



State of Delaware

DEPARTMENT OF SERVICES FOR CHILDREN,
YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS #CYF 16-07

DESCRIPTION

Division of Prevention and Behavioral Health Services

(2 INDEPENDENT CONTRACTORS)
Compliance and Regulatory Specialists

BIDDERS' CONFERENCE: No Bidders' Conference will be held
PROPOSALS DUE: BY NOVEMBER 23, 2016

The RFP schedule is as follows:

Date Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@state.de.us Submit questions by 4:30 p.m. ET **11/15/16** to best ensure a timely response.

None **NO** bidder's conference will be held regarding this RFP.

Cover Letter and Independent Contractor Proposals shall be submitted as follows:

Wednesday, Nov 23, 2016
by 2:00 PM ET Please submit 1 original proposal marked "ORIGINAL". Please submit 4 copies or your proposal marked "COPY". Please submit **1 electronic copy of your typed letter and ENTIRE proposal on CD, DVD or flash drive.**

Letter and proposals **must be delivered by 2:00PM ET on November 23, 2016.**

Letters and proposals arriving after 2:00pm ET will **not be accepted.**

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

As soon as possible The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. Bidders should plan to be available to respond to questions from the review panel by telephone or in person, if necessary. However, 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.

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES
REQUEST FOR PROPOSALS

This Request for Proposal (RFP) is issued by the State of Delaware's Department of Services for Children, Youth and Their Families' (DSCYF), Division of Prevention and Behavioral Health Services (DPBHS). The Department is seeking proposals from qualified **individuals** to provide professional services required to implement and administer three recently approved Medicaid State Plan Amendments (SPA). The Department is seeking proposals for **two** professionals as described below. It is not required for a bidder to bid on both contract opportunities.

CONTEXT: The Centers for Medicare and Medicaid Services (CMS) requested clarification of service definitions and requested that DSCYF change the manner in which federal funds were claimed for child mental health and substance use disorder services under EPSDT. The federal government, which issued a letter to the State citing its concerns, required Delaware to clarify existing language regarding service definitions, provider qualifications, reimbursement units, payment limitations, and provider fee schedule rates. Delaware developed three State Plan Amendments related to Medicaid rehabilitative services that met CMS requirements, in addition to adding additional evidence based services for children and adolescents. State Plan Amendments offer flexibility to provide behavioral health services in alternative settings (home, work, school, and in the community) and by providers who meet the practitioner qualifications established by the state, including the state's supervisory requirements and arrangements.

When the Medicaid agency, the Division of Medicaid & Medical Assistance (DMMA), does not directly conduct an administrative function, it supervises the performance of the function and establishes and/or approves policies that affect the function. All functions not performed directly by the Medicaid agency must be delegated in writing and monitored by the Medicaid Agency. When a function is performed by an agency/entity other than the Medicaid agency, the agency/entity performing that function does not substitute its own judgment for that of the Medicaid agency with respect to the application of policies, rules and regulations. Furthermore, the Medicaid Agency assures that it maintains accountability for the performance of any operational, contractual, or local regional entities. This will require that DCSYF ensure that functions it will perform are fully compliant with DMMA approved policies and to effectively implement and demonstrate on-going compliance with Medicaid regulatory requirements for the Medicaid children's behavioral health benefit.

DPBHS anticipates the need to more closely scrutinize contracted provider quality assurance including more detailed monitoring of qualifications and credentialing, provider payments, and other regulatory and contract compliance activities. There will also be a need to more closely review demand for services, adequacy of network capacity, and effectiveness of Medicaid enrollee access to and satisfaction with services.

The Medicaid State Plan services enable Delaware to focus on prevention and wellness and on improving integration of behavioral health services earlier in a child's life. The array of services allows interventions to be delivered in natural community-based settings where children and their families live. This array of Medicaid State Plan services promotes lower intensity services preventing the need for more restrictive settings and higher intensity services. Community-based services are key. For example, before prescribing day treatment, practitioners may surround the child with a blend of outpatient and community based services. Additionally, the Medicaid State Plan services provide Delaware with an avenue to incentivize the delivery of evidence based practices. DPBHS seeks to improve population health outcomes, quality and continuity of care and to develop, implement and evaluate population health and quality strategies consistent with its Mission and Vision:

Mission - To develop and support a family-driven, youth-guided, trauma-informed prevention and behavioral health system of care.

Vision - Resilient Children and Families Living in Supportive Communities

Compensation: Compensation will be negotiated based upon experience and expertise. However, the maximum amount of an awarded contract for a Medicaid Compliance and Regulatory Contractor is expected to be \$81,733.05 per year or \$376.65 per 7.5 hour day or \$50.22 per hour for any day less than 7.5 hours worked; (not including time off for breaks or meals). A final ACA Safe Harbor fee will also be negotiated at the same time as final compensation. It is anticipated the Contractor may work up to 217 days per year.

Payment will be made on a monthly basis. The independent contractor is responsible for payment of any and all federal, state or local **taxes** that may apply. The state will not provide Health Care or Pension Benefits. The successful bidder is not a State of Delaware employee. 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.

DSCYF reserves the right not to award contracts for any or all of the service areas included in this RFP. Contract start dates may vary depending on the length of the negotiations and other factors, but it is the Department's goal to begin service delivery as soon as possible.

It is estimated that each contractor will work approximately 35-40 hours per week to complete required tasks, unless specified otherwise in the resulting contract.

A Delaware Business License is required for all independent contractors at the time of contract execution, but not at time of proposal submission. Successful bidders **must** obtain and maintain a Delaware business license and any required professional licenses for the term of the contractual agreement.

Commercial Liability insurance is also required for the term of the resulting contract. Details on coverage amounts appear in Appendix A.

FOR FORMER OR CURRENT STATE EMPLOYEES INTERESTED IN COMPETING FOR THESE CONTRACTS:

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

Individuals wishing to submit a proposal in response to this RFP who receive a pension benefit from the State Employee's Pension Plan are required to complete Form-SS-8 "Determination of

Worker Status” with the Internal Revenue Service. The application and findings from the Internal Revenue Service must be reported to the Delaware Board of Pension Trustees for a determination of the individual meeting the definition of employee within the Plan. For more information visit <http://delawarepensions.com>.

Criminal Background Check:

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

DSCYF which will assess the information and make a determination of suitability based on the type of offenses, recency, record since the offenses, and responsibilities of the bidder.

In addition, all bidders awarded a contract will be required to obtain certification from DSCYF as to whether the individual is named in the Central Register as the perpetrator of a report of child abuse.

Requirements for each contract opportunity are on the following pages.

CONTRACT SERVICE DESCRIPTION AND REQUIREMENTS

CONTRACT OPPORTUNITY: Medicaid Compliance and Regulatory Specialist

Scope of Work: A Medicaid Compliance and Regulatory Specialist will be responsible for the review of the regulatory and contractual requirements necessary for compliance with Medicaid requirements for current activities. The Specialist may research and analyze information and data as necessary for the development, submission, and implementation of waivers and state plan amendments. The Specialist may also develop proposals and implement and evaluate population health and quality strategies to improve the health of the children, youth, families, and communities served by DPBHS. A Specialist is a key member of the DPBHS team that develops and evaluates compliance and quality strategies.

A Medicaid Compliance and Regulatory Specialist may:

- Work to ensure that contracted and state services providers are in compliance with Medicaid regulations and requirements.
- Participate as a member of the DPBHS team in the development and implementation of compliance monitoring strategies.
- Work to improve population behavioral health outcomes, quality and continuity of care.
- Participate as a member of the DPBHS team to develop, implement and evaluate population behavioral health and quality strategies.
- Collaborate with DPBHS partners on population behavioral health to assist with quality improvement and system innovation strategies and initiatives.
- Participate in the development of Medicaid waivers and/or state plan amendments as required.
- Collect data, evaluate, and report as assigned.
- Maintain current knowledge of DMMA and Medicaid rules, regulations, and policies.

- Collaborate with all areas of DPBHS in the design and implementation of strategies to strengthen regulatory and contractual compliance improvement.
- Assist in development and implementation of training and technical assistance programs.

Proposal Evaluation Criteria:

- Bachelor’s degree is required; Degree in Behavioral, Social Science or Management or a related field will be given preference [MANDATORY]
- A minimum of three years’ experience working in health and human services regulatory and contractual compliance in a health care or health care finance environment is required [25%]
- A minimum of two years’ experience working with Medicaid and/or state health programs preferred [25%]
- Strategic thinking and proven ability to gather and analyze data and work with system partners to develop, implement and evaluate system improvements [25%]
- Interpersonal and communications skills to include: verbal, written, presentations, meeting facilitation and reports [20%]
- ACA Safe Harbor fee including frequency of invoicing [5%]

Overall Proposal Requirements

ALL bidders must address each of the following items in their proposal and/or provide the required documentation.

Please ensure that the bidder’s name is at the top of each numbered page attached. Number the responses in accordance with the numbered questions below.

1. List and describe your experience which you believe qualifies you to perform the work as described in this RFP. Address each of the following:
 - a. Working in health and human services regulatory and contractual compliance in a health care or health care finance environment
 - b. Working with Medicaid and/or state health programs
 - c. Demonstrate ability to gather and analyze data
 - d. Demonstrate ability to work with system partners to develop, implement and evaluate system improvements
 - e. Demonstrate interpersonal and communications skills to include: verbal, written, presentations, meeting facilitation and reports
 - f. Propose an ACA Safe Harbor fee and the frequency it will be invoiced (e.g. hourly, per employee, quarterly, etc.)
2. List your knowledge, training and/or expertise that is relevant to the work described in this RFP.
3. List any educational degrees, professional credentials and/or licenses relevant to the work as described in this RFP.

4. Provide names and contact information for three professional sources who may be contacted by DSCYF for a reference who can attest to your ability to perform the work for which you are bidding.

5. Include the following documentation with your proposal:
 - a. Brief cover letter
 - b. Bidder Fact Sheet (**as page 1 of proposal**)
 - c. Responses to all questions above (1-4)
 - d. Provide a copy of your valid driver's license
 - e. Provide a copy of any required Delaware professional license
 - f. Provide a copy of your resume or vita outlining education/experience in addition to other narrative submitted as part of proposal.

6. Include the following signed forms included in this RFP:
 - a. Assurance Form
 - b. Certification, Representation, and Acknowledgements
 - c. Employing Delawareans Report

7. Submission of a proposal serves as acknowledgement of the stated proposed compensation as acceptable. No additional budget information is required.

Successful bidders will be required to maintain a reliable source of transportation to statewide meetings, presentations, trainings, etc. for the term of the contract.

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

APPENDIX A:

REQUIRED BIDDER'S FORMS
AND INSTRUCTIONS

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES

Submission 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. Binders, color graphics and extensive attachments are unnecessary. Double-side copying is strongly encouraged.

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

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

II. QUESTIONS

All questions shall be submitted as instructed on page 2 of this RFP. RFP updates and answers to substantive content questions will be posted on the State's solicitation portal at www.bids.delaware.gov. Please check for updates regularly.

III. ETHICS LAW RESTRICTIONS

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

IV. PROPOSALS BECOME STATE PROPERTY

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

V. RFP AND FINAL CONTRACT

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

VI. PROPOSAL AND FINAL CONTRACT

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

VII. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

VIII. COST OF PROPOSAL PREPARATION

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

IX. EVALUATION REQUIREMENTS AND PROCESS

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

The Proposal Review Committee shall assign up to the maximum number of points as stated above 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 award 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 bidder and negotiate with more than one bidder at the same time. The Department reserves the right to award with more than one bidder.

All proposals shall be evaluated using the same criteria and scoring process. The criteria stated previously in the RFP 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.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support. Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted. Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format or content.

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

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

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

XII. STANDARDS FOR SUBCONTRACTORS

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

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

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

XIII. CONTRACT TERMINATION CONDITIONS

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

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

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

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

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP (unless renegotiated in the contract) within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order 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.

XVII. LICENSES AND PERMITS

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XVIII. INSURANCE

- 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 all required commercial liability insurance with a carrier satisfactory to the State.
- Forty-five (45) days written notice of cancellation or material change of any policies is required.

XIX. NON-DISCRIMINATION

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

XX. COVENANT AGAINST CONTINGENT FEES

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

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over

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

XXII. APPLICABLE LAW

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

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

XXIV. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Each successful bidder agrees that any individual or group of temporary staff person(s) provided to the Department pursuant to the resulting Contract(s) shall remain the employee(s) of successful bidder(s) for all purposes including any required compliance with the Affordable Care Act by the successful bidder(s). successful bidder(s) agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the Department pursuant to this Contract must be provided any benefits, including any healthcare benefits by the Department and successful bidder(s) agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the Department is a dual employer or the sole employer of any individual temporary staff person(s) provided to the Department pursuant to this Contract, successful bidder(s) agrees to hold harmless, indemnify, and defend the Department to the maximum extent of any liability to the Department arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the Department subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Contract, the aforementioned obligations to hold harmless, indemnify, and defend the Department shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the successful bidder(s)'s obligation to hold harmless, indemnify, and defend the Department for any liability that arises out of compliance with the ACA prior to the date of hire by the Department. Successful bidder will waive any separation fee provided an employee works for both the successful bidder and Department, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the Department. Notice can be issued at second month if it is the Department's intention to hire.

PLEASE SIGN 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 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
- Within the past five (5) years neither your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor has been the subject of a Federal, State, or Local government suspension or debarment

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

PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL

EMPLOYING DELAWAREANS REPORT

RFP No. CYF 16-07

RFP Title: Compliance and Regulatory Specialist

Bidder Name:	
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As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of the following. **For this bid include yourself in numbers below.**

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

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