State of Delaware

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS #CYF14-01

This RFP is being bid under Title 29 Section 6981 of the Delaware Code

DESCRIPTION

Division of Prevention and Behavioral Health Services

Residential Treatment Services

For children with mental health, substance use, and co-occurring disorders

BIDDERS' CONFERENCE: Wednesday March 12, 2014 @ 9:30 a.m.
PROPOSALS DUE: BY 2:00 PM WEDNESDAY APRIL 23, 2014

The RFP schedule is as follows:

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@state.de.us by COB April 14, 2014 to ensure a response prior to proposal due date. Questions may also be submitted by email for a response at the bidders' conference.

Wednesday Mar 12, 2014 @ 9:30 a.m. ET

A **non-mandatory** bidders' conference will be held on **Wednesday, March 12, 2014, at 9:30 a.m.** at DART First State 119 Lower Beech Street, 2nd floor Auditorium, Wilmington, DE 19805. Parking available. Allow time to sign-in at the front desk.

Sealed cover letter and proposals shall be submitted as follows:

Wednesday, Apr 23, 2014 by 2:00 PM ET

Please submit 1 original proposal marked "ORIGINAL". Please submit 10 copies or your proposal (marked COPY). Please submit **1 electronic copy of your cover letter and proposal on CD, DVD or flash drive.**

Sealed cover letter and proposals **must** be **delivered by 2:00 PM ET on April 23, 2014.**

Letters and proposals arriving after 2:00pm ET will be rejected.

You are encouraged to double-side copy/print your proposals.

DELIVERY:

Express Courier or hand deliver the sealed bids as follows:

State of Delaware
Ryan Bolles, Grants and Contracts
1825 Faulkland Road
Wilmington, DE 19805

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

State of Delaware
Ryan Bolles, Grants & Contracts
1825 Faulkland Road
Wilmington, DE 19805

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

As soon as possible

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

As soon as possible

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

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RESIDENTIAL TREATMENT SERVICES
Request for Proposals

I. INTRODUCTION

The Delaware Department of Services for Children, Youth and their Families' (DSCYF) Division of Prevention and Behavioral Health Services (DPBHS) is committed to providing a fully integrated behavioral health system for children and families striving to fulfill our vision: "*Resilient Children and Families living in Supportive Communities."* DPBHS's goal is to achieve better and more sustainable positive outcomes for children and families as stated in its missions: "*To develop and support a family-driven, youth-guided, trauma-informed prevention and behavioral health system of care."* The objective of this Request for Proposals (RFP) is to increase accessibility to local high quality effective residential mental health and substance abuse treatment services for children in collaboration with families and service partners.

DPBHS is interested in improving in-State local capacity of residential treatment services to serve the target populations identified in this RFP. DPBHS seeks bids for residential treatment services with the following features:

1. A program model supporting trauma-informed care environments that are focused on strengthening connections to the family and community.
2. Use of appropriate evidence-based clinical practices that are responsive to the individual child and family's complex social, emotional, and psychological needs, and that are supportive of educational success.
3. Family intervention and counseling services designed to help families develop and sustain behavior management skills.
4. Supports strong integration and continuity of out-of-home behavioral health services with services delivered in the home and community settings.
5. Identifies and coordinates available community resources to support the diverse needs of all youth and families served.
6. Has capacity to 'right-size' the range and scope of services available to meet prevailing and future demographic and treatment trends.
7. Offers strong and diverse service capacity to serve children that are currently referred to out-of-state residential service settings.

This is a non-binding RFP. Distribution of this RFP does not guarantee that DSCYF will fund any proposals, or any element of proposals that are received. DSCYF anticipates that successful bidders might anticipate one to three year contracts, if funded as a result of this RFP process. Contracts are subject to annual renegotiation and renewal within this period, contingent upon satisfactory performance and availability of funds. Prospective Residential Treatment Service Providers may bid on services for one or multiple of the populations described in this RFP. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

II. BACKGROUND INFORMATION

DSCYF is the primary public provider of children's services including: child welfare, juvenile justice, and child mental health and substance abuse (behavioral health) services. DPBHS is the State's Child Mental Health Authority and provides statewide prevention, early intervention, and mental health and substance abuse services. Below provides a brief overview of the Division and its services:

- Established pursuant to TITLE 29, State Government, Departments of Government, CHAPTER 90 DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES; § 9006;
- Responsible for the provision, planning, coordination, contracting, managing, and monitoring of Delaware's system of public mental health and substance abuse prevention, early intervention and treatment services for children and youth;
- Operates as a statewide, national accredited public managed care entity to deliver comprehensive behavioral health services to children who are enrolled in Medicaid, the Children's Health Insurance Program Delaware Health Children Program, are uninsured, or have exhausted the behavioral health benefits in their private insurance coverage). Through the State's 1115 Medicaid waiver, children who are enrolled in Medicaid/CHIP receive up to 30 units of outpatient services through the Medicaid contracted Managed Care Organizations. DPBHS offers an appropriate level of services once these benefits have been exhausted, or if a child requires more intensive services;
- Provides a continuum of behavioral health treatment services through a network of service providers, including an array of levels of care: crisis intervention, outpatient, intensive home-based outpatient treatment, part day treatment, day treatment, individual residential treatment, facility-based residential treatment and psychiatric day and inpatient hospital treatment (see Appendix XI-1 for complete list of DPBHS services);
- Accredited under the Commission on Accreditation of Rehabilitation Facilities (CARF) (2007 through 2016);
- Funds residential and community-based mental health and substance use treatment services through a line item budget allocated as part of the State of Delaware Annual Budget;
- Manages the Federal Substance Abuse and Mental Health Services Administration's (SAMHSA) Mental Health and Substance Use Block Grant funds for children's services and has successfully competed for $24.5M6 in external funds (including several SAMHSA grants) over the past 11 years to expand access to Delaware children and their families and to institute and disseminate the use of evidence-based treatments, such as Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Parent Child Interaction Therapy (PCIT), Trauma and Grief Component Therapy for Adolescents, Early Childhood Mental Health Consultation, and Lifelines Suicide Prevention Training;
- Provides direct client care assurance using Clinical Services Management Teams, which are each led by a licensed behavioral health professional. The team supports shared decision making with clients and their families (or client representatives), determine medical necessity, authorize treatment, facilitate children/families selection of service provider(s), monitor clinical progress in treatment, conduct comprehensive discharge

planning, and arrange and manage transitions across providers, levels of care or discharge from the system;

- Provides early intervention services to children in Kindergarten through Fifth grade and behavioral health consultants in Middle Schools (grades 6 – 8);
- Supplements community based services State-wide through funding for after-school extended hours programming;
- Provides prevention services through universal and selective programs to families and targeted children and youth populations in areas including substance abuse, anti-bullying, and suicide awareness, and
- Uses a *System of Care* approach which is based on the recognition that the needs of children can best be met within their home, school, and community, and that families and youth should be a driving force in the decisions about the services they receive and the system in which services are delivered. DPBHS and its contracted Providers endorse a System of Care model, which values a family-driven, youth-guided strength-based, culturally competent, and individualized approach to behavioral health services.

Clinical Services Management Team

All DPBHS clients are assigned to a Clinical Services Management Team (CSMT). Residential treatment service providers are expected to work collaboratively with the client's CSMT. CSMT manages and facilitates the client's transitions between providers and levels of care within the continuum. The results of the client's initial behavioral health assessment, other bio psychosocial evaluative information, DSCYF's Mental Health Criteria for Services and/or the American Society for Addiction Medicine (ASAM) Criteria are used to establish clinical necessity for services, including the level of service and length of stay.

CSMT's service decisions are made on an individual and case-by-case basis using bio-psychosocial information from various resources. If clinically appropriate, referrals to residential treatment services are completed by the client's CSMT. Residential treatment service providers are also expected to work with the CSMT and other treatment service providers within the behavioral health continuum to effect service transitions. This collaborative approach is particularly important with DPBHS' acute care services (Child Priority Response / mobile crisis, and Inpatient Psychiatric Hospitals), and with community-based non-residential treatment services.

Proposals must clearly describe expected outcomes of successful treatment intervention for the proposed services. Positive outcome measures may include, but are not limited to, increased tenure at home, school, and/or other settings, improved academic performance, increased satisfaction with services, decreased lengths of stays and/or reduced facility-based utilization and absence of criminal activity. As with all elements of this RFP, DSCYF is interested in creative approaches that may differ from residential approaches previously used in our State.

Evidence-Based Practices

Responses are expected to propose the use of evidence-based and/or innovative approaches to residential treatment services which are supported by empirical literature and align with the system of care core values: to provide care that is youth-guided and family-driven, community-based, and culturally competent using evidence-based practice(s). The RFP responses are

expected to demonstrate the Provider's ability and experience with evidence-based clinical interventions and practices that have been shown to effectively meet the diverse physical, emotional, cognitive, and behavioral needs of the children and their family in their local community or in close proximity.

Providers shall state the specific evidence-based clinical intervention(s) and practice(s) to be used in services proposed, how staff is trained in the evidenced-based practice proposed, and how staff skills are sustained in evidence-based practices. DPBHS has promoted and supported statewide use of evidence-based practices through the implementation of empirically supported practices and assessment tools such as those listed below (this is not a comprehensive list of best practices):

- **Trauma-Focused Cognitive Behavioral Therapy** (TF-CBT) is an evidence-based practice that has shown to be very effective with a family and child suffering from child traumatic stress resulting from sexual and/or physical abuse, neglect, witnessing violence or from a tragic incident or loss;
- **Parent-Child Interaction Therapy** (PCIT) is an effective therapy used with young children with disruptive, aggressive challenging behaviors that aims to improve the quality of parent-child relationships, increase pro-social behaviors in the child and improve parenting skills;
- **Child Assessment of Needs and Strengths** (CANS) is an assessment tool used to assess a youth's strengths, criminal/delinquent behavior, substance abuse, and other risk behaviors;
- **The Global Appraisal of Individual Needs** (GAIN) is a comprehensive and standardized bio psychosocial assessment tool to support initial screenings, referrals, clinical assessments, monitoring and program level assessment, evaluation and analysis.
- **American Society of Addiction Medicine** (ASAM) is a professional society dedicated to increasing access and improving the quality of addiction treatment. DPBHS uses the ASAM criteria for determining placement, continued stay, and transfer/discharge of clients with addiction and co-occurring conditions.

III. SCOPE OF SERVICES

DPBHS is interested in RFP responses that propose alternative or innovative approaches to providing the residential treatment services in its continuum. DPBHS seeks to procure local community-based residential treatment services for children ages 4 to 17 years with serious behavioral symptoms and mental health, substance use, or co-occurring (mental health and substance use) disorders. DPBHS provides a continuum of residential treatment services through its state-operated, in-state contracted and out-of-state contracted facilities. DPBHS' continuum of residential treatment services includes crisis bed, mental health residential treatment, substance abuse residential treatment, individualized residential treatment, respite care, and therapeutic group home services. **NOTE: Providers currently contracted with DSCYF to supply the aforementioned services in the state of Delaware must submit a proposal to be considered for a contract award as a result of this RFP.**

Residential treatment services represent the most restrictive levels of care in DPBHS' continuum of behavioral health care. Residential treatment services are required when a mental health or substance use condition impairs a child's ability to function in his or her home, school, community, or other social settings and/or when they pose a high level of risk of harm to others or themselves.

DPBHS seeks to provide residential treatment options for children statewide. DPBHS is not specifying required locations; however, it is expected that the proposed residential treatment services will be available to serve clients in their local community or within a close proximity. DPBHS seeks to provide an in-State continuum of residential services to include: residential crisis; respite; mental health, substance abuse and/or co-occurring residential treatment services; individualized residential treatment; and longer-term therapeutic group care environments.

IV. RESIDENTIAL TREATMENT SERVICES DATA

Data provided in this RFP is for planning purposes only. DPBHS cannot and does not guarantee future utilization or volume of business in any fiscal year. DPBHS intends to continue offering residential treatment services at its current State-operated facilities:

- Terry's Children Center (serves male and female ages 12 years and younger)
  - Residential Crisis Bed (6 beds)
  - Residential Mental Health (10 beds)
- Silver Lake Treatment Center (serves male and female ages 13 through 17 years)
  - Residential Mental Health (16 beds, 8 female, 8 male)

The charts below provide a brief summary of residential treatment services provided in Fiscal Year 2011, 2012, and 2013. The first chart provides unduplicated totals for all residential treatment services. The remaining three charts include the total clients served by service location; therefore, the totals may exceed the number of clients served due to movement between services and service locations.

Unduplicated Totals	← Units (Days) →			← Clients →		
	2011	2012	2013	2011	2012	2013
Crisis Bed, MH	1,860	2,119	1,954	250	279	264
Residential Treatment, MH	20,771	21,948	23,235	140	137	148
Residential Treatment, SA	2,147	2,349	2,582	59	59	62
Individualized Residential Treatment	2,601	1,120	1,029	12	7	6
Treatment Foster Home	365	366	276	1	1	1
Treatment Group Home	151	96	138	1	2	1
Respite	69	11	15	10	4	4

* The following totals are for service locations which includes duplicated clients.

State Operated	← Units (Days) →			← Clients →		
	2011	2012	2013	2011	2012	2013
Crisis Bed, MH	1,496	1,762	1676	189	186	188
Residential Treatment, MH	8,843	8,767	7813	82	75	64

In-State Contracted	← Units (Days) →			← Clients →		
	2011	2012	2013	2011	2012	2013
Crisis Bed, MH	364	357	278	69	105	81
Individualized Residential Treatment	2,601	1,120	1,029	12	7	6
Residential Treatment, MH	8,132	6,607	6,677	57	60	62
Respite	69	11	13	10	4	3

Out-of-State Contracted	← Units (Days) →			← Clients →		
	2011	2012	2013	2011	2012	2013
Residential Treatment, MH	3,796	6,574	8,745	27	42	57
Residential Treatment, SA	2,147	2,349	2,391	59	59	62
Treatment Foster Home	365	366	274	1	1	1
Treatment Group Home	0	68	138	0	1	1

Crisis Bed is a residential care setting intended for short-term utilization (up to 72 hours) to facilitate effective implementation of crisis intervention services. Residential Mental Health Treatment services provide a 24 hour supervised structured therapeutic environment with intense treatment services. Residential Substance Abuse Treatment services provide a 24 hour supervised structured therapeutic environment with intense substance abuse treatment services. Individualized Residential Treatment services provide specialized treatment in a home environment. Treatment Group Home services provide an alternative placement for teenagers with behavioral health disorders. Respite is a temporary opportunity to provide relief to the family or primary caregiver of a child in order to facilitate the family's ability to maintain the child or youth in their home and community.

Detailed descriptions of current DPBHS treatment services are included in APPENDIX IX – 1. Additional data on DPBHS residential services including client age, gender, and county of residence are provided in APPENDIX IX – 2.

V. RESIDENTIAL TREATMENT SERVICES TARGET POPULATIONS

DPBHS data divides the target populations for this RFP as follows: mental health clients served in in-State residential facilities, mental health clients served in out-of-state residential facilities, and substance abuse clients served in out-of-state residential substance abuse facilities. The population is also described in terms of current treatment services that are offered. In general, these clients are often described as behaviorally challenging and have treatment needs across multiple domains. Thus, they can also be divided into target populations considering problem and behavioral needs that may include a range of treatment approaches of varying intensity and duration over time.

Most of the clients have previously received treatment in a psychiatric hospital setting and have had significant difficulty in less intensive levels of care. Most will also have significant histories of trauma and serious mental illness and/or severe emotional disturbance that require trauma-sensitive, skill-based treatment.

Trauma may result from abuse (sexual, physical, and verbal) and/or neglect or have witnessed trauma events in the home (i.e. domestic abuse or violence) and/or in the community (i.e. gang-related crimes). As a result, many clients struggle with substance use/abuse, have difficulty with interpersonal relationships, and often experience academic challenges. Challenges in executive functioning may be common. There are, however, also some clients within our population who have no known history of trauma but experience serious emotional disturbance or early onset psychosis/mental illness.

In Fiscal Year 2013 DPBHS provided residential treatment services to a total of 210 clients. Of the 210 clients, 68 were diagnosed with Oppositional Defiant Disorder, 68 were diagnosed with Mood Disorders NOS; 66 were diagnosed with Attention-Deficit/Hyperactivity Disorder; 50 were diagnosed with Posttraumatic Stress Disorder, 27 were diagnosed with Parent Child Relational Problems, 23 were diagnosed with Conduct Disorder, 22 were diagnosed with Bipolar Disorder, 21 were diagnosed with Cannabis Abuse, and 13 were diagnosed with Depressive Disorder.
The above clients include those with significant substance abuse issues requiring residential services. In Fiscal Year 2013, residential substance abuse treatment services were provided for 62 clients, of which 24 were diagnosed with Cannabis Dependence, 22 were diagnosis with Alcohol Abuse, 13 were diagnosed with Attention Deficit Hyperactivity Disorder, 12 were diagnosed with Opioid Dependence; 11 were diagnosed with Oppositional Defiant Disorder, 11 were diagnosed with Cannabis Abuse, 10 were diagnosed with Depressive Disorder NOS, 10 were diagnosed with Poly Substance Dependence, 9 were diagnosed with 9 Mood Disorder NOS, and 9 were diagnosed with Conduct Disorder.

Lower intensity residential mental health services can be effective for many of these clients including staff-secure residential treatment settings. However, some of these clients present with significant behavioral challenges and problems including suicidal/homicidal ideation/attempts/gestures, physical aggression, sexual aggression, ongoing chronic self-injurious behaviors, poly-substance abuse and dependency, difficulty with self-regulation, psychosis, and

an inability to care for him/herself when regressed/under duress. In some cases these clients may require a treatment setting that has the capacity to provide locked care.

The more challenging (usually adolescent) clients often demonstrate poor judgment (i.e., placing themselves in situations in which they are at elevated risk of harm or exploitation), a high degree of impulsivity, poor reality testing, have difficulty sustaining healthy and supportive relationships and otherwise display evidence of their inability to function safely in a less intensive setting. Their behaviors or psychotic symptoms may require a significant level of intervention such as calming separation from environmental and interpersonal stimulation; intensive 1:1 staff or pet therapy support; and/or other measures on an intermittent basis. Many demonstrate a range of these behaviors.

Clients with these more challenging problems are those that are currently referred to out-of-State residential mental health treatment services. In Fiscal Year 2013 DPBHS documented the presenting problem(s) as Aggression for 88% of the clients, Trauma Related for 56% of the clients, Suicidal Behaviors for 52% of the clients, Opposition and Defiance for 50% of the clients, Self-Injury for 44% of the clients, Elopement for 35% of the clients, Inappropriate Sexual Behaviors for 34% of the clients, Psychotic Thoughts for 19% of the clients; Substance Abuse for 15% of the clients, Intellectual Development for 15% of the clients; Medical for 8% of the clients, Developmental Delays for 4% of the clients; Eating Disorders for 2% of the clients; and Fire Setting for 2% of the clients.

VI. PROVIDER QUALIFICATIONS

It is strongly recommended that bidders become familiar with the DSYCF Operating Guidelines, the DSCYF and DPBHS Policies and Procedures, and the DPBHS Treatment Provider Manual, as well as Delacare: Requirements for Residential Child Care Facilities and Day Treatment Programs. All of the above listed documents can be found online at:

DSYCF Operating Guidelines
http://kids.delaware.gov/pdfs/dscyf_op_gl_2014.01.pdf

DSCYF and DPBHS Policies and Procedures
http://kids.delaware.gov/information/policy.shtml#pbhPolicies

DPBHS Treatment Provider Manual
http://kids.delaware.gov/pdfs/pbh_TreatmentProviderManual_FY14.pdf

Delacare: Requirements for Residential Child Care Facilities and Day Treatment Program
http://kids.delaware.gov/pdfs/occl_reqs_rccdtf.pdf

Residential Mental Health Treatment Centers and Residential Substance Abuse Treatment Centers must adhere to the criteria set forth by Delaware Division of Substance Abuse and Mental Health (DSAMH). In order to be considered for a contract, providers must possess, or demonstrate the ability to meet, the following mandatory qualifications:

1. Mental Health Contractors
    a. Agency Licensure: no specific agency licensure is required by the State for mental health services; however, it is expected that programs would comply with licensure with all appropriate authorities such as the State, County, or political subdivision having jurisdiction over the type of facilities and services operated by the Contractor is required;
    b. Accreditation must be by a national accreditation organization such as CARF, JCAHO, or COA;
    c. Family and individual treatment must be performed by a licensed mental health professional at the Masters level or above or by a Masters level therapist who is supervised by a licensed mental health professional. Documentation by an unlicensed mental health professional must be signed off by a licensed professional.
    d. Contractors must be willing to accept youth who require psychotropic medication and must be able to provide psychiatric services on a regular basis;
    e. All staff must pass a criminal background check;
    f. Programs function within treatment models supported in current professional literature for age, developmental level and presenting problem, evidence and research based practices; and
    g. Compliance with Managed Care procedures, requirements and expectations, as set forth in DPBHS' Provider Manual: http://kids.delaware.gov/pdfs/pbh_TreatmentProviderManual_FY14.pdf
2. Substance Abuse Contractors
    a. Agency Licensure: Delaware statute requires that any agency professing to provide treatment services for substance abuse (alcohol and other drugs) problems, must have a license to do so from the Delaware Division of Substance Abuse and Mental Health (DSAMH). Programs also are expected to comply with licensure with all appropriate authorities such as the State, County, or political subdivision having jurisdiction over the type of facilities and services operated by the Contractor is required;
    b. Accreditation must be by a national accreditation organization such as CARF, JC, or COA;
    c. Clinical Supervision: Clinical supervision must be sufficed according to all licensing authorities and according to level of services providing; direct treatment services must be provided a Certified Drug and Alcohol Counselor (CADC) and/or who meet the licensing criteria from DSAMH for practicing under a waiver or under supervision.
    d. Contractors must be willing to accept youth who require psychotropic medication and must be able to provide psychiatric services on a regular basis;
    e. Programs function within treatment models supported in current professional literature for age, developmental level and presenting problem, evidence and research based practices.
    f. All staff must pass a criminal background check;
    g. Compliance with Managed Care procedures, requirements and expectations, as set forth in DPBHS' Provider Manual: http://kids.delaware.gov/pdfs/pbh_TreatmentProviderManual_FY14.pdf

3. Co-Occurring Mental Health and Substance Abuse Contractors
    a. To qualify as a Co-Occurring Agency, the Contractor must meet all the identified requirements in both Mental Health and Substance Abuse Provider sections above.

VII. PROPOSAL CONTENT

DPBHS seeks to purchase residential mental health, substance abuse, and co-occurring treatment services from prospective residential treatment service providers that offer services in alignment with system of care core values to provide care that is youth-guided and family-driven, community-based, and culturally competent using evidence-based practice(s) in its program models. It is recommended that bidders thoroughly review this RFP. The proposed services should provide residential services utilizing evidence based practices that have been shown to meet the individual client needs of clients with complex and challenging behavioral health needs. The proposed services should be geographically accessible to a child's family and community with the intent to enable family involvement in care. Proposed services must include specific references to the segment(s) of the target populations to be served including exclusion criteria if applicable. If the target population is teenagers, the proposed services must include programs to develop the life skills that promote successful transition into adulthood.

Narrative

The narrative section of the proposal must include an overview of the organization and a description of its current or proposed administrative, clinical, and fiscal infrastructure emphasizing its ability to support the volume of business proposed. To demonstrate experience, successes, and innovations in providing the proposed services include supporting data and outcome reports. The proposal must show the agency or organization's intent and capability to collaborate with community partners, schools, families, and other key stakeholders in effort to provide connections to natural supports within the client's network.

Agency/Organization Description

The agency/organization's description provides the RFP Review Committee with an overview of the agency/organization's current structure and its ability to effectively provide the proposed service(s). To provide a comprehensive description for the RFP Review Committee, DPBHS is requiring all responses to (at a minimum):

1. Briefly describe the organization's history, include information such as date of inception, purpose, major growth or development, etc.;
2. Describe the organization's experience and qualifications to provide residential treatment services for children with diverse backgrounds with a focus on children with complex and challenging behavioral health needs identified in this RFP (e.g. experienced trauma, aggressive behaviors, inappropriate sexual behaviors, foster care, adjudication): Include the organization's experiences and effectiveness with: populations with intact families; populations who have experienced foster care; and populations who have been involved with juvenile justice.
3. Describe experience and/or knowledge of managed care procedures and requirements;

4. Describe the quality monitoring and quality improvement processes to be incorporated in the program;
5. Describe status and plans for use of electronic health record technology / systems;
6. Describe the organization's staffing structure, must include:
    a. Organizational chart with definitions of positions and position responsibilities;
    b. Description of clinical supervision of the program; and
    c. Description of all staff (licensed and non-licensed) positions and responsibilities including position's supervision mode and frequency.
7. Describe the organization's administrative and fiscal management structures;
8. Describe all accreditation history, including a copy of the last accreditation survey report and self-study report if the accreditation report was completed over 18 months prior to this proposals due date;
9. List one or more purchasing organizations served by the proposing agency, include contact name and phone number and type of service(s) contracted;
10. List all State of Delaware and Federal contracts currently held or held in the past three (3) years. Please include a contact name and phone number, the name of State or Federal Agency contracted with, and the type of service(s);
11. Current DSCYF contracted providers must include previous DSCYF monitoring reports and Quality Improvement Plans; and
12. If you are a provider that does not currently contract with DSCYF but does contract with a division or department of government in a different state, previous monitoring reports and Quality Improvement Plans must be submitted.

Program Description

The RFP Review Committee requires the Narrative Program Description to clearly articulate the proposed service(s) offered, the target population(s) to be served, and the methodology used to serve the population(s). If the response includes questionnaires, forms, or other documents, please submit them as an appendix. The responses shall be clear, specific, and address all areas/subjects requested as if they were implementing the program. The Program Description must, at a minimum:

1. Provide a clear and specific description of your target population;
2. Describe expected outcomes to be achieved for your target population;
3. Provide the anticipated median length of stay for effective residential treatment, citing empirical research supporting the proposed length of stay;
4. Describe the program's approach/methodology, treatment philosophy or model for addressing the needs of the target population(s) with complex problems and challenging behaviors;
5. Describe how the treatment model(s) will address different etiologies for aggression (e.g. trauma causing emotional dysregulation, socialized aggression, Defiant Disorders, etc.);
6. Describe how the program's approach or treatment philosophy will enhance self-regulation skills and build resiliency to fosters positive interactions between children and their family, school, and community;
7. Describe program's implementation plan, include possible need to transition clients from current services to proposed services (if appropriate). For example,

how would you propose to transition a client currently residing in an out-of-state facility into a proposed in-state program?

8. Include a criterion for admission, scope, and intensity of service(s) to be provided and criteria for discharge;
9. Identify any proposed exclusion criteria for admission or participation of the targeted population(s) and the criteria used for to justify the exclusion;
10. Describe evidence-based practice(s) to be used, and the specific needs address by use of the practice;
11. Provide narrative descriptions of client service scenarios for the service(s) being proposed;
12. Describe the proposed service site(s) capacity and geographic accessibility;
13. Include a detailed description(s) of the treatment approach (or approaches) to be used to meet the needs of the target population(s) with details, including at a minimum:
    a. Expected treatment outcomes for each service including length, frequency, and intensity of service elements at each level of care;
    b. Process and/or assessment tools used for determining appropriate treatment for individual child and family needs;
    c. Medication therapy and prescribing practices;
    d. Detailed description of the transitional services, planning, and discharge process that is youth-guided with family, school, and community engagement, including coordination / collaboration with community based services;
    e. Description of typical treatment lengths and other outcome measures used;
    f. Description of efforts to increase continuity of care and avoid disruptions, multiple placements, or use of alternative hospital services;
    g. Description of crisis planning and services.
    h. Define reportable events and the process of handling the incidents; and
    i. Define cultural competency and describe the efforts to implement and maintain a culturally diverse staff and culturally acceptant environment.
    j. Collaborative efforts as team of child, family, program professionals, DPBHS and/or other DSCYF divisions;
    k. For children and youth who do not have a home, a provider can submit proposals for longer term group care.

Proposed Timeline

Proposals must include a realistic timeline indicating the critical steps a bidder will take in order to provide its proposed fully operational residential treatment facility. The timeline should include such activities as identifying and securing an appropriate property; passing all required licensing and occupation inspections; recruiting, hiring and training staff; and ultimately an approximate day one of service delivery to Delaware youth.

Budget Narrative

The proposed budget section will be evaluated by the RFP's Review Committee. The budget section must detail all proposed cost by service if appropriate.

1. DPBHS is interested in considering unit cost and other creative, thoughtful, and cost-effective reimbursement approaches. The following serve as examples:

a. Per diem rate(s), case rate(s), tiered rate (s) adjusted based on client status and functioning (i.e.no longer meets criteria for placement, meets transitional criteria, meets aftercare criteria), pricing of service components according to type (i.e, psychiatry, therapy, education, and support services) frequency and intensity, or other proposed approaches.

VIII. REVIEW OF PROPOSAL

Proposals will be evaluated by a panel of professionals which may include DSCYF and non-DSCYF staff. Preference will be given to qualified bidders proposing service locations in closest proximity to the state of Delaware. Rating of proposals will be conducted on the following criteria:

The following are mandatory requirements for responses to be considered:	
Completed Cover Page	
Evidence of Accreditation by national accrediting body as a behavioral healthcare provider and a copy of the last survey report and self-study report if last survey was 18 months or more from the due date of this proposal.	
ALL DSCYF forms included in RFP	
CRITERION for Proposal Evaluation/Rating	**% Scale**
Experience/reputation as indicated by reviews by accrediting body and/or state agencies, and/or Medicaid office in States that where organization provides or provided residential or other treatment services	15%
Experience in providing high quality Residential Treatment Services or similar services as demonstrated by outcomes measures including length of stay	15%
Appropriateness and quality of treatment model, approach, or plan proposed to provide services that are able to meet the individual needs of the target population identified, including proposed evidence-based and other practices using a System of Care approach and support effective step-down transition plans for returning to home and to the community.	30%
Quality of the staffing plan	10%
Quality assurance and continuous improvement plan	10%
Cost (e.g. competitiveness, reasonableness) comparison to the open-market and other proposals	20%
Total Points Possible	**100%**

IX. APPENDIXES

DPBHS Current Services Descriptions

Psych Under 21:
Psych Under 21 services include inpatient hospitalization, and accredited Residential Treatment Centers.

1. Inpatient Hospital: Inpatient treatment services provide an out-of-home, twenty-four hour psychiatric treatment milieu under the direction of a physician. Within the medical context of an inpatient facility, clients can be safely evaluated, medications can be prescribed and monitored and treatment interventions can be intensively implemented. Inpatient treatment services represent the most restrictive and intensive intervention available within the DPBHS continuum of services.

A therapeutic milieu with strong psychiatric medical support is central to effective inpatient treatment. Therapeutic interventions, activities, milieu and educational components must be carefully integrated to create a total ecological treatment regime.

Components of the service include:

- Independent psychiatric assessment within 24 hours of admission.
- A thorough assessment of the medical, psychological, social, familial, behavioral and developmental dimensions of the client's situation within the context of the client's precipitating symptoms.
- Focused brief treatment and stabilization as medically necessary, including individual and group approaches and problem-specific approaches.
- Therapeutic stabilization of youth in crisis, including physically aggressive minors and minors who are a danger to self or others.
- Safe and secure environment for all minors who are involuntarily admitted, including those who are violent and dangerous to themselves and/or others.
- Involuntary inpatient treatment should be used only in extraordinary circumstances where a minor meets the legal definition for involuntary admission and a parent or legal guardian's signature for voluntary inpatient treatment is unavailable. Treatment is used primarily for acute crisis resolution to address behavior and symptoms which cannot be addressed at other less restrictive levels of care. When the acute crisis is resolved, the client should continue treatment in a less restrictive context.
- Careful monitoring of psychotropic medications and their effects on the client's behavior.
- High degree of structure, order and predictability with regard to the routines of daily living, the management of peer group interaction to promote social learning and minimize the negative effects of peer influence.

- Programmed activities for the amelioration of presenting problems, including skill building with an emphasis upon interpersonal and problem solving skills; self-care/life skills; activity and recreational programming.
- Brief family therapy with focus upon reintegration into the community within the shortest clinically appropriate time frame.

This service may include the following elements:

A. Assist the individual and family members or other collaterals to identify strategies or treatment options associated with the individual's behavioral health, with the goal of minimizing the negative effects of behavioral health symptoms or emotional disturbances or associated environmental stressors which interfere with the individual's daily living, financial management, housing, academic and/or employment progress, personal recovery or resilience, family and/or interpersonal relationships, and community integration.
B. Individual and family supportive counseling, solution focused interventions, emotional and behavioral management, and problem behavior analysis with the individual, with the goal of assisting the individual with developing and implementing social, interpersonal, self-care, daily living and independent living skills to restore stability, to support functional gains, and to adapt to community living.
C. Participation in and utilization of strengths based planning and treatments which include assisting the individual and family members or other collaterals with identifying strengths and needs, resources, natural supports and developing goals and objectives to utilize personal strengths, resources, and natural supports to address functional deficits associated with their behavioral health.
D. Assist the individual with effectively responding to or avoiding identified precursors or triggers that would risk their remaining in a natural community location, including assisting the individual and family members or other collaterals with identifying a potential psychiatric or personal crisis, developing a crisis management plan and/or as appropriate, seeking other supports to restore stability and functioning.

Facility Based Residential Treatment Services: Services at this level are characterized by the provision of a 24-hour residential living environment which is deliberately designed to create a structured therapeutic milieu and which forms the basic foundation around which clinical treatment services are organized and integrated. Within the residential treatment level of the DPBHS continuum, programs and services are differentiated along several key dimensions:

- Restrictiveness of the milieu, in terms of both the physical characteristics of the environment and its proximity to the community.
- Nature and extent of clinical resources deployed in support of the milieu.
- Ratios of child care staff-to-clients and the nature and extent of client supervision and care provided.

The residential living environments are thoroughly integrated with the clinical and educational services provided in the day treatment component, together constituting a 24-hour therapeutic milieu. A key feature of the program's design allows transition of youth from residential treatment status to day-treatment-only status with no loss of treatment continuity or momentum.

This service may include the following components:

A. Assist the individual and family members or other collaterals to identify strategies or treatment options associated with the individual's behavioral health , with the goal of minimizing the negative effects of behavioral health symptoms or emotional disturbances or associated environmental stressors which interfere with the individual's daily living, financial management, housing, academic and/or employment progress, personal recovery or resilience, family and/or interpersonal relationships, and community integration.
B. Individual and family supportive counseling, solution focused interventions, emotional and behavioral management, and problem behavior analysis with the individual, with the goal of assisting the individual with developing and implementing social, interpersonal, self-care, daily living and independent living skills to restore stability, to support functional gains, and to adapt to community living.
C. Participation in and utilization of strengths based planning and treatments which include assisting the individual and family members or other collaterals with identifying strengths and needs, resources, natural supports and developing goals and objectives to utilize personal strengths, resources, and natural supports to address functional deficits associated with their behavioral health.
D. Assist the individual with effectively responding to or avoiding identified precursors or triggers that would risk their remaining in a natural community location, including assisting the individual and family members or other collaterals with identifying a potential psychiatric or personal crisis, developing a crisis management plan and/or as appropriate, seeking other supports to restore stability and functioning.

Rehabilitation Services:
These services include Crisis Intervention/Crisis Bed, Facility Based Residential Treatment Centers, Individualized Residential Treatment, Day Hospital, Part Day and Day Treatment, Intensive Home-Based Outpatient, Behavioral Intervention, Therapeutic Respite, Outpatient, Functional Behavior Assessment and assessment. Each of these services is described below.

Crisis Intervention/ Crisis Bed – Child Priority Response services are provided to a person who is experiencing a psychiatric crisis, designed to interrupt and/or ameliorate a crisis experience including a preliminary assessment, immediate crisis resolution and de-escalation, and referral and linkage to appropriate community services to avoid more restrictive levels of treatment. The goals of Crisis Interventions are symptom reduction, stabilization, and restoration to a previous level of functioning. All activities must occur within the context of a potential or actual psychiatric crisis. Crisis Intervention is a face-to-face intervention and can occur in a variety of locations, including an emergency room or clinic setting, in addition to other community locations where the person lives, works, attends school, and/or socializes.

Services are available 7-days per week, 24 hours per day with in-person crisis assessment and intensive intervention and case management for youth in behavioral health crisis. A supervised crisis bed is also available for youth who present minimal risk but whose safety cannot be assured with supervision available in his/her usual residence. The purpose of the crisis program

is to enhance the client's/families coping skills and to identify and strengthen its natural helping network as support during the period of crisis.

Program components include:

- Crisis Response- first contact response with a youth experiencing a mental health emergency.
- Crisis Bed-temporary (1-3 night target) supervised setting which provides for safety and respite for a youth in a crisis situation.
- Crisis Intervention-intensive short term therapeutic intervention to assist the youth and his/her caretaker(s) to improve coping mechanisms, identify and address the issues that precipitated the crisis and plan, in conjunction with DPBHS, for further treatment if necessary.

This service may include the following elements:

A. A preliminary assessment of risk, mental status, and medical stability; and the need for further evaluation or other mental health services. Includes contact with the client, family members or other collateral sources (e.g. caregiver, school personnel) with pertinent information for the purpose of a preliminary assessment and/or referral to other alternative mental health services at an appropriate level.
B. Short-term crisis interventions including crisis resolution and de-briefing with the identified Medicaid eligible individual.
C. Follow-up with the individual, and as necessary, with the individuals' caretaker and/or family members.
D. Consultation with a physician, if appropriate, or with other qualified providers to assist with the individuals' specific crisis.

Facility Based Residential Treatment Services: Services at this level are characterized by the provision of a 24-hour residential living environment which is deliberately designed to create a structured therapeutic milieu and which forms the basic foundation around which clinical treatment services are organized and integrated. Within the residential treatment level of the DPBHS continuum, programs and services are differentiated along several key dimensions:

- Restrictiveness of the milieu, in terms of both the physical characteristics of the environment and its proximity to the community.
- Nature and extent of clinical resources deployed in support of the milieu.
- Ratios of child care staff-to-clients and the nature and extent of client supervision and care provided.

The residential living environments are thoroughly integrated with the clinical and educational services provided in the day treatment component, together constituting a 24-hour therapeutic milieu. A Key feature of the program's design allows transition of youth from residential treatment status to day-treatment-only status with no loss of treatment continuity or momentum.

This service may include the following components:

A. Assist the individual and family members or other collaterals to identify strategies or treatment options associated with the individual's behavioral health , with the goal of minimizing the negative effects of behavioral health symptoms or emotional

disturbances or associated environmental stressors which interfere with the individual's daily living, financial management, housing, academic and/or employment progress, personal recovery or resilience, family and/or interpersonal relationships, and community integration.

B. Individual and family supportive counseling, solution focused interventions, emotional and behavioral management, and problem behavior analysis with the individual, with the goal of assisting the individual with developing and implementing social, interpersonal, self-care, daily living and independent living skills to restore stability, to support functional gains, and to adapt to community living.
C. Participation in and utilization of strengths based planning and treatments which include assisting the individual and family members or other collaterals with identifying strengths and needs, resources, natural supports and developing goals and objectives to utilize personal strengths, resources, and natural supports to address functional deficits associated with their behavioral health.
D. Assist the individual with effectively responding to or avoiding identified precursors or triggers that would risk their remaining in a natural community location, including assisting the individual and family members or other collaterals with identifying a potential psychiatric or personal crisis, developing a crisis management plan and/or as appropriate, seeking other supports to restore stability and functioning.

Individualized Residential Treatment: The Individualized Residential Treatment services are characterized by the use of highly trained professional treatment parents, who implement individualized treatment in their own homes on a continuous basis (24 hours per day, seven days per week) under the clinical supervision of licensed mental health professionals. One of the trained parents must commit as a full-time treatment parent, available to provide consistent, ongoing interventions and support to the youth in home, school and community. Professional treatment parents are recruited and trained to serve as the primary therapeutic interventionist, responsible for providing services to an assigned youth under the direction of a licensed mental health therapist.

The professional treatment parents:

- Participate in the development of and implement their roles in treatment/educational/vocational plans.
- Act as agents of behavioral change by implementing specific behavior modification programs based upon principals of positive reinforcement.
- Provide positive role modeling, guidance and counseling to assist the youth in managing the demands of everyday living and in ameliorating specific behavioral deficits and problems.
- Teach and otherwise foster the development of adaptive living skills by the youth.
- Provide general care and supervision of the youth, consistent with their roles as surrogate parents.
- Manage emotional and behavioral crisis, with clinical supervision and support in accord with the youth's treatment plan and with Divisional protocols for crisis management and intervention.

- In conjunction with biological or adoptive parents, advocate for the youth making contact with schools and collateral service providers as necessary to support the youth.
- Maintain a therapeutic living environment that is well structured and designed to nurture and support the youth.
- Arrange for appropriate ancillary services (e.g. transportation, etc.) needed to implement the youth's treatment plan.
- Work directly under clinical supervision with biological or adoptive families, as indicated in the treatment plan, to teach and model appropriate social, interpersonal and parenting skills.
- Participate in meetings with the DPBHS Clinical Services Management Teams for the purpose of planning the treatment and monitoring client progress in treatment.

This service may include the following components:

A. Assist the individual and family members or other collaterals to identify strategies or treatment options associated with the individual's behavioral health , with the goal of minimizing the negative effects of behavioral health symptoms or emotional disturbances or associated environmental stressors which interfere with the individual's daily living, financial management, housing, academic and/or employment progress, personal recovery or resilience, family and/or interpersonal relationships, and community integration.
B. Individual and family supportive counseling, solution focused interventions, emotional and behavioral management, and problem behavior analysis with the individual, with the goal of assisting the individual with developing and implementing social, interpersonal, self-care, daily living and independent living skills to restore stability, to support functional gains, and to adapt to community living.
C. Participation in and utilization of strengths based planning and treatments which include assisting the individual and family members or other collaterals with identifying strengths and needs, resources, natural supports and developing goals and objectives to utilize personal strengths, resources, and natural supports to address functional deficits associated with their behavioral health .
D. Assist the individual with effectively responding to or avoiding identified precursors or triggers that would risk their remaining in a natural community location, including assisting the individual and family members or other collaterals with identifying a potential psychiatric or personal crisis, developing a crisis management plan and/or as appropriate, seeking other supports to restore stability and functioning.

Day Hospital Services: Day Hospital Treatment is a milieu-based, medically managed, full-day intensive treatment program that provides intensive clinical services under psychiatric supervision, integrated with an educational component that permits the program to be used as an alternative to school attendance for emotionally disturbed and mentally ill children and adolescents who are unable to function safely in a normal school environment. The program functions on a five hour per day, five day per week basis and is specifically designed to accommodate the ongoing treatment and development needs of severely disturbed clients. Direct psychiatric supervision of treatment is required due to the acuity of the behavioral health presented by these clients.

This service may include the following components:

A. Assist the individual and family members or other collaterals to identify strategies or treatment options associated with the individual's behavioral health , with the goal of minimizing the negative effects of behavioral health symptoms or emotional disturbances or associated environmental stressors which interfere with the individual's daily living, financial management, housing, academic and/or employment progress, personal recovery or resilience, family and/or interpersonal relationships, and community integration.
B. Individual and family supportive counseling, solution focused interventions, emotional and behavioral management, and problem behavior analysis with the individual, with the goal of assisting the individual with developing and implementing social, interpersonal, self-care, daily living and independent living skills to restore stability, to support functional gains, and to adapt to community living.
C. Participation in and utilization of strengths based planning and treatments which include assisting the individual and family members or other collaterals with identifying strengths and needs, resources, natural supports and developing goals and objectives to utilize personal strengths, resources, and natural supports to address functional deficits associated with their behavioral health.
D. Assist the individual with effectively responding to or avoiding identified precursors or triggers that would risk their remaining in a natural community location, including assisting the individual and family members or other collaterals with identifying a potential psychiatric or personal crisis, developing a crisis management plan and/or as appropriate, seeking other supports to restore stability and functioning.

Part-Day and Day Treatment: Part-Day Treatment (Substance Abuse Only) is a 5 day per week intensive program of three (3) hours per day that provides a developmentally approach after-school intervention for substance abusing children and adolescents who are unable to fulfill the functional requirements of this developmental stage without this level of intensive service. The program is available to clients for whom it is clinically necessary. Clients receive the same clinical services as are provided in full day treatment except for the academic component. Substance abuse programs also focus on client and family education regarding a variety of topics related to substance abuse, e.g., AIDS prevention, 12-Step activities and relapse prevention.

Day Treatment is a 5-full-day intensive program that provides developmentally appropriate treatment for seriously disturbed children or adolescents who are unable to fulfill the functional requirements without this level of intensive service. The program is available as clinically appropriate and is open approximately 225 days per year and provides no less than 5 hours of direct service per day. Activities are also provided in afternoons and/or evenings to assure that working parents are able to participate in treatment. Activities occur both on-site at the program and in the client's natural environment. They include but are not limited to:

- Professional diagnostic and therapeutic services, e.g., psychological and psychiatric services, individual and family; family assessment; individual, group and family treatment; medication evaluation/monitoring and case management.

- Activities are provided within a therapeutic milieu, e.g., individual and group therapeutic recreation, field trips, parent and school consultation with the DPBHS crisis unit.
- Transportation to and from program activities.
- Educational program, appropriate to the level and individual educational needs of the client, with instruction provided by certified teachers (The DSCYF Division of Management Support Services provides educational staff, for cost-reimbursable contracts).
- Substance abuse programs also focus on client and family education regarding a variety of topics related to substance abuse, e.g., AIDS prevention, 12-Step activities and relapse prevention.

This service may include the following components:

A. Assist the individual and family members or other collaterals to identify strategies or treatment options associated with the individual's behavioral health , with the goal of minimizing the negative effects of behavioral health symptoms or emotional disturbances or associated environmental stressors which interfere with the individual's daily living, financial management, housing, academic and/or employment progress, personal recovery or resilience, family and/or interpersonal relationships, and community integration.
B. Individual and family supportive counseling, solution focused interventions, emotional and behavioral management, and problem behavior analysis with the individual, with the goal of assisting the individual with developing and implementing social, interpersonal, self-care, daily living and independent living skills to restore stability, to support functional gains, and to adapt to community living.
C. Participation in and utilization of strengths based planning and treatments which include assisting the individual and family members or other collaterals with identifying strengths and needs, resources, natural supports and developing goals and objectives to utilize personal strengths, resources, and natural supports to address functional deficits associated with their behavioral health.
D. Assist the individual with effectively responding to or avoiding identified precursors or triggers that would risk their remaining in a natural community location, including assisting the individual and family members or other collaterals with identifying a potential psychiatric or personal crisis, developing a crisis management plan and/or as appropriate, seeking other supports to restore stability and functioning.

Intensive Home-Based Outpatient Treatment: (IOP) is goal directed supports and solution-focused interventions intended to achieve identified goal or objectives as set forth in the individual's individualized treatment plan. IOP is a face- to-face intervention with the individual present; however, family or other collaterals may also be involved. IOP contacts may occur in community or residential locations where the person lives, works, attends school, and/or socializes. IOP is an alternative to psychiatric hospitalization, residential treatment or day treatment. It provides intensive community-based intervention designed to assist the client and the family (especially those who are unable to benefit from insight oriented treatment), the school and other members of the natural helping network to learn skills to deal with existing problems.

Objectives are:

- To reduce the frequency of inpatient psychiatric hospitalization episodes.
- To reduce the length of stay of clients admitted to psychiatric hospital or residential treatment.
- To reduce the frequency and duration of behaviors that may lead to out-of-community residential treatment and/or psychiatric hospitalization, (symptom reduction).
- To increase the number of days between hospital, residential and crisis episodes.
- To increase the frequency of appropriate social contacts made by the client in his/her community and/or within the psycho-social group. (Increase in functioning).
- To increase the number of consecutive days the client is able to engage in academic, vocational or other training program.

Behavioral Intervention Program: Behavioral Intervention Services are designed to augment mental health/substance abuse (MH/SA) treatment provided directly by MH/SA providers through the use of an interventionist working directly with the client and family to carry out elements of the MH/SA treatment plan developed by the therapist. The aide is available to help generalize treatment to other settings. The service is time-limited, focused on specific goals and used to aid in transition between levels of care or to facilitate acquisition of specific developmental tasks.
Objectives are:

- To provide home/community based services adjunct to mental health/substance abuse treatment to children and families who require more than routine outpatient services.
- To provide additional therapeutic services as an alternative to a higher level of service provision or to aid in the transition between levels of care.
- To transition the client to natural, community based support systems.

This service may include the following components:

A. Assist the individual and family members or other collaterals to identify strategies or treatment options associated with the individual's behavioral health , with the goal of minimizing the negative effects of behavioral health symptoms or emotional disturbances or associated environmental stressors which interfere with the individual's daily living, financial management, housing, academic and/or employment progress, personal recovery or resilience, family and/or interpersonal relationships, and community integration.
B. Individual and family supportive counseling, solution focused interventions, emotional and behavioral management, and problem behavior analysis with the individual, with the goal of assisting the individual with developing and implementing social, interpersonal, self-care, daily living and independent living skills to restore stability, to support functional gains, and to adapt to community living.
C. Participation in and utilization of strengths based planning and treatments which include assisting the individual and family members or other collaterals with identifying strengths and needs, resources, natural supports and developing goals and objectives to utilize personal strengths, resources, and natural supports to address functional deficits associated with their behavioral health.
D. Assist the individual with effectively responding to or avoiding identified precursors or triggers that would risk their remaining in a natural community location, including

assisting the individual and family members or other collaterals with identifying a potential psychiatric or personal crisis, developing a crisis management plan and/or as appropriate, seeking other supports to restore stability and functioning.

Therapeutic Respite Service: Occasional periods of respite care can significantly reduce stress in the family and enhance the family's ability to keep their child/youth at home in the community. Caring for a family member with serious emotional disturbance, behavioral health or substance abuse problems can be highly stressful and time consuming. Therapeutic Respite Service is a planned temporary opportunity to provide families time they need to renew their energies so that they can continue caring for their children at home.

Therapeutic Respite Service is defined as supervised, supported care, including overnight, for a child with behavioral health issues, serious emotional disturbance, behavioral health, or substance abuse disorders and is provided in units of 12 or 24 hours. A full day of respite service is 24 hours of care. It is a temporary opportunity to provide relief to the family or primary caregiver of a child in order to facilitate the family's ability to maintain the child or youth in their home and community. Therapeutic Respite Service is a planned event to provide families with occasional relief in order to support them in continuing to care for their child at home. The purpose of therapeutic respite is to significantly reduce stress in the care-giving family, enhance the family's ability to keep the child at home in the community and prevent or delay the use of more restrictive and expensive behavioral health services for the child.

Provider Qualifications: Therapeutic Respite Service is provided by specially trained professional therapeutic respite parents/families in their own homes on a continuous basis for the defined respite period. Services are provided under the supervision of a respite treatment coordinator, a master's level behavioral health professional. Professional therapeutic respite parents will be recruited and trained by the Contractor to serve as primary therapeutic interventionists, responsible for providing services to an assigned youth under the direction of a the respite coordinator. The therapeutic respite parents will:

- Participate in the development of treatment planning, and implement their roles in the Respite Plan.
- Provide positive role modeling, guidance and counseling to assist the youth in managing the demands of everyday living.
- Teach and otherwise foster the development of adaptive living skills by the youth.
- Provide general care and supervision of the youth, consistent with their role as surrogate parents.
- Manage emotional and behavioral crises, with clinical supervision and support, in accord with the youth's respite plan, and with Divisional protocols for crisis management and intervention.
- Maintain a therapeutic living environment that is well structured and designed to nurture and support the youth.
- Work directly, under clinical supervision, with biological or primary caregivers, as indicated in the respite plan, to teach and model appropriate social, interpersonal, and parenting skills.

- Participate in meetings with the DPBHS Clinical Services Management Teams for the purpose of planning, and monitoring progress.
- The Contractor is responsible for recruitment, training, supervision and support of the professional therapeutic respite parents. Specifically, the Contractor will provide:
    - A minimum of 40 hours of pre-service training for each person in a therapeutic respite role, to include a unifying theoretical model to guide and inform all activities. Additionally, training is to include those topical areas required by the Delacare Requirements for Child Placing Agencies.
    - Direct providers of this service need to know the characteristics of serious emotional disturbance (from depression to manic behaviors) including co-occurring issues related to developmental disabilities and mental retardation; behavior management principles and strategies; how to prevent escalation not just how to de-escalate; strategies to help prevent as well as manage a crisis situation from aggressive acting out behaviors to harming self or others to suicide attempts. Direct providers of the Therapeutic Respite Service (provider staff and parents in a therapeutic respite home) must be trained and supported by the Contractor in a manner that enables them to provide adequate supervision and care for a child with serious emotional and behavioral health issues, some of whom may be dually diagnosed with developmental disabilities including mild to moderate mental retardation
    - Continuing education for each person in a therapeutic respite role, for a minimum of 30 hours per year.
- In coordination with DPBHS, the Contractor will establish referral and intake and respite placement processes.
- An individualized Respite Service Plan, including crisis planning, will be developed for the authorized respite period. Respite planning will be coordinated with the biological family or primary caregiver and the DPBHS Clinical Services Management Teams.
- The Contractor will provide twenty-four hour consultation, support and crisis direction and intervention during the entire term of each therapeutic respite event.
- Matching of the direct therapeutic respite provider with the youth and their family is critical and is the responsibility of the Contractor. Basic information about the child who needs respite care will be provided by DPBHS.
- Generally, one client per home setting is preferred. In special circumstances (e.g. siblings), the admission of two clients to a Therapeutic Respite home may be given consideration. The appropriateness and number of biological children of the professional therapeutic respite provider who reside in the home during the client's admission for therapeutic respite will also be taken into consideration on a case-by-case basis. Preference is for only one, possibly two, biological children in the home during course of therapeutic respite.
- Generally, the maximum benefit for therapeutic respite services that may be received in support of any one child or adolescent is not more than 24 full days of care per year. The year is calculated from the point therapeutic respite is first provided.
- Community supports (memberships in youth organizations, community athletic clubs, library memberships, etc.) are encouraged to support and enhance the therapeutic respite service for children.

Outpatient Services: Outpatient Services are goal directed support and solution focused interventions intended to assist an individual with their identified mental health or substance abuse challenge. Outpatient services include psycho-education, individual therapy, family therapy, and/or group therapy. Outpatient services are a face-to-face intervention with the individual present; however, family or other collaterals may also be involved.

Objectives are:

- To reduce the frequency of inpatient psychiatric hospitalization episodes.
- To reduce the length of stay of clients admitted to psychiatric hospital or residential treatment.
- To reduce the frequency and duration of behaviors that may lead to out-of-community residential treatment and/or psychiatric hospitalization, (symptom reduction).
- To increase the number of days between hospital, residential and crisis episodes.
- To increase the frequency of appropriate social contacts made by the client in his/her community and/or within the psycho-social group. (Increase in functioning).
- To increase the number of consecutive days the client is able to engage in academic, vocational or other training program.

Functional Behavioral Assessment: A functional behavioral assessment looks beyond the behavior itself. The focus when conducting a functional behavioral assessment is on identifying significant, person-specific social, affective, cognitive, and/or environmental factors associated with the occurrence (and non-occurrence) of specific behaviors. This broader perspective offers a better understanding of the function or purpose behind the child's behavior. Behavioral intervention plans based on an understanding of "why" a child misbehaves are extremely useful in addressing a wide range of problem behaviors.

Key elements include:

- Assessment
- Treatment planning
- Provision of training to persons who are part of treatment (parent/caregiver, etc.)
- Monitoring of progress
- Revision of treatment plan as necessary

Assessment Services: Assessment Services include psychological consultations and evaluations of children and youth by a licensed psychologist or staff under the supervision of a licensed psychologist. Referrals are made for assessment of child/youth who are presenting with behavioral problems, emotional problems or possible substance use problems. The purpose of the consultation or evaluation is to determine if the child/youth has a mental health and or substance abuse disorder and if so diagnosis it and provide treatment recommendations. While in most cases the assessment is done face-to-face with the child/youth, in some instances consultation can consist of a record review followed by a report.

Residential Services Data

*Note that the sum of clients by Service Type (In-State Contracted, Out-of-State, and State Operated) may exceed Service Totals due to clients moving between Service Types.

Residential Service Data: Clients by Service, Service Type, and County of Residence

State Fiscal Year: 2013
Service Type: Residential
County based on Client Residence: K= Kent; N = New Castle; S = Sussex

Gender:<All> **Race:<All>** **Ethnicity:<All>**

Service	Provider Type	K	N	O	S	U	Total
Crisis Bed MH		55	143	5	61	5	264
	In-State Contracted	20	8	1	52	3	81
	State Operated	38	136	4	10	2	188
Individualized Residential Treatment		1	4	0	1	0	6
	In-State Contracted	1	4	0	1	0	6
Residential Treatment, MH		35	78	7	28	0	148
	In-State Contracted	18	26	3	15	0	62
	Out-of-State	15	29	3	10	0	57
	State Operated	11	41	5	7	0	64
Residential Treatment, SA		13	31	4	14	0	62
	Out-of-State	13	31	4	14	0	62
Treatment Foster Home		0	0	1	0	0	1
	Out-of-State	0	0	1	0	0	1
Treatment Group Home		0	0	1	0	0	1
	Out-of-State	0	0	1	0	0	1
	Total	104	256	18	104	5	482

Residential Service Data; Clients by Service, Service Type and by Gender

State Fiscal Year:2013
Service Type: Residential

County:<All> **Race:<All>** **Ethnicity:<All>**

Service	Provider Type	Female	Male
Crisis Bed MH		125	139
	In-State Contracted	31	50
	State Operated	96	92
Individualized Residential Treatment		1	5
	In-State Contracted	1	5
Residential Treatment, MH		67	81
	In-State Contracted	38	24
	Out-of-State	28	29
	State Operated	21	43
Residential Treatment, SA		21	41
	Out-of-State	21	41
Treatment Foster Home		1	0
	Out-of-State	1	0
Treatment Group Home		0	1
	Out-of-State	0	1

Total	**215**	**267**

Residential Treatment Center Comparison Data

Appendix 2 provides charts of aggregate data for the children served and the services provided by Residential Treatment Center for Fiscal Year 2011, 2012, and 2013.

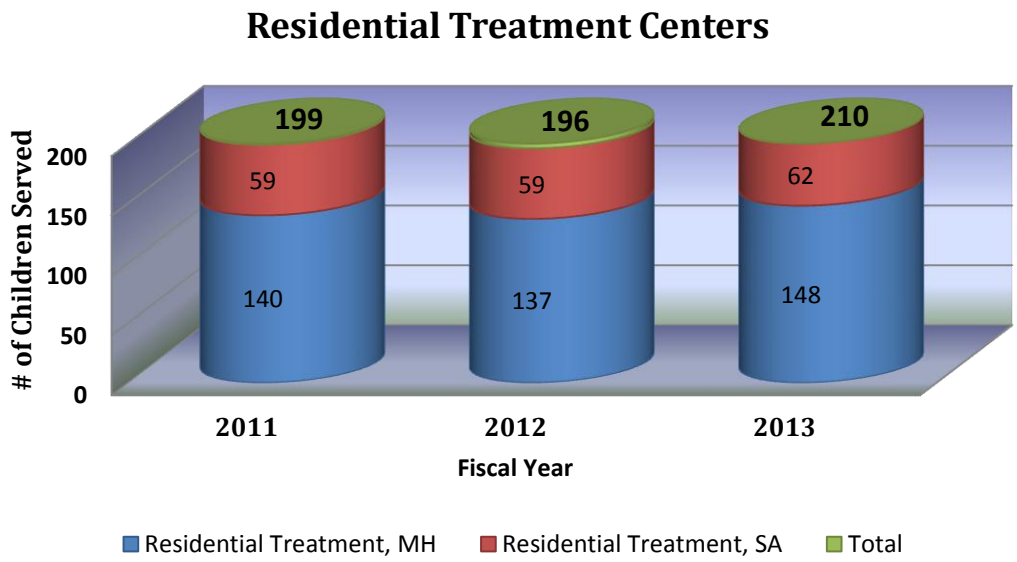

Chart 1 parses the aggregate data and identifies the number of children that received mental health and the number of children that received substance use Residential Treatment services for Fiscal Year 2011, 2012, and 2013.

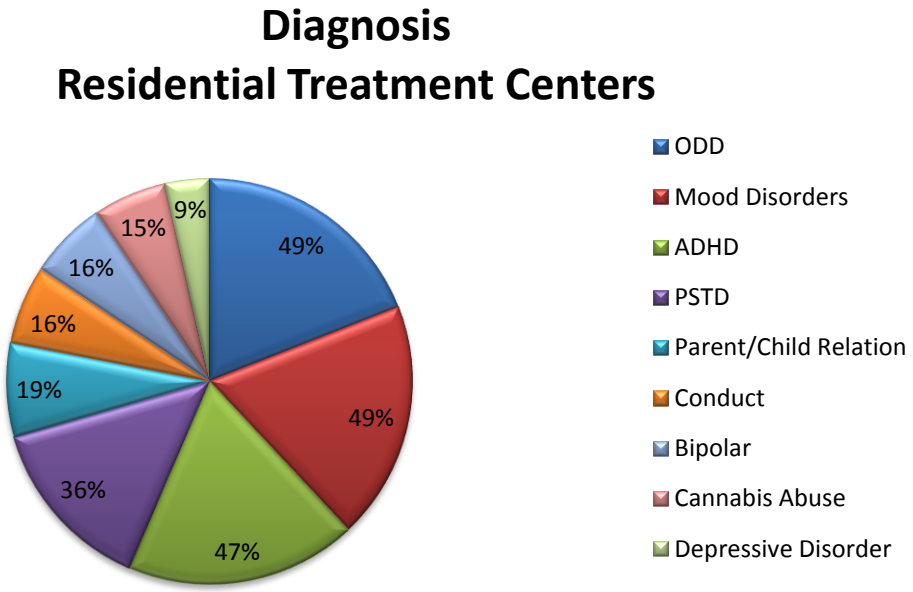

Chart 2 provides the diagnoses of children served in Residential Treatment Centers (percentages reflect dual diagnosis) for Fiscal Year 2013.

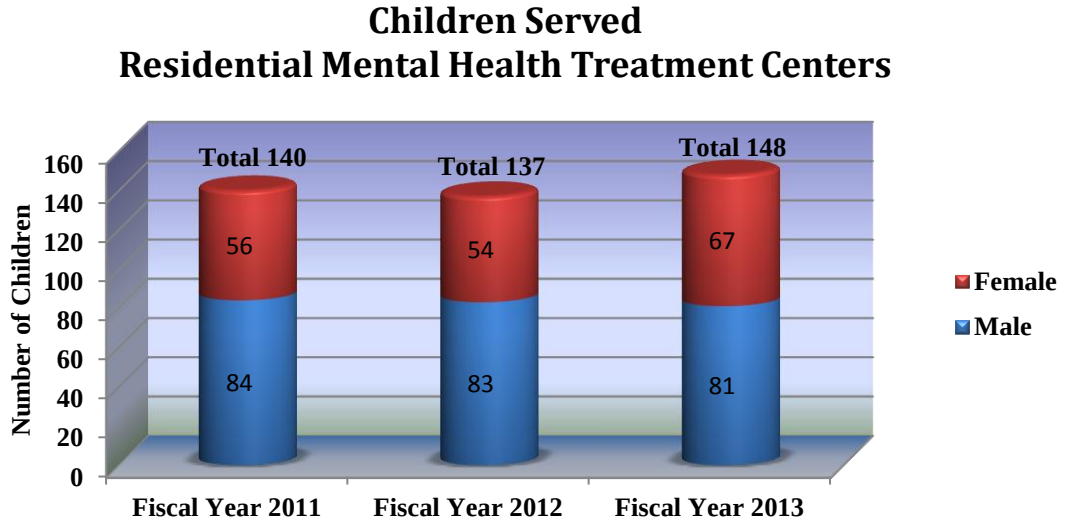

Chart 3 parses the aggregate data of the total units provided for children served all Residential Mental Health Treatment Centers and shows the totals for Fiscal Year 2011, 2012, and 2013.

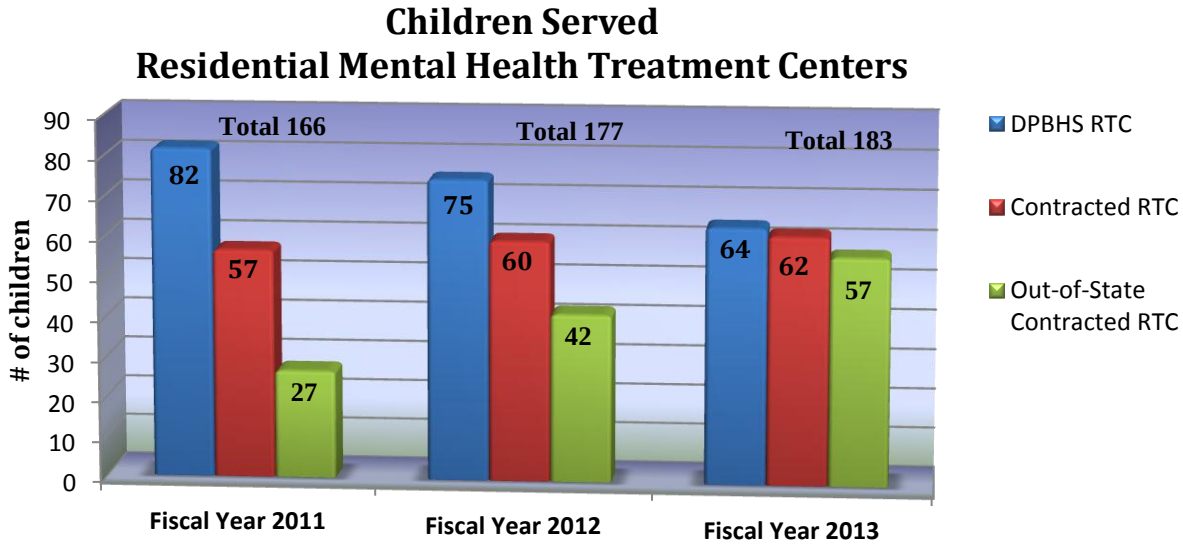

Chart 4 parses the aggregate data for Residential Mental Health Treatment Centers and identifies the number of children served by DPBHS-operated, in-state contracted, and out-of-state Residential Mental Health Treatment Centers for Fiscal Year 2011, 2012, and 2013 (data has duplicated clients).

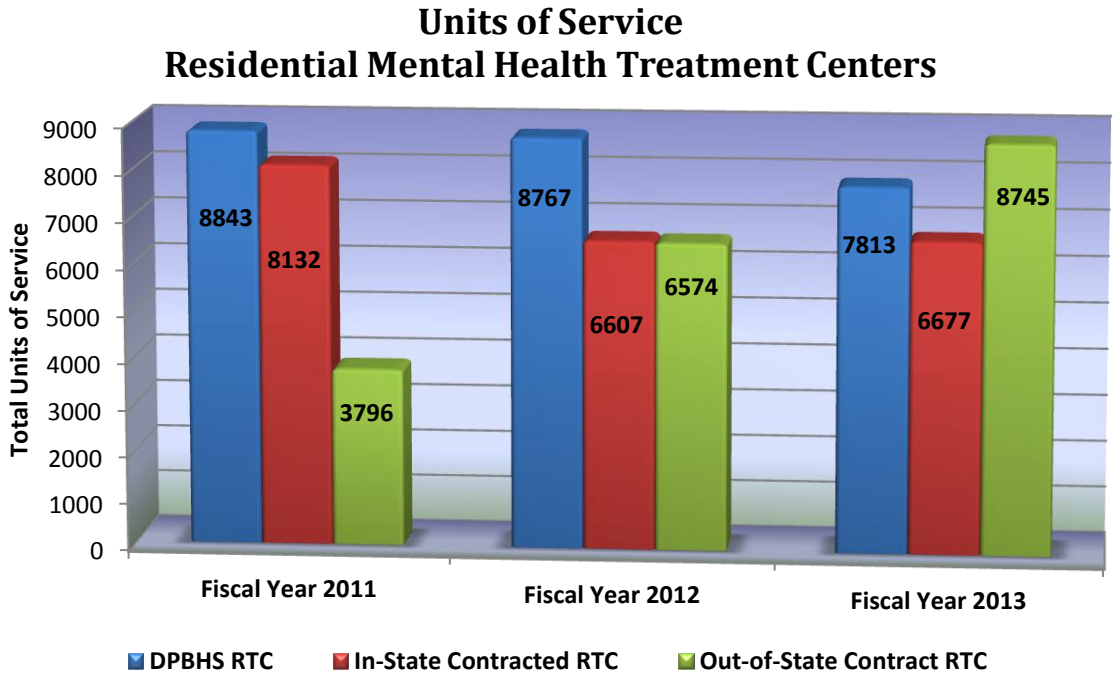

Chart 5 provides the total number of units (days of service) provided by DPBHS, In-state, and Out-of-state Residential Mental Health Centers for Fiscal Year 2011, 2012, and 2013.

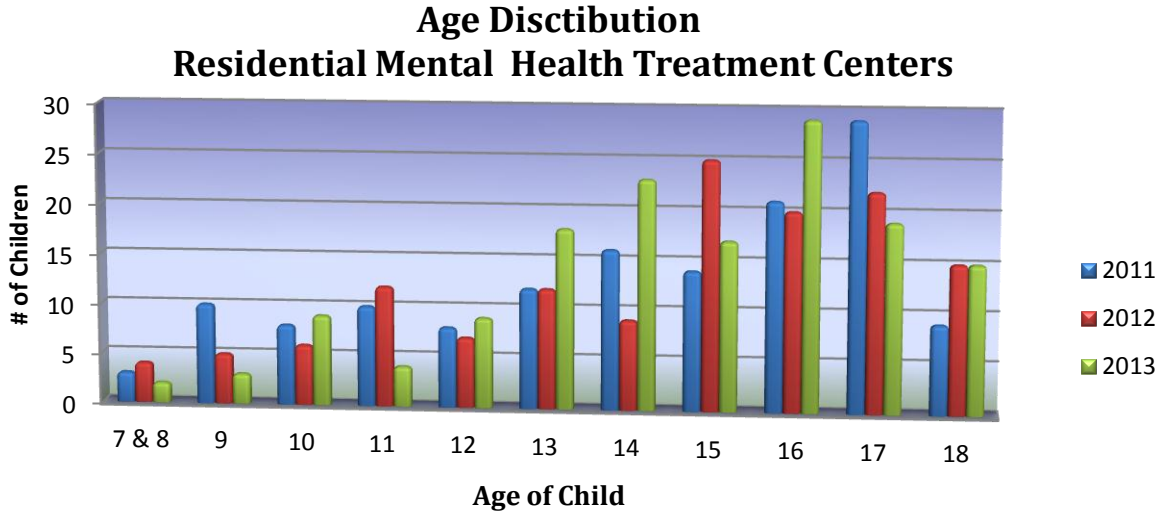

Chart 6 provides the distribution of age for children served by DPBHS, in-state, and out-of-state Residential Mental Health Treatment Center for Fiscal Year 2011, 2012, and 2013s.

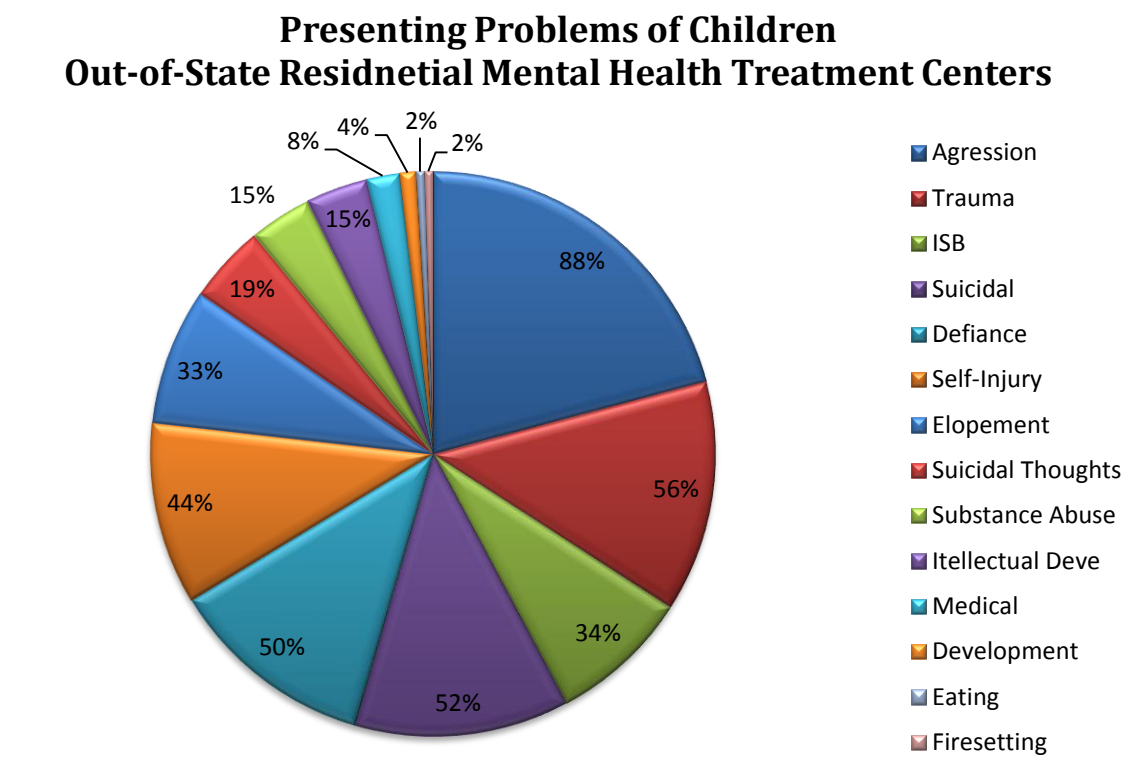

Chart 7 provides the Diagnoses for children served in out-of-state Residential Treatment Centers for Fiscal Year 2013.

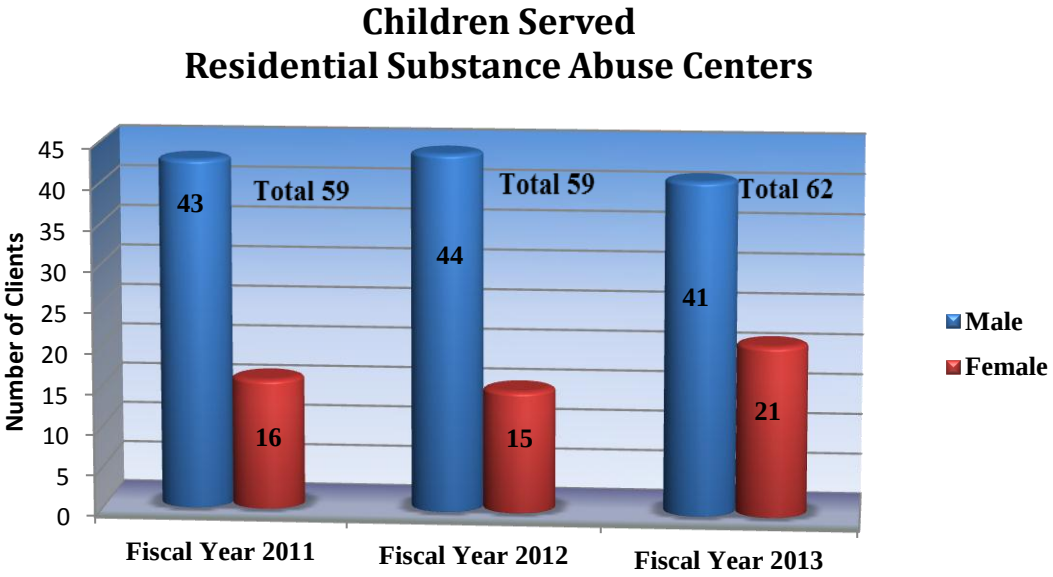

Chart 8 provides the age distribution of the total number of children served in Residential Substance Abuse Treatment Centers in Fiscal Year 2011, 2012, and 2013.

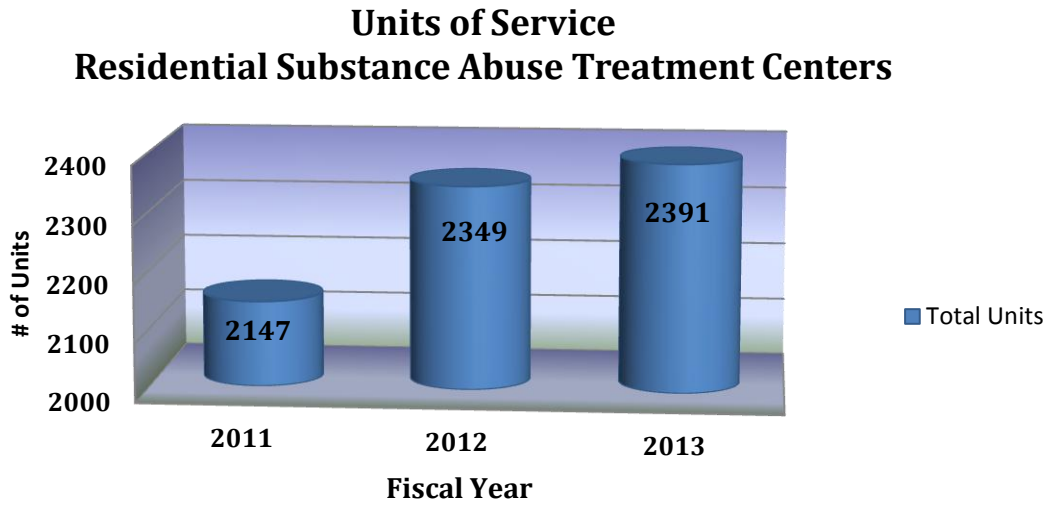

Chart 9 provides the total number of units (days of service) provided by Residential Substance Abuse Treatment Centers for Fiscal Year 2011, 2012, and 2013.

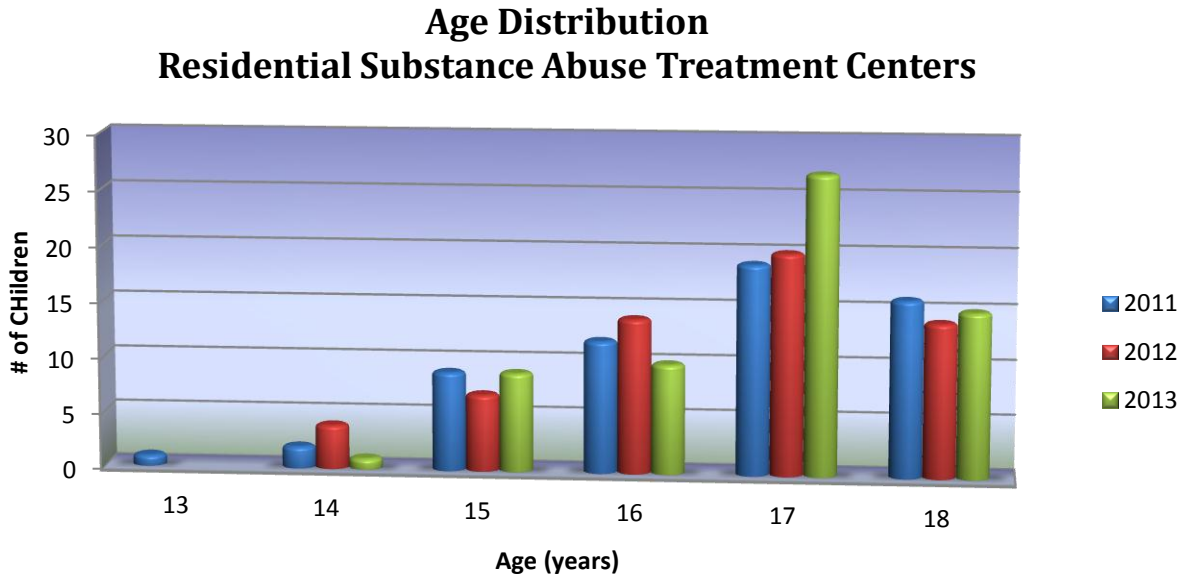

Chart 10 provides the ages of children served in out-of-state Residential Substance Abuse Treatment Centers for Fiscal Year 2011, 2012, and 2013.

Additional Diagonses
Residential Substance Abuse Treatment Centers

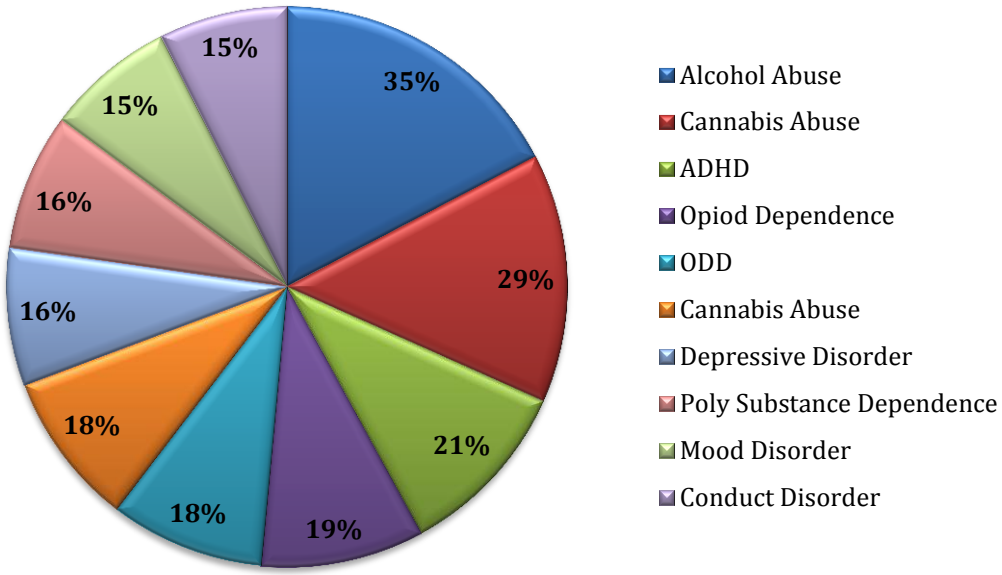

Chart 11 provides the percentage of children with diagnosis served in Residential Substance Abuse Treatment Centers (percentages reflect dual diagnosis) for Fiscal Year 2013.

X. BIDDER'S FORMS AND INSTRUCTIONS

Failure to follow Departmental procedures may disqualify a bidder organization.

I. FORMAT

Proposals must be printed on 8 1/2" x 11" paper and should be formatted with 1" margins using size 12 Times New Roman font. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. Binding, color graphics and extensive attachments are unnecessary.

To be considered, 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 the issuing office, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions regarding this request should be directed to H. Ryan Bolles at Herbert.Bolles@State.DE.US. If other assistance is necessary you can reach Ryan Bolles at 302-633-2701. RFP addendum and/or answers to significant content questions will be posted on the State's Solicitation web site at www.bids.delaware.gov . Please refer to this web site often for updates.

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 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 above shall be used by the proposal review committee to review proposals. Bidders may be scheduled to make oral presentations in support of their written proposals. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

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

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

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

XII. STANDARDS FOR SUBCONTRACTORS

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

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

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

XIII. CONTRACT TERMINATION CONDITIONS

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

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

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

Not withstanding 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 sustained by any person other than its employees, caused by occurrence.

   b. Property Damage Liability -All sums which the company shall become legally obligated to pay as damages because of damages to or destruction of property, caused by occurrence

.

   c. Contractual liability, premises and operations, independent contractors, and product liability.

3. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury or death, and $100,000 as to

property damage.

B. Forty-five (45) days written notice of cancellation or material change of any policies is required.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

XXII. APPLICABLE LAW

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

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of the resulting 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.

REQUIRED BIDDER FORMS

Each bidder shall complete the following forms which are included:

- Organization Fact Sheet
- Assurances
- Certification, Representation, and Acknowledgements

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

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. Operating Guidelines. 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 Owing. 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

Place as Top Page of Proposal

RFP Title: CYF 14-01 Residential Treatment Services

Facility Address (if known): _____

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

Indicate below with an "X" all that apply:

	Non-Profit Agency		Woman Owned Agency		Minority Owned Agency		Disadvantaged Business Enterprise

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

Vendor EI#: _____ Delaware Business License#: _____

(Not required to bid)

A Delaware Business License is not required to bid, but is required at the time of contract signing **IF** the bidder will be providing services within the State of Delaware and agency is for profit.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

Name of Organization's Authorized Administrator

_____

Signature of Authorized Administrator

_____

Date

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidding contractors certify that:

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

The following conditions are understood and agreed to:

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

_____

Name of Organization's Authorized Administrator

_____

Signature of Authorized Administrator

_____

Date