



*State of Delaware*

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

# RFP# CYF19-10

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

**SERVICE COMPONENTS**

**Middle School Behavioral Health Consultant Program**

**INFORMATIONAL BIDDERS CONFERENCE: Wednesday, May 29, 2019**

**PROPOSALS DUE: Tuesday, June 11, 2019 by 2 pm ET**

**The RFP schedule is as follows:**

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@Delaware.gov](mailto:herbert.bolles@Delaware.gov) **by COB June 03, 2019** to ensure a response prior to proposal due date.

**Wednesday  
May 29, 2019  
at 9 AM ET** An informational bidders' conference will be held as follows:  
Delaware Youth and Family Center  
1825 Faulkland Road, Room #199  
Wilmington, DE 19805

**Tuesday,  
June 11, 2019  
by 2:00 PM  
ET** Please submit 1 original proposal marked "ORIGINAL". Please submit 6 copies of your proposal marked "COPY". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must be delivered by Tuesday, June 11, 2019 by 2:00 PM ET.**

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

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

Express Courier or hand deliver the sealed bids as follows:

**PROPOSAL  
DELIVERY:**

State of Delaware  
RFP CYF#19-10  
Ryan Bolles, Grants and Contracts Unit  
1825 Faulkland Road  
Wilmington, DE 19805

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

State of Delaware  
RFP CYF#19-10  
Ryan Bolles, Grants & Contracts Unit  
1825 Faulkland Road  
Wilmington, DE 19805

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

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

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

**Delaware Children's Department**  
**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 agencies to provide professional services work required to provide Behavioral Health Services to students in Middle Schools.

**The Department is NOT accepting proposals from individuals.** DSCYF is ONLY accepting proposal from eligible agencies. Eligible agencies are those which are in compliance with licensing requirements of all appropriate Delaware State and local authorities. In addition, Agencies must be accredited by a national accreditation organization such as The Joint Commission, Commission on Accreditation of Rehabilitative Facilities (CARF), or the Council on Accreditation (COA). Agencies without accreditation status must meet DPBHS clinical standards outlined in the DPBHS Treatment Provider Manual and the CARF standards for unaccredited providers under the Business and Services Network. The DPBHS Treatment Provider Manual is available online at <https://kids.delaware.gov/pbhs/pdfs/pbh-treatment-provider-manual.pdf> Agencies may bid for some or all contracted service delivery positions.

**CONTEXT OF NEEDED SERVICE:** Transition to adolescence during middle school can be a challenging developmental time with increased risk for depression, anxiety, substance use and behavioral issues. Behavioral health and substance use issues that do not receive intervention can lead to behaviors that result in suspension and expulsion. The Middle School Behavioral Health Consultation (MSBHC) Program ensures continued support for middle school students by providing screening, early intervention and brief counseling services to students as they enter adolescence and face multiple challenges and stressors. This is intended to be a year round program including months school is not in session.

The Department anticipates a multi-year relationship with successful bidders for a maximum of five years with one or more bidders. However, initial contracts will likely be for one year of service. Continuation of contracts is subject to both availability of funds and satisfactory performance of the contractor. The MSBHC Program is administered by DSCYF's Division of Prevention and Behavioral Health Services (DPBHS). Contracts will likely be structured as "cost reimbursable" which means successful bidders will be authorized to invoice DSCYF monthly against a negotiated annual budget.

**Professional service types and number of intended individual service providers needed resulting from this RFP are as follows (details provided in subsequent pages):**

- 3 Behavioral Health County Coordinators (one per county)
- 30 Behavioral Health Consultants (approximately 8-10 per county with some overlap)

**NOTE:**

In the current DSCYF Behavioral Health Services System, DSCYF has been using independent contractors referenced as "Middle School Behavioral Health Consultants" (MSBHC) to support children, youth and their families. The MSBHC's are assigned to a particular middle school for which they provide the services outlined in this RFP. In addition, DSCYF has contracted with "Behavioral Health County Coordinators" that are independent contractors. The Behavioral Health County Coordinators" provide support, oversight and coordination to the MSBHC's in their region. DSCYF also holds a contract with one "Contract

Manager” which helps facilitate the day to day administrative program operations. **It is the expectation of DSCYF** that the successful bidder will offer those individuals an interview and evaluate for hiring or sub-contracting all current DSCYF contractors who are interested in serving as an employee or subcontractor of the bidder. The bidder is not required to offer employment or a sub-contract to any of those individuals.

Successful bidding agencies AND each affiliated individual service provider must be enrolled in Delaware Medicaid for the term of the contract.

**Budget:** DSCYF has been allocated a maximum of **\$2,819,300** to fund this entire program.

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

### **ACA SAFE HARBOR**

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

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

**A Delaware Business License** (unless a documented non-profit agency) is required of all successful bidders at the time of contract execution, but not at time of proposal submission. Successful bidders must obtain and maintain a Delaware business license (except non-profit) and required insurances for the term of the contractual agreement.

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.

**FOR ANY FORMER AND CURRENT STATE EMPLOYEE WHO ARE INTERESTED IN  
COMPETING FOR THESE CONTRACTS:**

To ensure compliance with the State's Code of Conduct post-employment law (which provides that former State employees may not work on State projects if they were directly and materially related to their work as State employees), it is required that current State of Delaware employees who respond to this RFP, also contact Deborah 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 included in a proposal in response to this RFP who receive a pension benefit from the State Employees' Pension Plan are required to complete Form-SS-8 "Determination of Worker Status" with the Internal Revenue Service. The application and findings from the Internal Revenue Service must be reported to the Delaware Board of Pension Trustees for a determination of the individual meeting the definition of employee within the Plan. For more information visit <http://delawarepensions.com>

**Criminal Background Check:**

Pursuant to 31 Del.C. Section 309, all successful bidder's individual service providers are required to pass a criminal background check (state and federal).

All information required by Delaware Code shall be forwarded to the DSCYF which will assess the information and make a determination of suitability based upon the types of offenses, how recently the offense occurred, record since the offenses, and responsibilities of the bidder.

In addition, all successful bidder's individual service providers will be required to obtain certification from the Department of Services for Children, Youth and Their Families as to whether the individual is named in the Central Register as the perpetrator of a report of child abuse.

## **Service Type Descriptions and Requirements**

### **Behavioral Health County Coordinator (BHCC) (3)**

#### **Scope of Work:**

1. Regularly visits each middle school under purview in order to confer with the MSBHC and school staff to ensure that all is going well.
2. Routinely monitor documentation of all screenings and consultations completed by the MSBHC under their purview and ensure they are documented in the PBHS Database in a timely manner.
3. Track outcome data and prepare narrative and statistical reports on regular basis to document accomplishments of the region under their purview.
4. Evaluate progress of Behavioral Health Services via routine monitoring and yearly audits; certify competency/mastery of program in using specified intervention(s).
5. Assist in the continued development of partnership and maintain relationship with middle school.
6. Provide expert clinical training and consultation on evidence based mental practices.
7. Assist with resource connection and removing barriers to coordinating and collaboration with multiple systems of care. Help develop collaborative partnerships and programs with the surrounding community. Focus on Outreach and ongoing collaborative community development, training and awareness of stress and trauma to recognize environmental risk factors that may lead to later emotional problems and how to interact with parents in assisting them to participate with the program.
8. Workday will be based on the needs of the program. It is estimated that each County Coordinator will likely be required to work approximately 35-40 hours per week to complete the required tasks. The majority of the hours will parallel the school day and calendar. However, late afternoon, evening and weekend hours may be required based on the needs of the MSBHC, school, student and family. Services will be delivered in the school, home and community.
9. Each individual service provider must be enrolled in Delaware Medicaid for term of the contract.

#### **Behavioral Health County Coordinator (BHCC) Qualifications:**

- Master's degree in psychology, social work or related field.
- Management experience.
- Skills and experience in clinical intervention with children and families.
- Experience in assessment and screening measures and instruments.
- Experience providing training to clinicians in practice.
- Possession of a professional license to provide mental health counseling services in Delaware.
- Professional Liability Insurance coverage.

## **Middle School Behavioral Health Consultant (MSBHC)**

### **Scope of Work:**

1. Provide intervention for students and families that address the student's behavior and family issues that impact school performance and social and emotional development.
2. Referral assistance and mental health screening assessment as needed.
  - a. For clients whom initial screening indicates the need for routine outpatient services, project staff will assist the family to make the referral to the appropriate outpatient provider.
3. For clients who may require a more intensive level of care, project staff will gather additional assessment material as required by the DPBHS and will work with the child and family during the referral process.
4. Brief Mental Health Screening to include a screening for mental health/substance abuse (MH/SA) and for trauma. Contractor will screen for risk of suicidality/homicidality. Coordination with Mobile Response and Stabilization Services (MRSS) as indicated based on the findings.
5. Follow-up to assure students and families are connected with appropriate resources (e.g., attend appointments prior to case closure).
6. Clinical support in the form of face-to-face counseling for the child(ren) and family during the period the client is open with the program; crisis assessment; clinical interventions; psycho-educational groups; and training and consultation for parents, teachers and administrators are provided as well.
7. Communication with DSCYF worker(s) and completion of reports as reasonably requested by DSCYF.
8. Participation in activities designed to develop the partnership between the programs, middle school and surrounding community. These may include but not be limited to:
9. Outreach and ongoing collaborative community development, training and awareness of stress and trauma to recognize environmental risk factors that may lead to later emotional problems and how to interact with parents in assisting them to participate with the program.
  - a. The MSBHC will assist school staff in the development of a positive and productive educational environment. The MSBHC will also assist families and schools to access community MH/SA and Prevention Services.
  - b. Fulfillment of service standards and practices: Winning bidder(s) will establish, in consultation with DPBHS, service standards with regard to documentation and recordkeeping, minimum staff qualifications for various tasks, response times, etc.
10. As previously noted, it is expected that services will be provided primarily in the middle schools. Services can be provided in the client homes, or in other locations in the community as well, except in cases where client convenience, client safety issues or some other compelling consideration warrant service delivery in an agency office or other non-community setting.
11. Each individual licensed service provider must be enrolled in Delaware Medicaid for term of the contract.
12. Documentation of all screenings, assessments and consultations completed on regular basis in the PBHS Database to document accomplishments. Documentations in the DSCYF database will be used to track outcome data and run statistical reports. The Contractor will provide supportive narrative regarding their data when needed.
13. Workday will be based on the needs of the students. It is estimated that each MSBHC will likely be required to work approximately 35-40 hours per week to complete the required tasks. The majority of the hours will parallel the school day and calendar. However, late afternoon, evening and weekend hours may be required based on the needs of the student and family. MSBHC services will be delivered in the school, home and community.

14. Location of Services: the middle school behavioral health consultant will be located at the middle schools as determined by DPBHS. While the majority of the services will be conducted in the school setting is expected that the MSBHC will conduct home visits and work with other informal and formal supports and community partners as appropriate based on the needs of the students and families.
15. Each bidder's staff will be required to participate in the Random Moment Time Study (RMTS) to determine what percentage of time is spent doing tasks recoverable through the Cost Allocation Plan (CAP). The middle school behavioral health consultant will have 3 business days to respond to each request.

*DPBHS is open to creative, effective approaches. However, proposals must cover how bidders propose to meet 1-15 above.*

The MSBHC establishes comprehensive plans for services to ensure student and family needs are met. The services will include: screening for Mental Health/Substance Abuse (MH/SA) and for trauma; crisis assessment; clinical interventions; psycho-educational groups; and training and consultation for parents, teachers and administrators. The MSBHC will assist school staff in the development of a positive and productive educational environment. MSBHCs will also assist families and schools to access community MH/SA and Prevention Services.

**Middle School Behavioral Health Consultant (MSBHC) Qualifications:**

- Master's degree in psychology, social work or related field.
- Possession of a professional license to provide behavioral health services in Delaware.
- Experience in determining clinical necessity for mental health services.
- Experience in provision of behavioral health services for children and families.
- Knowledge and preferably experience in coordinating/collaborating multiple systems of care.
- Professional Liability Insurance coverage

**All bidders must address each of the following items in their proposal.** A response to every question is required to complete the proposal as is the attachment of specified documents. ***Number the responses in accordance with the numbered questions below.***

- 1.) Briefly describe the organization's history, include information such as date of inception, purpose, major growth or development, current professional / service affiliations, etc. Also include the description of Organization's administrative and fiscal management structures as well as its ability to effectively provide the proposed services.
- 2.) Outline your experience your agency's experience providing behavioral health or risk screenings, interventions, treatment and consultation. Please highlight experience providing these services in school settings and include any letters from support or references from schools.
- 4.) Highlight your experience with prevention and treatment services for children with diverse cultural and ethnic backgrounds.
- 6.) Identify any sanctions, legal actions, licensing corrective actions and current or pending litigation that the organization is currently (now or within the past 2 years) experiencing.
- 7.) Accreditation history (if applicable), 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 proposal due date.
- 8.) List all State of Delaware and Federal contracts currently held or held in the past three (3) years (if applicable). Include a contact name and phone number, the name of State or Federal Agency contracted with, and the type of service(s) provided and include the most recent monitoring reports.
- 9.) Description of quality monitoring and quality improvement process used or proposed to be incorporated.
- 10.) Provide a detailed plan of how your agency proposes to work collaboratively with DPBHS and the schools to successfully transition youth currently receiving BHC services and/or transition staff presently in Behavioral Health Consultant positions to a new provider.
- 11.) Please provide a description of your new staff on-boarding process including timeline

### Proposal Content Requirements

All proposals shall include the following documents:

- a. Bidder FACT Sheet Found in Appendix A and online with this RFP in MS Word for easy editing
- b. Responses to all question #1-11 in the previous section.
- c. List of proposed staff and qualifications or hiring criteria for each service bid
- d. Completed **DSCYF Line Item Budget** form with supporting budget narrative including proposed salary structure for each service bid. DSCYF Line Item Budget posted online with this RFP in MS Excel format for easy editing
- e. A separately identifiable proposed **ACA Safe Harbor Fee** must be included in the submitted DSCYF Budget Form. Identify the rate, frequency and application (e.g. per staff person, etc.) of the fee in the budget narrative.
- f. Copy of last accreditation report/review
- g. Signed "Assurances" document found in Appendix A.
- h. Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A.
- i. Completed "employing Delawareans Report" document found in Appendix A and online with this RFP in MS Word for easy editing.

*Missing documentations will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.*

**Proposal Evaluation Criteria with Points**

- a. Training and experience to deliver services. [20 Points]
- b. Experience providing behavioral health services or consultation in and/or with different schools districts and different levels of schools within districts. [15 points]
- c. Experience with conducting behavioral health screenings, suicide and other risk assessment on youth. [20 points]
- d. Quality assurance and continuous improvement plan, including outcome and other measures for assessing service effectiveness. [10 points]
- e. Quality of Transition Plan [10 points]
- f. Proposed Budget identifying all costs including Salary Structure [10 points]
- g. Disciplinary Action [0 to minus 20 points]
- h. Experience, reputation and demonstrated ability with DSCYF, other state/federal agencies and/or accreditations and licensing bodies [10 points]
- i. Safe Harbor Fee [5 points]

## **APPENDIX A – Bidder Forms and Instructions**

### ***Submission Instructions***

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

#### **I. FORMAT**

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

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

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

#### **II. QUESTIONS**

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

#### **III. ETHICS LAW RESTRICTIONS**

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

#### **IV. PROPOSALS BECOME STATE PROPERTY**

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

#### **V. RFP AND FINAL CONTRACT**

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

## **VI. PROPOSAL AND FINAL CONTRACT**

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

## **VII. MODIFICATIONS TO PROPOSALS**

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

## **VIII. COST OF PROPOSAL PREPARATION**

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

## **IX. EVALUATION REQUIREMENTS AND PROCESS**

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

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

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

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

## **X. REJECTION OF PROPOSALS**

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

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

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

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

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

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

## **XII. STANDARDS FOR SUBCONTRACTORS**

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

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

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

### **XIII. CONTRACT TERMINATION CONDITIONS**

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

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

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

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

### **XIV. NON-APPROPRIATION**

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

### **XV. FORMAL CONTRACT AND PURCHASE ORDER**

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

### **XVI. INDEMNIFICATION**

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

### **XII. LICENSES AND PERMITS**

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

### **XIII. INSURANCE**

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's

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

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Department of Services for Children, Youth and Their Families.

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

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

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

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

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

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

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

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

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

**XIX. NON-DISCRIMINATION**

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

**XX. COVENANT AGAINST CONTINGENT FEES**

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or

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

**XXI. CONTRACT DOCUMENTS**

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

**XXII. APPLICABLE LAW**

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

**XXIII. SCOPE OF AGREEMENT**

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

**XXIV CONFIDENTIALITY**

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

**BIDDER FACT SHEET**

Place as Top Page of Proposal

RFP Title:           **CYF 19-10 Middle School Behavioral Health Consultation Program**          

Total 12-Month Budget for all services in the following proposed locations:

	\$
<input type="checkbox"/>	New Castle County
<input type="checkbox"/>	Kent County
<input type="checkbox"/>	Sussex County

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

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

Vendor FEIN: \_\_\_\_\_ Delaware Business License#: \_\_\_\_\_

(Not required to bid)

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

**PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL**

**ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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Date

**PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL**

**CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS**

By signing below, bidder certifies that:

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

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Name of Organization's Authorized Administrator

\_\_\_\_\_  
Signature of Authorized Administrator

\_\_\_\_\_  
Date

**PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL**

RFP Title: CYF 19-10 Middle School Behavioral Health Consultation Program

Bidder Name:	
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**EMPLOYING DELAWAREANS REPORT**

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

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

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