



**DSCYF**  
Department of Services for  
Children, Youth & Their Families

# **RFP#**

# **CYF20-02**

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

**SERVICE COMPONENTS**

**Secure and Staff Secure Juvenile Justice  
Residential Treatment Services**

**INFORMATIONAL BIDDERS CONFERENCE:** NONE

**PROPOSALS DUE:** Thursday, July 9, 2020 by 2 pm ET

**The RFP schedule is as follows:**

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@Delaware.gov](mailto:herbert.bolles@Delaware.gov) **by 4:30 pm on June 30, 2020** to ensure a response prior to proposal due date.

**None** There is **no** bidders' conference scheduled for this RFP.

**Thursday,  
July 9, 2020  
by 2:00 PM  
ET**

For this RFP DSCYF will accept your proposal by email as described below. Please submit the minimum number of separate documents as possible. A single proposal document is preferred.

Proposals **must be received by email by 2:00 PM ET Thursday, July 9, 2020.**

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

**PROPOSAL  
DELIVERY:**

Please submit **your agency's** proposal to [DSCYF Bids Submission@delaware.gov](mailto:DSCYF_Bids_Submission@delaware.gov) **NOTE:** the State of Delaware is not responsible for undelivered emails for any reason.

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.

## REQUEST FOR PROPOSALS

### I. OVERVIEW

The Department of Services for Children, Youth and Their Families (DSCYF), Division of Youth Rehabilitative Services (DYRS) is issuing this Request for Proposals to seek bids to provide **secure and staff secure residential programming** for adjudicated delinquent males and/or females with a preference given to programs within or in close proximity to the state of Delaware. Youth are committed by Delaware's Family Court to secure or staff secure programming. Anticipated lengths of stay will vary as authorized by the DYRS Placement Authorization Committee (PAC) for 30 days or longer in line with each youth's sentencing order and individualized treatment needs. Some youth will have sentences that have a mandatory length of stay of 6-12 months. DYRS desires contracting for programs with evidence-based/informed and/or innovative approaches to residential treatment services, which are supported by empirical literature. The programs must provide treatment, medical services, transition services, educational services, physical activities and a safe and secure environment seven (7) days a week, 24 hours per day, three hundred and sixty-five (365) days per year. Contracted secure or staff secure services/programs should be in line with the DSCYF's "System of Care" philosophy and be targeted to provide services in the least restrictive, most appropriate setting possible in accordance with the youth's individual court sentencing.

DYRS is not seeking to contract with providers with a "one size fits all" mentality but will contract with a range of providers that can meet individualized treatment needs of both adjudicated males and/or females in need of both short and/or long-term secure or staff secure programming. Prospective Providers may bid on one or more services for population groups described in this RFP. Proposals submitted for very specialized programming will be considered with the understanding that DYRS may have youth that fit these criteria from time to time, but there may be limited need for contracted services at any given time. In responding to this RFP, providers should provide clarity as to which population subsets they are willing to serve as well as any specific exclusion criteria under their proposal. DYRS reserves the right to award more than one contract as a result of this RFP.

To supplement the availability of secure and/or staff secure programming either within or in close proximity to Delaware, proposals are also requested from more distant providers to complement the availability of a range of services to meet the specific treatment needs of each adjudicated youth.

This RFP is placing out for bid most short and long-term secure or staff secure services for adjudicated youth currently under contract with DYRS **with the exception of the following services** that may be targeted under other recent or future RFPs:

- Residential drug and alcohol treatment
- Residential inappropriate sexual behavior treatment services
- Residential Treatment Services for children with mental health, substance use, and co-occurring disorders that were recently placed out for bid in March 2014 by the Division of Prevention and Behavioral Health Services under RFP# CYF 14-01.

**With the exception of providers contracted for the services excluded and listed above, all current DYRS secure and staff secure providers must respond to this RFP if they desire contract continuation in FY21 (beyond 6/30/20).**

**The Proposal Content is provided in Section XV of this RFP. Responses to each category are mandatory in order for the proposal to be considered responsive to the RFP by DSCYF.**

Successful proposals will illustrate familiarity with concepts and methodologies associated with trauma informed care, evidence based juvenile justice approaches as well as confidentiality requirements, HIPAA regulations, PREA compliance and other legal issues that require knowledge and consideration. Incorporation of Office of Juvenile Justice and Delinquency Prevention (OJJDP) principles, evidence-based/informed models or practices, and research-based philosophies and methods are highly desirable and should be identified.

Distribution of this RFP does not guarantee that DSCYF will award contracts for any proposals, or any element of proposals that are received. Prospective Providers may bid on all services or population subsets as described in this RFP.

**Although this RFP is being placed out for bid for secure and staff secure residential programming, the Department will also consider awarding proposals for programs that combine both staff secure and secure care programming as a continuum of care related to the staff secure care program's behavior modification program. Bidders proposing such a continuum should clearly specify in their proposal how secure care services are integrated into their program's milieu and behavioral modification programming to be considered under this RFP.**

## **DYRS MISSION STATEMENT**

It is the mission of DYRS "To Support Public Safety and Positive Change of Children, Families, and Communities through Guidance, Education and Empowerment."

## **II. FEE CALCULATION**

Bidders must take into account the following assumptions:

- Billing for services will be done on a Unit Cost (per-diem) basis for youth served. Bidders are required to stipulate the deliverables that are and are not included in the quoted per diem (e.g. room/board, treatment services, regular and special educational services including psycho-educational testing, on-site or off-site medical, dental, vision and prescription services, clothing, transportation for admission, discharge, home passes, mandated court hearing attendance, etc.) In calculating these costs, DYRS pays for the date of admission and all dates youth is served with the exception of the date of discharge. Any fee-for-service costs above and beyond those covered in the per diem rate should be delineated in the bidder's proposal. Bidders should note if the cost of parental site visits are or are not included in the quoted per diem rate. If included, please specify what travel/housing costs are included inclusive of frequency and duration of included parental visits.
- It is the Department's preference that Bidders' proposed units costs include routine medical and dental care. Proposals should outline the types of health care evaluations/services available directly by the provider through employed or subcontracted medical providers or provided via community resources.
- Successful bidders must agree to contact their local medical providers of choice and request that they enroll with Delaware Medicaid. When Delaware youth require medical services beyond the scope of the successful bidder's program, the successful bidders shall make every effort to use medical providers who agree to participate with Delaware Medicaid. Bidders must also agree to exhaust all third party insurance options prior to billing DYRS for medical service costs.
- Bidders must document their capacity to provide services for youth with accompanying mental health (e.g. psychotropic medication management or counseling needs) and/or substance abuse counseling/educational service needs either:
  - **Directly through qualified mental health and substance abuse professionals on staff inclusive in the program's per diem** or
  - **Outside of the program's per diem** through agreements or subcontracts with outside individuals or agencies with qualified mental health and substance abuse providers as defined by State requirements in which the services are rendered. If mental health and substance abuse services are provided through community agreements/subcontracted providers, successful bidders must agree to pay subcontractors for these mental health and substance abuse services rendered and be reimbursed for **pre-approved** services by DSCYF through the monthly billing process. Specific data and billing requirements will be discussed through the contract negotiation process and will include requirements for successful bidders (via the community providers) to complete and submit a Mental Health or Substance Abuse Admission form, Discharge from Mental Health or Substance Abuse Services form and Client Billing Summary in order to receive payment by DSCYF for pre-approved services.

- Bidders shall provide a sample school calendar and specify the proposed payment methodology for educational services (e.g. annualized versus billable days for dates of attendance in line with the school calendar.)
- There are no start-up funds available under this RFP.
- The successful bidders must work with the Department's Cost Recovery Unit to provide required reports and documentation of service. Based on the successful bidder's scope of services, the Department may require the Provider to invoice private health insurance for Room, Board and Behavioral Health Services as applicable for each youth served once that insurance information becomes known prior to invoicing the DEPARTMENT.

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.

### **III. TERM OF CONTRACT AWARD**

DSCYF anticipates up to a five-year contractual relationship is possible with successful bidders. A contract award is in no way a guarantee of utilization by DSCYF. Contracts will be begin as soon as can be negotiated and will be written for one or more years with agreement from the bidder. Contract renewals are contingent upon satisfactory performance and availability of funds for a cumulative total of five years.

Contract award(s) will be dependent on the quality of responses received and the needs of the Department.

### **IV. TARGET POPULATION**

The bidders' programs should be designed to:

- Provide secure or staff secure programming for adjudicated males or females who would benefit from short or long-term residential placement;
- Match the youth's criminogenic needs as indicated in the risk assessment.
- Provide programming for males or females who have violated the terms of probation or aftercare as well as youth in need of secure or staff secure court ordered placement for a wide variety of delinquent activities and risk levels as determined by an assessment.

Most youth will be between the ages of 13-18 years, but an occasional younger offender may be served and youth may need to be served until their 19<sup>th</sup> birthday. If the bidder's service does not serve youth after their 18<sup>th</sup> birthday, they may still submit a proposal. A significant number of the youth will have histories of exposure to trauma (particularly community violence), a history of drug use or dependency and/or may be prescribed psychotropic medications. Bidder programs should anticipate receiving youth with symptoms of:

- Partial or full Post-traumatic Stress Disorder
- Inattention and hyper-activity-impulsivity
- Learning disorders
- Conduct disorders
- Oppositional-defiant disorder
- Adjustment disorder
- Depression without active psychosis.

**DYRS recognizes that some programs have stricter admission requirements around issues of sexual abuse, substance abuse, required psychotropic medications, suicidal ideation, etc. Those restrictions will not be held against any individual bidder and the only result will be a smaller field of potential referrals if awarded a contract via this RFP.**

## V. ANTICIPATED NUMBER OF YOUTH TO BE SERVED

Data provided in this RFP is for planning purposes only. DYRS does not guarantee a minimum or average number of referrals to any successful bidder nor guarantees future utilization or volume of business in any fiscal year. DYRS intends to continue offering secure and staff secure residential treatment services at its own current State-operated facilities.

Based on historical data, DYRS continues to be in need of contracted providers for short and long-term secure and staff secure programming for both males and females. The table below provides a utilization history of DYRS Contracted residential treatment services during the past three fiscal years:

Table 1: Contracted DYRS Residential Treatment Services\*

	Services	Male	Female	Admissions	Discharges	Ave LOS
FY 2017	15	102	31	133	143	100
FY 2018	12	33	12	45	49	187
FY 2019	10	23	6	29	39	150

## VI. CULTURAL COMPETENCY

DYRS encourages all successful bidders in its network to ensure that programming, including all treatment services and milieu, occurs in the context of cultural competency. This will include but not be limited to appropriate training for staff in the areas of gender and racial sensitivity, support for religious beliefs and customs, acceptance of sexual preferences by youth, etc. Bidders' responses should address how the program will ensure that staff are skillful in working with and ensuring the safety of youth with varying gender and sexual identities.

## VII. EVIDENCE-BASED/INFORMED PRACTICES

Proposals are expected to propose the use of evidence-based/informed and/or innovative approaches to residential treatment services which are supported by empirical literature and align with both trauma-informed care principles as well as the system of care core values: to provide care that is youth-guided and family-driven, and culturally competent using evidence-based/informed practice(s). The RFP responses are expected to demonstrate the bidder's ability and experience with evidence-based/informed clinical interventions and practices that have been shown to effectively meet the diverse physical, emotional, cognitive, and behavioral needs of the children and their family.

Bidders shall state the specific evidence-based/informed intervention(s) and practice(s) to be used in services proposed, how staff is trained in the evidenced-based practice proposed, and how staff skills are sustained in evidence-based/informed practices. For the chosen evidence-based/informed practice(s) selected, bidders must include documentation of research supporting their selection or classification by the OJJDP.

## VIII. ESSENTIAL PROGRAM COMPONENTS

The bidder's program will emphasize increasing youth coping skills, resiliency and building protective factors including self-esteem, effective communication, personal accountability, respect for authority, establishing prosocial relationships and discipline in the context of high intensity, individualized programming. The programs must aspire to become a stabilizing event in the care of each resident, helping him/her to avoid further involvement with the criminal justice system and to return to the community in control and capable of making a successful transition to a responsible and crime-free life. Anticipated lengths of stay may range from 30 days or longer based on each youth's individualized treatment needs and reflective of programming to address identified criminogenic needs as indicated in the risk assessment.

The following program elements must be included in each bidder's proposal:

- Documentation of evidence-based/informed juvenile justice service components suitable to the program's target population and in alignment with trauma-informed and system of care core values to provide care that is youth-guided and family-driven and culturally competent using evidence-based/informed practice(s) in its program models.
- A behavior management program that supports increased capacity for self-regulation
- Specifics on how the program will involve and engage immediate and extended families and other persons potentially supportive of the youth;
- A full schedule of activities each day/evening, with special emphasis on weekend programming;
- Full staffing will be maintained 24 hours/day, 7 days/week;
- Programs that offer services for females must demonstrate the capability to offer gender specific services;
- Programs should be able to define their basic "privilege earning" or behavioral management program;
- Programs should define the content and frequency of services that may include individual, group and family counseling. Caring staff who model positive behaviors will make situational counseling and services available for all residents;
- Indoor and outdoor recreational activities will be made available to the residents. Constructive use of leisure time will be an important element of the treatment;
- Education programs must account for a high proportion of the day/evening structured activities;
- The successful bidders must ensure that all local and/or federal regulations regarding special education are strictly adhered to and documented in separate educational files for each youth served;
- Organized sports, work projects, and physical activity should be featured in the program;
- Included in the program per diem, the program will have the capacity to support at minimum weekly phone contact with families and parental site visits in accordance with program design and LOS factors and in coordination with the assigned DYRS case manager;
- Demonstrated capacity to provide medical, dental, mental health and substance abuse services either directly or through subcontracted providers for the population that they accept; and
- Group and individual counseling will be offered with a focus on assisting youth to experience personal success and develop self-esteem. Content will address, but not be limited to:
  - Enhancing youth's ability for emotional and behavioral regulation
  - Trauma exposure
  - Drug/alcohol education and counseling;
  - Social development and coping skills;
  - Gender specific programming;
  - Values certification;
  - Victim empathy;
  - Mediation/resolution of family conflicts;
  - Family planning;
  - Parent education;
  - Self-sufficiency skills; and

- Employment skills/readiness.
- Prosocial relationship development
- Vocational Readiness/Certification (secondary to primary education goals)

## **IX. FAMILY INVOLVEMENT AND DISCHARGE PLANNING**

Engaging the youth's family and other informal supports at the time of admission and throughout treatment is essential to effective intervention. While youth are in residence, the program will work with each of their families or community caretakers to support progress during the time the youth is in the program as well as to prepare for the youth's return to the community. As a part of the latter, the bidders must consider their approach for involving significant others throughout the treatment process including using technology to enhance family work. As each youth leaves the residential program, he/she must have an individualized plan for transitioning into the community; the plan must include: education, job placement (as applicable), a living arrangement and any appropriate outpatient or wrap-around services in the community including reactivating Medicaid for eligible youth. Youth who are receiving behavioral health services will have a specific plan in place for continued treatment (e.g. agency identified, referral made, initial appointment set) in the community and where possible, will have started community treatment prior to discharge. Plans will be in alignment with those of DYRS case management staff and the local education agency (LEA)

## **X. EDUCATION**

On-site certified educational programming is a requirement of all secure or staff secure programs inclusive of programming for both regular and special education students. Vocational offerings are a plus. Educational services may be provided directly by the successful bidder, through the public school system or through a sub-contract for educational services.

Requirements for programs offering a special education curriculum are outlined in the Operating Guidelines for Contracted Children and Family Programs and Services located at [http://www.kids.delaware.gov/mss/mss\\_contracts.shtml](http://www.kids.delaware.gov/mss/mss_contracts.shtml) (Refer to the section Legally Binding Documents Relevant to Executed Contracts for the most current version of the Operating Guidelines.)

## **XI. STAFF REQUIREMENTS/QUALIFICATIONS**

Bidders must demonstrate that staffing patterns meet (at a minimum) state licensing requirements. The staffing pattern proposed must be sufficient during peak activity hours to promote maximum flexibility and assure individual attention and safety. This will also encourage positive interaction between staff and youth in residence.

The Program Director must have professional training and a knowledge base which supports and guides staff in a comprehensive assessment of the youth referred. The successful bidders must have access to clinical consultation and psychiatric services. Teaching staff must possess Special Education certification if they serve youth with that need. If teaching staff are certified to provide secondary education, certified staff must ensure coverage of core academic subjects. The program must provide educational diagnostics as needed. Providers should document their requirements for case management and direct care staff.

The bidder's staff plan must also take into account the following assumptions:

- The program must insure that all staff are properly licensed and adequately insured to provide transportation for youth to and from off campus appointments and activities. All staff involved in the program are also required to have criminal background checks prior to hire to insure youth safety.

Successful bidders will follow all licensing requirements of the state in which they operate. State of Delaware licensing requirements can be found here: [http://www.kids.delaware.gov/occl/occl\\_resources.shtml#occlregs](http://www.kids.delaware.gov/occl/occl_resources.shtml#occlregs)

## **XII. MONITORING**

Delaware is one of three jurisdictions in the nation to be awarded funds through the OJJDP Juvenile Justice Reform and Reinvestment Initiative (JJRRI) to develop and implement an integrated set of research-based and cost-

measurement tools to assist in making informed decisions about resources and services for youth involved in the juvenile justice system. DSCYF/DYRS is committed to participation in the Juvenile Justice and Reinvestment Initiative. As part of this collaborative endeavor, successful bidder(s) may be called upon to participate in and support reform efforts through the implementation of the Standardized Program Evaluation Protocol (SPEP), a research-based methodology for program improvement aimed at enhancing service quality and delivery. It is the Department's intent for the SPEP process to remain cost neutral to participating contractors. Additional information about SPEP may be found at: <https://my.vanderbilt.edu/spep/> and the OJJDP's JJRI initiative is located at <http://cbkb.org/2013/12/how-do-you-scale-evidence-based/informed-programs-a-look-at-ojjdps-juvenile-justice-reform-and-reinvestment-initiative/>.

The successful bidder(s) must work with DSCYF/DYRS to provide required reports and documentation of service. Internal review and evaluation of the program is the responsibility of the successful bidder(s). The successful bidder(s) will submit data and written reports to DYRS with documentation of performance measures outlined in this RFP and/or contract inclusive of data needed to support SPEP implementation as required. Failure to submit reports may result in delay or denial of payment.

**DSCYF will conduct fiscal and program audits and provide consultation to assure quality services and efficient utilization. DSCYF agrees to notify the contractor of any deficiencies or concerns and will discuss corrective actions that may be needed.**

### **XIII. PROCESS AND OUTCOME PERFORMANCE MEASURES**

Data for Process Measures will be collected for receipt and timeliness of written Initial Service Plans, Quarterly Service Plan Reviews and Discharge Summaries. During Contract Monitoring visits, the DSCYF staff will also review for other required contract deliverables as outlined both in the contract and contractor's Program Description.

Data for Outcome Performance Measures will be collected from multiple sources which may include but will not be limited to review of DSCYF Reportable Incident Reports, DYRS staff, client and parent interviews and/or surveys, site reviews/inspections and interaction with the contractor's jurisdictional licensing authorities. DYRS/DSCYF Case Managers/Monitors, Contract Administrators and/or other DSCYF staff will have regular contact with youth, parents and contractors to monitor client safety during program participation. Additional Outcome Performance Measures may be added. **Contractors will be expected to collate data and submit an annual report to DYRS for the following Outcome Performance Measures:**

#### **Performance Expectations:**

**A.** Treatment Outcome Expectations: DYRS expects contracted services for children and youth to support the DYRS's overall goals of safety and positive outcomes for children and youth in provider services. Contractor child outcomes may be evaluated in one or more of the following ways:

1. Percent of children requiring another service of the same or greater level of intensity/restrictiveness or the same contractor service within six months of successful service discharge.
2. Child safety incidents related to service delivery errors/failures.

DYRS will develop outcome and process measures to track the performance of the program and its individual components. All areas are subject to review at any time. Anticipated measurements may include but would not be limited to include:

Client Outcome Goals	Provider Measurement Responsibilities
Client Service Plans will address all needs identified through the DYRS risk/needs assessment in 100 % of referred cases	<ul style="list-style-type: none"> <li>Contractor’s staff training, review and Quality Assurance processes will track compliance and correct deficiencies as detected.</li> </ul>
No more than 65% of the youth completing the CONTRACTOR’S program shall have been re-arrested on a felony charge within 12 months of discharge	<ul style="list-style-type: none"> <li>Re-arrest data will be developed by DYRS and regularly shared with Contractor, to begin one year from program startup.</li> </ul>
No more than 50% of the youth completing the Provider’s program shall have re-entered out-of-home secure or staff secure care placement with-in 18 months of discharge”.	<ul style="list-style-type: none"> <li>Return to service data will be developed by DYRS and regularly shared with Contractor, to begin one year from program startup.</li> </ul>
65% of youth returning to the community from CONTRACTOR’S program will re-engage in an educational program and/or obtain employment within 30 days of discharge from the program	<ul style="list-style-type: none"> <li>DYRS will generate and review internal six-month reports to identify aggregate program statistics.</li> </ul>
95% of program participants will successfully complete the program	<ul style="list-style-type: none"> <li>Contractor will maintain case files to track completion of program elements</li> <li>Contractor will track Program exits and reasons (e.g. successful, arrested, etc.).</li> </ul>
The CONTRACTOR will provide a safe environment for youth while in residential care by preventing unauthorized exits/escapes from the facility and maintaining custody of youth admitted to the facility.	<ul style="list-style-type: none"> <li>CONTRACTOR will provide a quality assurance structure and process to maintain safety and quality of care.</li> <li>CONTRACTOR will report to DSCYF all unauthorized exits/escapes utilizing the DSCYF contractual Reportable Event reporting standards.</li> </ul>

Additional measures to be identified, including those related to SPEP, may be required.

**B. Process Expectations:** DYRS expects compliance with all contractual requirements related to the timeliness of service activities, reporting requirements and to the manner in which services are delivered. Successful bidder’s service delivery process performance may be evaluated in one or more of the following ways:

1. Services are delivered in compliance with the standards of the agency’s accrediting body.
2. Timeliness of expected/required activities.
3. Timeliness, accuracy and completeness of required reports.
4. Child and family satisfaction rates.

Bidders shall identify Outcome Performance Measures within their proposals relevant to their target population and proposed services.

#### **XIV. TERMS AND CONDITIONS**

Successful bidders will follow all requirements indicated in the DSCYF “Operating Guidelines for Contracted Client Programs and Services”.

All DSCYF/DYRS contracts incorporate the “DSCYF Statement of Agreement” detailing many of the terms and conditions and HIPAA Business Associate Addendum.

All documents are available at [http://kids.delaware.gov/mss/mss\\_contracts.shtml](http://kids.delaware.gov/mss/mss_contracts.shtml)

#### **XV. PROPOSAL CONTENT**

Proposals must specify the segment(s) of the target populations to be served including exclusion criteria if applicable. If the target population is teenagers, the proposed services must include programs to develop the life skills that promote successful transition into adulthood.

The following information and/or documents **are required** to be submitted with your proposal:

1. Organization Fact Sheet (available online where this RFP is posted) **placed on top of proposal**
2. Written Program Description(s).
3. Completed Appendix A “DYRS Community Services Secure and Staff Secure Questionnaire“ with a **separate** Appendix A for **each** proposed service (available online where this RFP is posted)
4. Program’s per diem, any other proposed add-on costs and educational calendar – see requirements under the Section II FEE CALCULATION above
5. Client daily schedule. Include weekend and holiday schedule if it is different than the daily one;
6. Copy of all your current licenses required by your jurisdiction to operate as a child care facility;
7. Facility/Program Accreditation information (as applicable);
8. Copy of most recent Accreditation report(s) (as applicable); and
9. A sample staff schedule covering all shifts and details on how weekend and vacation coverage will be managed.
10. List all State of Delaware, other state(s), Federal, County, City and any other government or private contracts currently held or held in the past three (3) years. Please include a contact name and phone number, the name of State or Federal Agency contracted with, and the type of service(s);
11. Copies of most recent non-Delaware monitoring reports and Quality Improvement Plans must be submitted.
12. Assurances (provided below in this RFP)
13. Certification, Representation, and Acknowledgements (provided below in this RFP)
14. Completed “Employing Delawareans Statistical Report” document available in MS Word format for easy editing where this RFP is posted

**XVI. EVALUATION CRITERIA**

Proposals will be evaluated by a panel of professionals designated by DSCYF. Preference will be given to qualified bidders proposing quality, cost effective services in closest proximity to the state of Delaware. Rating of proposals will be conducted on the following criteria:

<b>CRITERION for Proposal Evaluation/Rating</b>	<b>Max Points</b>
<b>Treatment Model:</b> <ul style="list-style-type: none"> <li>a. Appropriateness and quality of treatment model, approach, or plan proposed to provide services that are able to meet the individual needs of the target population identified</li> <li>b. Includes proposed evidence-based/informed models</li> <li>c. Includes concepts and methodologies associated with trauma informed care, evidence based juvenile justice approaches</li> <li>d. Includes trauma-informed and system of care core values (youth-guided and family-driven, culturally competent and other practices using a System of Care approach);</li> <li>e. Individualized programming for youth; and</li> <li>f. Family involvement (family engagement, integration of the family in the treatment progress, etc.)</li> <li>g. Service offerings meet the needs of identified population as described in this RFP</li> </ul>	30
<b>Experience/Demonstrated Ability and Reputation:</b> <ul style="list-style-type: none"> <li>a. History of the organization with DSCYF, other city, county, state, federal or private agencies with this or other services (e.g. safety, accessibility, responsiveness and effectiveness, etc.).</li> <li>b. Demonstrated experience in providing high quality Residential Treatment Services or similar services as demonstrated by outcomes measures including length of stay</li> <li>c. Demonstrated experience/reputation as indicated by reviews by licensing, accrediting body and/or state agencies with Delaware or in States where organization provides or provided residential or other treatment services</li> </ul>	15
<b>Quality of the staffing plan</b> <ul style="list-style-type: none"> <li>a. Staff to student ratio</li> <li>b. Staff credentials</li> </ul>	15
<b>Quality assurance and continuous improvement plan</b>	15
<b>Geographic Service Proximity to Delaware</b> <ul style="list-style-type: none"> <li>a. Ease of geographic accessible to a youth’s family and community with the intent to enable family involvement in care</li> </ul>	10
<b>Budget:</b> <ul style="list-style-type: none"> <li>a. Is the unit cost and/or other service add-on cost reasonable and competitive (comparison to the open-market and other proposals);</li> <li>b. Has the bidder clearly explained the costs as requested?</li> <li>c. Has the bidder secured matching funds (in-kind either internally or externally to the organization or cash assistance)?</li> </ul>	15
<b>Total Possible</b>	<b>100</b>

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

### ***Submission Instructions***

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

#### **I. FORMAT**

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 review panel.

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 substantive 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. §§ 6982(b). 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. § 6981 to award a contract to the successful firm or firms 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 cost;
  - 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.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits

specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
  1. \$1,000,000 combined single limit each accident, for bodily injury;
  2. \$250,000 for property damage to others;
  3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
  4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
  5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

ENTER AGENCY NAME  
Contract No: ENTER CONTRACT NUMBER  
State of Delaware  
ADDRESS  
ADDRESS

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

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.

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

**ASSURANCES**

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

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 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