapist (FCT) who conducts comprehensive home assessments and facilitates individual and family counseling sessions. The FCT works closely with the program psychologist, probation officers, educational staff and treatment specialist staff to ensure the implementation of a child focused system of care. The program shares a full time psychologist with Snowden Cottage and Mowlds Cottage. The psychologist works closely with the contracted psychiatrist to evaluate medication and mental health service needs of the youth. Length of stay in this program is 90 days.
- **Snowden Cottage**: 1825 Faulkland Road, Wilmington, Delaware 19805: 15 bed capacity facility; for adjudicated males ages 12 to 18 years of age with a. All youth admitted to the program are assigned a

Family Crisis Therapist (FCT) who conducts comprehensive home assessments and facilitates individual and family counseling sessions. The FCT works closely with the program psychologist, probation officers, educational staff and treatment specialist staff to ensure the implementation of a child focused system of care. The program shares a full time psychologist with Grace Cottage and Mowlds Cottage. The psychologist works closely with the contracted psychiatrist to evaluate medication and mental health service needs of the youth. Length of stay in this program is 90 days.

- **Mowlds Cottage:** 1825 Faulkland Road, Wilmington, Delaware 19805: a 16 bed capacity facility; for adjudicated males ages 12 to 18 years of age; serves as a transition program for youth releasing from Ferris School as well as a direct commitment facility for youth on aftercare who have acquired new adjudications. The program shares a full time psychologist with Grace Cottage and Snowden Cottage. The psychologist works closely with the contracted psychiatrist to evaluate medication and mental health service needs of the youth. Length of stay is 6 weeks.

### C. **Psychiatric Service Provider Specifications**

The CONTRACTOR must have:

- a current license issued by the State of Delaware to practice medicine;
- a current Delaware business license at the time of contract signature, but not to bid
- experience with children and adolescents in a residential treatment setting with a behavioral treatment focus (preference will be given to psychiatrists who demonstrate experience with children/adolescent/family assessment and treatment)
- propose back-up coverage during unavailability of primary contractor
- Board Eligible or Board Certified in general psychiatry; OR Board eligible or Board certified in child and adolescent psychiatry;
  - OR-
- Advanced Practice Psychiatric Nurse Practitioner, with specialization in Child & Adolescent Psychiatric & Mental Health Clinical Nurse Specialist
  - This practitioner must have active collaborative agreement on file with a Delaware-licensed physician (in accordance to the Delaware Division of Professional Regulations)

The CONTRACTOR may also be required to:

- comply with the State of Delaware and DSCYF User Access and other information systems policies with regard to use of State computer systems
- utilize the DSCYF case management system including entry of all medical orders
- be a member of the Delaware Health Information Network (DHIN) to facilitate collaboration and communication with primary care and other physicians
- utilize an approved e-scripts service for orders of prescribed medications for clients being served under the negotiated contract

*\* Please note: Tele-medicine is an option for consideration in this RFP, but the preference remains to be direct, on-site service delivery\**

### D. **Scope of Service**

- **Primary functions and responsibilities.** Primary functions and responsibilities include, but are not limited to:
  - ⇒ *On-site services at the facilities.* This contract will provide for services primarily at each of the identified programs sites. The bid may be for an individual facility or all of the facilities. Services shall be provided on-site in accordance with a schedule that is mutually agreed upon by the psychiatrist, the Administrator of each individual facility, and the DCMHS Director of Clinical Services Management.
  - ⇒ **Psychiatric Assessments:** Psychiatric examinations and evaluations will be provided as needed, based on referrals and consultations with facility psychologists, administrators and contracted medical staff.

Evaluations must be legible and completed in a timely manner. There must be a separate diagnostic section which identifies all five axes, including those that are deferred. Diagnoses must be compatible with those listed in the DSM-IV TR, and must be congruent with the clinical information presented. The justification for each Axis I and II diagnosis must follow and identify the diagnostic criteria outlined in the DSM-IV TR.

- ⇒ Medication Evaluation and Monitoring: The CONTRACTOR will provide medication evaluation and written orders for the administration and dispensation of all prescribed medication. Medication management must document that informed consent has been obtained from the legal guardian.

Informed consent must include the elements of the potential benefit and side effects of the proposed psychotropic medication and alternatives treatments. Documentation must identify target symptoms for each proposed medication. There must be documentation of a plan to monitor medication for side effects and benefits, and for ordering and monitoring laboratory testing.

- ⇒ Consultation. The CONTRACTOR will provide consultation to facility administrators and clinical staff to improve treatment outcomes and/or to enhance staff skills and competencies in behavior management and treatment. The CONTRACTOR shall also routinely confer with the facilities' designated responsible physician(s) or his/her designee(s) regarding the medication program for youth who are patients of the CONTRACTOR.

- *Telephone Consultation*. The CONTRACTOR will be available for telephone consultation in the event of a psychiatric emergency.

- ⇒ *Psychiatric coverage*. The CONTRACTOR will ensure agreed upon hours/days of psychiatric services are covered during his/her absence due to vacation or extended illness. The person providing coverage must have expertise in treating adolescents.

- ⇒ *Maximum service hours and distribution of service hours for each program are as follows*:

- a) Ferris School: There are a maximum of 208 hours of psychiatric service for Ferris School. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.
- b) New Castle County Detention Center and the cottages:
  1. New Castle County Detention Center - There are a maximum of 416 hours of psychiatric service for New Castle County Detention Center. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.
  2. Grace Cottage: There are a maximum of 104 hours of psychiatric service for Grace Cottage. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.
  3. Snowden Cottage: There are a maximum of 104 hours of psychiatric service for Grace Cottage. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.
- c) Stevenson House Detention Center: There are a maximum of 260 hours of psychiatric service for Stevenson House Detention Center. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.

## V. CONTRACT PERIOD, FUNDING AND PAYMENT TYPE:

### A. Contract Period and Payments

Contracts awarded to the contractor(s) selected as a result of this RFP process will be written for one or more year at the Department's discretion. Renewal contract periods will also be for one or more years contingent upon satisfactory performance of the contractor and the availability of funds.

### B. Initial Contract Period

The first contract period will encompass Fiscal Year 2014, and will begin July 1, 2013.

**C. Unit Cost Contracts**

Each contract awarded will be a “unit cost contract”, with a specific dollar amount payable to the contractor by DPBHS for each unit of service (hour of treatment) provided. 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.

**VI. CONTRACT PERFORMANCE MEASURES:**

As one determinant of the decision to renew a contract award, the Division will measure and assess the performance of contracted treatment programs along the following dimension:

**A. Contract Deliverables**

The Division will track timely completion of documentation, timely response to telephone calls, participation as a team member in the provision of services, and adhering to an agreed upon work schedule.

**VII. REQUIRED PROPOSAL CONTENT:**

Providers responding to this Request for Proposals must provide enough information to address each review criteria listed in section **IX. EVALUATION REQUIREMENTS AND PROCESS** in appendix A as well as the required forms/documentation listed in **APPLICATION FORMS/DOCUMENTATION** of appendix A.

**Note:** If the bidder is an agency, as opposed to an individual psychiatrist, the information provided should be specific to the individual psychiatrist identified by the agency to provide the services described in this proposal. If the agency proposes to hire a psychiatrist to provide the services described, then the agency should set forth the job qualifications that they will establish for the psychiatrist to be hired.

**VIII. SELECTION OF PROVIDERS:**

**A. Initial Selection Process:**

All proposals will be evaluated by a Proposal Review Panel who will seek to identify those individuals that are most qualified and of particular interest to either the Division of Prevention and Behavioral Health Services or the Division of Youth Rehabilitative Services. Licensing status, expertise and experience in treatment of the target population, and cost are paramount factors in making this identification. Proposals are expected to stand on their own as written without expectation of requests for clarification by DSCYF. Bidders not meeting the mandatory requirements will not be considered further. More than one provider of services to a particular target population may be selected for further consideration and contract negotiations.

**B. Proposal Review Panel:**

The selection panel will be comprised of at least one of each of the following: a facilitator from the Contracting Office of the Division of Management Support Services, one or more content specialists for the specific type of service being provided, a DPBHS Program Administrator and a DYRS Program Administrator.

**C. Contract Negotiations:**

Bidders selected via the process described above will be engaged by the Division of Prevention and Behavioral Health in contract negotiations. Pending successful negotiation, a contract will be awarded beginning July 1, 2013.

**D. Criminal Background Check:**

Pursuant to 31 Del.C. section 309, CONTRACTOR psychiatrists awarded a contract resulting from this RFP are required to pass a criminal background check (state and federal).

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, record since the offenses, and responsibilities of the CONTRACTOR staff.

In addition, all CONTRACTOR psychiatrists 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.

**E. Former and Current State Employees:**

To insure 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 DPBHS employees who respond to this RFA, also contact Janet Wright, Esq. (302-739-2399), attorney for the Delaware Public Integrity Commission. Ms. Wright 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. State Employees wishing to retire in order to provide these services should contact the Pension Office for guidance.

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>

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 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. Binding, color graphics and extensive attachments are unnecessary.

To be considered, vendors 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.

Vendors may be called, only at the discretion of DSCYF, 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](mailto: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](http://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 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 number of points as stated in this Section for each weighted 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. The criteria below shall be used by the proposal review committee to review proposals. Each criterion will be rated on a scale of 1-5. Applicants 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 and Weight for this RFP**

Summary of Key Qualifications, Experience and Clinical Specializations

**ALL bidders must meet the mandatory criteria listed on pages 7 and/or 11 to be considered further.**

#### **1. Credentialing (10%):**

- Please submit a resume of professional education

- Submit copies of credentials and licenses held;
  - Length of time licensed;
  - Report any disciplinary or corrective action taken against you at any time during the last three years by licensing or regulatory authorities;
  - **Professional Background Report** - Provide one copy your professional background report from the National Practitioner Data Bank
2. **Experience working with children & adolescence in a mental health setting (25%)**  
Submit documentation demonstrating each of the following:
    - a. # of years with direct service experience in a Residential Treatment Center setting
    - b. # of years with direct service experience in an Inpatient Hospital setting
    - c. # of years working with children (0-13)
    - d. # of years working with adolescents (13 and over)
    - e. # of years working in residential mental health treatment programs for children and adolescents which have a behavioral treatment focus
  3. **Experience working with children & adolescents in a juvenile justice residential setting (15%)**
    - Submit documentation demonstrating your experience with the juvenile justice population
  4. **Back-up Coverage for Absences (20%)**
    - Please identify your plan to provide back-up coverage for regularly scheduled work periods during which you must be absent due to illness, vacation, etc.
    - Demonstrate your ability to provide consultation on an emergency basis 24 hours a day, 7 days a week
  5. **Experience, Reputation and Demonstrated Ability (10%)**
    - **Work History with DSCYF** – Submit documentation of each discrete Division of Prevention and Behavioral Health Services treatment program or Division of Youth Rehabilitative Services program you have worked with, including specialty tracks within programs
    - **Work History with Other State of Delaware Agencies** – Submit documentation of each contractual agreement with State of Delaware agencies other than DSCYF for the past 3 years
    - **Work Sample** - Please submit a copy of a recent psychiatric assessment of an adolescent prepared by you, with suitable editing to remove all client identifying information.
  6. **Proposed Cost per Hour of Service (20%)**
    - **Hourly Rate**- Please specify the hourly rate for which you are willing to provide the professional psychiatric services described herein

## **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 of the Proposal Procedures and the Required Information Sections of 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:

- o Reject any and all proposals received in response to this RFP
- o Select for contract or for negotiations a proposal other than that with the lowest costs
- o Waive or modify any information, irregularities, or inconsistencies in proposals received
- o 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
- o Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- o 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
- o 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 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. By the time of contract signature, 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 because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.
    - b. Property Damage Liability -All sums which the company shall become legally obligated to pay as damages because of injury 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/DOCUMENTATION**

Each applicant shall submit the following items some of which are included in this RFP while others will need to be provided by the bidder:

- o Organization Fact Sheet (included)
- o Assurances (included)
- o Certification, Representation, and Acknowledgements (included)
- o Proposed Unit Cost (included at the bottom of the *Organizational Fact Sheet*)
- o Documentation necessary to meet each evaluation criteria
- o Each organization/applicant is required to submit **one (1) ELECTRONIC** copy of its last full fiscal year's tax filing or audit. Non-profits must submit one copy of last year's I.R.S. Form 990.

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

## **BUDGET SECTION**

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

**All costs proposed 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 the procedures delineated therein.
  - 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.
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 agrees to assist the department in its efforts to recover Federal funds by providing such information as enumerated below:
  - a. Proof of licensure, certification, accreditation, etc. or other information as may be necessary to support enrollment in the Delaware's Medical Assistance Program.
  - b. If applicable, a list of the usual and customary charges charged to other purchasers of service 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. Documentation related to substantiating the provision of services to individual children.
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 CONTRACTOR's receipt of a Purchase Order, approved by the Department of Finance. 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: Psychiatric Services

Please indicate below where you propose providing services:

All PBHS Sites \_\_\_\_\_ OR individual locations indicated below:

Brenford \_\_\_\_\_ Middletown Manor \_\_\_\_\_ Silver Lake \_\_\_\_\_

All DYRS \_\_\_\_\_ OR individual locations indicated below:

Stevenson \_\_\_\_\_ NCCDC \_\_\_\_\_ Ferris \_\_\_\_\_ Grace \_\_\_\_\_ Snowden \_\_\_\_\_ Mowlds \_\_\_\_\_

CORPORATE INFORMATION
Corporation Name: _____
Home Office Address: _____ _____
Contact Person: _____
Home Office Phone #: _____
Cell Phone #: _____
E-mail Address: _____

BIDDING OFFICE INFORMATION (IF DIFFERENT)
Name: _____
Address: _____ _____
Contact Person: _____
Contact Phone #: _____
Cell Phone #: _____
E-mail address: _____

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

Proposed Psychiatry Hourly Rate: \_\_\_\_\_

A Delaware Business License is not required to bid, but is required at 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 Health Care Finance Administration.

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.

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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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