



DSCYF
Department of Services for
Children, Youth & Their Families

RFP#

CYF 20-05

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

SERVICE COMPONENTS

PSYCHIATRY / NURSE PRACTITIONER SERVICES
IN DSCYF RESIDENTIAL FACILITIES

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSAL SUBMISSION DEADLINE: **November 4, 2020 by 2:00 pm local time**

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov **by 4:30 pm on October 28, 2020** to ensure a response prior to proposal due date. Questions received after this time may not be answered.

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

**11/04/2020
by 2:00 PM
local time** For this RFP DSCYF will accept your proposal by email **ONLY** as described below. Please submit the **minimum** number of separate email attachments as possible. A single proposal attachment is preferred, but not mandatory.

Proposals must be **received by email by 2:00 PM local time on November 4, 2020.**

Emailed proposals arriving with a State of Delaware system date/time stamp after a 2:00 pm local time on the due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem please reach out to the designee identified on page 10 as soon as possible.

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 or delayed emails for any reason. **Submission email must have a date/time stamp when received by the State of Delaware in compliance with the stated due date/time.**

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.

PSYCHIATRY / NURSE PRACTITIONER SERVICES RFP

I. INTRODUCTION

The State of Delaware’s Department of Services for Children, Youth and Their Families (DSCYF) is soliciting proposals from licensed medical * practitioners to provide psychiatric services in two mental health residential treatment centers (RTCs) —which also provide outpatient day treatment—and in multiple staff-secure and secure care juvenile justice settings, and on an outpatient basis for Bridge psychiatric service. DSCYF intends to make one or more awards as part of this RFP.

This solicitation is open to any qualified provider of psychiatric services, including sole proprietors, partnerships, corporations, limited liability corporations, etc., either for-profit or not-for-profit. Regardless of the type of organization structure (as referred to in the previous sentence), direct treatment services under this RFP must be provided by a Delaware-licensed psychiatrist experienced with children and adolescents, or by a Delaware-licensed Psychiatric-Mental Health Nurse Practitioner–Board Certified (PMHNP- BC) with active prescriptive authority, who also meets all the requirements specified herein (see especially Section V. Psychiatric Service Provider Specifications) for that service. It is not necessary to be licensed in Delaware to respond to this RFP, but any practitioner must be licensed in Delaware before providing any services contracted as a result of this RFP.

*NOTE: Throughout this RFP, the term practitioner will be used to denote both psychiatrists and nurse practitioners (or, where applicable, organizations providing psychiatric services delivered by either or both). Bidders may propose delivery of any services herein via telepsychiatry.

The specific services requested in this RFP are organized as follows:

- Service 1.** RTC Facility Psychiatry (Kent County – Middletown, DE)
Silver Lake Treatment Consortium (residential rehabilitation and day treatment)
- Service 2.** RTC Facility Psychiatry (New Castle County DE)
Terry Children’s Center (residential rehabilitation, day treatment and crisis residential Treatment)
- Service 3.** DYRS Facility Psychiatry - (DSCYF Administrative campus in New Castle County DE)
New Castle County Detention Center (NCCDC), Ferris School for Boys, Grace/Mowlds/Snowden Cottages
- Service 4.** DYRS Facility Psychiatry – (Kent County – Milford, DE)
Stevenson House Detention Center

Respondents to this RFP may bid to provide one specific service, more than one service, or the entire array of services listed above and described below. It should be noted, however, that for purposes of this RFP, Services 1-4 are considered separate, distinct services.

Any resulting contracts will be written for one or more years at the discretion of DSCYF with agreement from the successful bidder(s). Contract renewals are contingent upon satisfactory performance and availability of funds for a cumulative total of five years. The initial contract will begin as soon as negotiated. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State’s option, without imposing any additional fees, costs or conditions.

II. BACKGROUND

The Department of Services for Children, Youth and Their Families (DSCYF) is a Cabinet level department in the State of Delaware whose mission is to provide a range of services to children, youth and their caretakers, as

mandated by law. DSCYF provides services through three operational divisions: the Division of Youth Rehabilitative Services (DYRS) for youth who have become involved with the juvenile justice system; the Division of Family Services (DFS) for youth who have been abused, neglected or are dependent; and the Division of Prevention and Behavioral Health Services (DPBHS) for youth who are at risk of being or are mentally ill, emotionally disturbed or who are abusing alcohol or other drugs.

DSCYF is committed to provide services within a *System of Care* framework that requires service providers and DSCYF staff alike to work together. Services should be child-centered and family-focused, offered in the community whenever possible. The Division of Prevention and Behavioral Health Services (DPBHS) is committed to providing a comprehensive behavioral health system for children and families as we continually strive to fulfill our vision: “Resilient Children and Families living in Supportive Communities.”

DPBHS’s goal is to achieve positive and sustainable outcomes for children and families. Our mission is: “To develop and support a family-driven, youth-guided, trauma-informed prevention and behavioral health system of care.” DPBHS embraces *System of Care* (SOC) approaches, and seeks providers who value and practice the following core principles:

1. Practice is individualized and includes Strengths-Based Solutions;
2. Services are Appropriate in Type and Duration;
3. Care is Child-Centered, Youth-Guided and Family-Focused;
4. Care is Community-Based and least restrictive;
5. Care is Culturally Competent;
6. Care is Seamless, within and across Systems; and
7. Care is planned and managed within a team framework that includes the child, the family, and whatever natural and systems supports that are available to them.

DPBHS recognizes that clients do not exist in isolation, and are treated within the context of their biological and/or surrogate families, and with their involvement, to the greatest extent possible. DPBHS services are, for the most part, voluntary. The parent or guardian of the child must give written, voluntary, informed consent for their child or adolescent to be treated before any services can be delivered. Many DPBHS clients also receive services from the one or both of the other two operational Divisions, and sometimes the Division of Management and Support Services (DMSS), which provides educational services to some clients in residential or secure settings. Interdivisional service teams work together to coordinate and unify the services of each Division with respect to those clients.

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

The objective of this RFP is to improve client outcomes by providing psychiatric services for clients within DPBHS-operated residential treatment facilities, within DYRS-operated secure facilities, and for clients in short-term need of psychiatric services who do not have a current provider available.

III. OVERVIEW OF DPBHS-OPERATED TREATMENT SERVICES [SECTION I, SERVICE 1 and 2]

- A. **Silver Lake Treatment Consortium (493 East Main Street, Middletown, DE 19709** — The Silver Lake Treatment Consortium (SLTC) operates in Middletown, Delaware under the authority of the Division of Prevention and Behavioral Health Services within the Department of Services for Children, Youth and Their Families.

The SLTC comprises three discrete treatment program components that function in a coordinated and integrated manner, providing two levels of treatment (residential rehabilitation and day treatment). The three program components are the **Middletown Manor RTC** (male only), the **Odessa House Residential Treatment Center (RTC)** (female only), and the **Silver Lake Day Treatment Program**. The SLTC is accredited, by CARF under Behavioral Health Core Program Standards.

The **Middletown Manor RTC** serves males only, and has a capacity of eight. The **Odessa House RTC**

serves females only, and has a capacity of eight. The (up to) sixteen RTC residents attend the **Silver Lake Day Treatment** program, which also has the capacity to provide day treatment to eight additional clients residing in their own (or foster) homes. RTC residents who progress in treatment can be “stepped down” to the day treatment component upon returning to their own (or foster) home, allowing a graduated transition back to full community functioning, while retaining the same team of clinical and educational staff that worked with them during the residential phase of their treatment.

Each of the RTCs operates on a 24-hour-per-day basis, 365 days per year.

The **Silver Lake Day Treatment** program provides educational and clinical services to RTC residents as well as to day treatment clients, and functions on a Monday through Friday schedule, in accord with the annual public school calendar. Direct care staff from all three programs work under the direction of clinical staff to create a unified therapeutic milieu utilizing evidence-based practices.

Clinical staff function across program elements under the supervision of a doctoral level psychologist, and provide individual, group and family therapies. The psychiatric consultant works closely with the clinical staff and manages use of medication within the program. Nursing services are available on-site from 8:00 AM to 4:30 PM, Monday through Friday.

- B. Terry Children’s Center (10 Central Avenue, New Castle, DE 19720)**—The Terry Children’s Center (TCC) operates in New Castle, Delaware under the authority of the Division of Prevention and Behavioral Health Services within the Department of Services for Children, Youth and their Families.

TCC comprises three discrete services: **Residential Rehabilitation, Day Treatment, and Crisis Residential**. Each of these services is located within the TCC facility. The two services are designed to permit a seamless transition of youth from the residential components to the day treatment component, or vice versa, while retaining the same multi-disciplinary treatment team. Crisis Residential Service provides a temporary supervised setting to establish safety, supervision and treatment for a child in a crisis. All TCC services are licensed under the jurisdiction of Delacare and are accredited by CARF under Behavioral Health Core Standards.

The Terry Children’s Center (TCC) RTC and Crisis Residential Unit (CRU) operate on a 24-hour-per-day basis, 365 days per year. The TCC Day Treatment program provides educational and clinical services to RTC residents as well as to day treatment clients, and functions on a Monday through Friday schedule, in accord with the annual public school calendar. Direct care staff from the RTC, Day and CRU levels work under the direction of an integrated leadership team comprising clinical and operational staff to create a unified therapeutic milieu utilizing evidence-based practices. Psychiatric consultation for this service occurs within the TCC facility. Clinical staff function across program elements under the supervision of a doctoral level psychologist, and provide individual, group and family therapies. The psychiatric consultant works closely with the clinical staff, provides psychiatric assessments when indicated and manages use of medication within the program. Nursing services are available on-site from 7:00 AM to 8:00 PM seven days a week

- C. Team Approach:** The services to be delivered pursuant to this RFP are based upon a team approach to providing mental and behavioral health treatment, and utilize multidisciplinary teams to provide integrated, individualized treatment in which team members work collaboratively, sharing responsibility for achievement of successful outcomes for the clients being served. The range of treatment and services is comprehensive and flexible, and treatment plans result from a collaborative effort between team members, clients and families. **Successful bidders must understand the critical need for such a team approach, and be committed to its consistent application.**

- D. Target Population**

SLTC age range is 12 through 17 years; TCC age range is 5 through 13 years. The target population for the various services provided at these facilities is as follows:

Residential Services: Clients authorized by DPBHS to receive residential treatment at either SLTC or TCC must meet the published criteria for service level admission as indicated in the **DPBHS Provider Manual**. The current version can be found here: http://www.kids.delaware.gov/pbhs/pbhs_providers_becomeaprovider.shtml

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

- I. **Mental health problems (one required):** The client exhibits clearly identifiable mental health problems or symptoms such as mood disorders, significant anxiety disorders (e.g. PTSD), and/or self-injurious behavior/ideation which:
 - A) Result in serious impairment in the client’s functioning across settings including school, family, and community; or
 - B) Make it impossible for the client to self-regulate their behavior without 24-hour support and management by mental health professionals; or,
 - C) Create a high level of risk of direct injury to self or others without 24-hour supervision and therapeutic intervention by mental health staff.
- II. **Least restrictive:** Twenty-four hour inpatient hospitalization is not necessary, and the client has received outpatient treatment (including office-based or home-based services, crisis intervention, and day treatment or partial hospitalization) and has not made progress, cannot reasonably be expected to make progress, or is regressing, or there is evidence that the client could not be safely treated in any less restrictive level of care.
- III. **Family participation:** Family members and/or significant others in the client’s support network (relatives, case managers, or mentors) will commit to regular participation in the treatment process and to the client’s return to the community.

However, clients affected by these conditions may have mental health concerns that should be treated at the appropriate level of care. Inter-Divisional and/or interdepartmental planning and intervention will frequently be necessary to address other conditions. Following these guidelines, based on criteria and complicating conditions, each case is reviewed individually in order to establish the most appropriate course of intervention and treatment.

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

Mental Health Criteria for Day Treatment—Day Treatment Services offer person-centered, culturally and linguistically appropriate, comprehensive, coordinated and structured treatment service and activities. Day treatment services are available a minimum of 4 days per week and up to 7 days per week, providing a minimum of 3 hours of treatment per day. Daily treatment includes no less than 2 hours of individual, group or family therapy and 1 hour of psycho-education or other therapies as appropriate. Services may be delivered during daytime hours, after school, in the evening or on weekends. Psychiatric services will be available as a component of Day Treatment. The primary considerations for referral and admission to Day Treatment level of care include:

ADMISSION CRITERIA: *Youth meets ALL criteria 1-3:*

1. Youth is under the age of 18 and is found eligible for DPBHS services;
2. Youth is diagnosed with a covered DSM 5 / ICD 10 by a Licensed Mental Health Professional or a LCDP/CADC for Substance Use services.
3. The CASII and other relevant information indicate the youth qualifies for Day Treatment services;

And at least one of the following criteria:

4. Youth presents with mental health and/or behavioral health challenges which interfere with the youth's ability to achieve success in their traditional school setting;
5. There is reasonable evidence that participation in a Day Treatment Service will improve the youth's ability to function in their traditional school setting.
6. The child's school is agreeable to collaborating with the Day Treatment provider to meet the educational and therapeutic needs of the youth and is agreeable to accept the child back into the youth's home school upon completion of the Day Treatment service.

E. Type of Service: By way of this Request for Proposals, DPBHS is seeking to contract for the psychiatric service component of the Silver Lake Treatment Center AND the Terry Children's Psychiatric Center. **Note that current contracts for these services awarded under a prior RFP will be replaced by contracts awarded under this RFP, and any current contracted provider of this service must respond to this RFP to be considered for a contractual award for the services described herein.** SLTC and TCC are discrete programs, and respondents may submit a bid for one or the other, or both. If bidding for both, bidder must describe their capacity to adequately serve both programs.

Scope of Service and Required Hours

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

- **On-site and/or Telehealth services at the facilities:** This contract will provide for services primarily at each of the identified program sites. The bid may be for an individual facility or both of the facilities. Services shall be provided on-site and/or via tele-psychiatry in accordance with a schedule that is mutually agreed upon by the practitioner, DYRS and DPBHS.
- **Psychiatric Assessments:** Psychiatric examinations and evaluations will be provided as needed, based on referrals and consultations with facility psychologists, administrators and contracted medical staff. Evaluations must be legible and completed in a timely manner. There must be a separate diagnostic section. Diagnoses must be compatible with those listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, and must be congruent with the clinical information presented.
- **Medication Evaluation and Monitoring:** The CONTRACTOR will provide medication evaluation and written orders for the administration and dispensing of all prescribed medication. Medication management must document that informed consent has been obtained from the legal guardian.
 - Informed consent must include the potential benefit and side effects of the proposed psychotropic medication and alternatives treatments. Documentation must identify target symptoms for each proposed medication. There must be documentation of a plan to monitor medication for side effects and benefits, and for ordering and monitoring laboratory testing. See section **VIII. ADDITIONAL INFORMATION AND REQUIREMENTS** for more information.
- **Consultation:** The CONTRACTOR will provide consultation to facility administrators and clinical staff to improve treatment outcomes. The CONTRACTOR shall also routinely confer with the facilities' designated responsible physician(s) or his/her designee(s) regarding the medication program for youth who are patients of the CONTRACTOR.
 - *Telephone Consultation.* The CONTRACTOR will be available for telephone consultation in the event of a psychiatric emergency.
- **Psychiatric Coverage:** The CONTRACTOR will, in consultation with DPBHS, ensure agreed-upon hours/days of psychiatric services are adequately covered during his/her absence due to vacation or extended illness
 - Anticipated range of service hours and distribution of service hours for each program

will vary depending on the client count at any given time. Proposals offering adaptability and flexibility in scheduling will be viewed favorably.

The psychiatric service component for Residential and Day Treatment clients will generally include a monthly family session and weekly medication reviews. Crisis Residential clients will generally include an initial assessment (when necessary based on referrals and consultations, as described above) at admission and a discharge review.

Required Service Hours: Hours required will fluctuate, based on trends in client count, individual client needs, and length of stay. As shown in **Appendix A—Service Utilization and Client Count Data**, residential census figures and total units of Residential Treatment, Mental Health service provided at SLTC and TCC have steadily declined between 2010 and 2017. Thus, current and future service needs in this area are expected to be significantly lower than in the past. Based on recent data and expected trends, DPBHS anticipates that it will need the following hours of psychiatry services (the following estimates include expected administrative time—documentation, collateral contacts, and weekly clinical team meetings):

- 1.A. Silver Lake Treatment Consortium (RTC and Day): It is expected that hours required will be from twelve (12) to fifteen (15) per week of psychiatric service at Silver Lake (including administrative time), or approximately six hundred twenty four (624) to seven hundred eighty (780) hours annually. Hours of service shall be distributed on a weekly basis, over the course of the fifty-two (52) weeks each year covered by the contract, according to a mutually agreed upon schedule.
- 1.B. Terry Children’s Center (RTC, Day and Crisis Residential): It is expected that hours required will be from seventeen (17) to twenty (20) per week of psychiatric service at Terry Center, or approximately eight hundred eighty four (884) to one thousand forty (1040) hours annually. Hours of service shall be distributed on a weekly basis, over the course of the fifty-two (52) weeks each year covered by the contract, according to a mutually agreed upon schedule.

IV. OVERVIEW OF DYRS OPERATED SECURE AND STAFF SECURE CARE FACILITIES [SECTION I, SERVICE 3-4]

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

Please note that all of the below facilities *except* Stevenson House are located on DSCYF’s administrative campus in Wilmington, so providing services at some or all of these facilities would not entail significant travel time from one to another, and bidders may include all of those sites by name in proposals submitted.

Each of the secure care/staff secure care programs operated by DYRS is fully accredited by the American Correctional Association.

A. Programs/Target Populations KENT COUNTY

- **William Marion Stevenson House Detention Center (Stevenson House), 700 N. DuPont Hwy, Milford, Delaware 19963**—A 55-bed capacity secure facility for pre-adjudicated male and female adolescents, typically between the ages of 13 to 18 years old. Stevenson House provides short-term secure care detention for youth who are awaiting court dispositional/trial hearings and non-programmed longer term, variable length of stay for adjudicated youth who are awaiting alternate placements.

B. Programs/Target Populations NEW CASTLE COUNTY

All New Castle County DYRS facilities are located on the DSCYF Administrative Campus on Faulkland Road in Wilmington. These consist of five separate secure/staff secure facilities, all within a few hundred feet of each other serving adjudicated/pre-adjudicated youth between the ages of 12-18. Each facility and its target population is described below.

- **New Castle County Detention Center (NCCDC), 963 Centre Road, Wilmington, Delaware 19805**—A 64-bed capacity facility; a secure care program for pre-adjudicated male and female adolescents, typically between the ages of 13 to 18 years old. NCCDC provides short-term secure care detention for youth who are awaiting court dispositional/trial hearings and non-programmed longer term, variable length of stay for adjudicated youth who are awaiting alternate placements.
- **Ferris School, 959 Centre Road, Wilmington, Delaware 19805**: A 72-bed capacity facility; a secure care program male adolescents only, typically between the ages of 13 and 18 years old, adjudicated delinquent population with rehabilitation programming anticipated to not to exceed six (6) months.
- **Grace Cottage: 1825 Faulkland Road, Wilmington, Delaware 19805**: A 14-bed capacity facility; staff secure residential care program for adjudicated females ages 12 to 18 years of age. All youth admitted to the program are assigned a Family Crisis Therapist (FCT) who conducts comprehensive home assessments and facilitates individual and family counseling sessions. The FCT works closely with the program psychologist, probation officers, educational staff and treatment specialist staff to ensure the implementation of a child focused system of care. The program shares a full-time psychologist with Snowden Cottage and Mowlds Cottage. The psychologist works closely with the contracted practitioner to evaluate medication and mental health service needs of the youth. Length of stay in this program is 90 days.
- **Snowden Cottage: 1825 Faulkland Road, Wilmington, Delaware 19805**: 15-bed capacity facility; staff secure residential care program for adjudicated males ages 12 to 18 years of age with a. All youth admitted to the program are assigned a Family Crisis Therapist (FCT) who conducts comprehensive home assessments and facilitates individual and family counseling sessions. The FCT works closely with the program psychologist, probation officers, educational staff and treatment specialist staff to ensure the implementation of a child focused system of care. The program shares a full time psychologist with Grace Cottage and Mowlds Cottage. The psychologist works closely with the contracted practitioner to evaluate medication and mental health service needs of the youth. Length of stay in this program is 90 days.
- **Mowlds Cottage: 1825 Faulkland Road, Wilmington, Delaware 19805**— A 16-bed capacity facility; staff secure residential care program for adjudicated males ages 12 to 18 years of age; serves as a transition program for youth releasing from Ferris School as well as a direct commitment facility for youth on aftercare who have acquired new adjudications. The program shares a full time psychologist with Grace Cottage and Snowden Cottage. The psychologist works closely with the contracted practitioner to evaluate medication and mental health service needs of the youth. Length of stay is 6 weeks.

C. Scope of Service and Required Hours

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

- **On-site and/or Telehealth services at the facilities:** This contract will provide for services primarily at each of the identified programs sites. The bid may be for an individual facility or all of the facilities. Services shall be provided on-site or via telepsychiatry in accordance with a schedule that is mutually agreed upon by the practitioner, DYRS and DPBHS.

- **Psychiatric Assessments:** Psychiatric examinations and evaluations will be provided as needed, based on referrals and consultations with facility psychologists, administrators and contracted medical staff. Evaluations must be typed and completed in a timely manner. There must be a separate diagnostic section. Diagnoses must be compatible with those listed in the DSM-5, and must be congruent with the clinical information presented.
- **Medication Evaluation and Monitoring:** The CONTRACTOR will provide typed medication evaluation and reviews and legible written orders for the administration and dispensation of all prescribed medication. Medication management must document that informed consent has been obtained from the legal guardian.
 - Informed consent must include the elements of the potential benefit and side effects of the proposed psychotropic medication and alternatives treatments. Documentation must identify target symptoms for each proposed medication. There must be documentation of a plan to monitor medication for side effects and benefits, and for ordering and monitoring laboratory testing. See section **VII. ADDITIONAL INFORMATION AND REQUIREMENTS** for more information.
- **Consultation:** The CONTRACTOR will provide consultation to facility administrators and clinical staff to improve treatment outcomes. The CONTRACTOR shall also routinely confer with the facilities' designated responsible physician(s) or his/her designee(s) regarding the medication program for youth who are patients of the CONTRACTOR.
 - *Telephone Consultation.* The CONTRACTOR will be available for telephone consultation in the event of a psychiatric emergency.
- **Psychiatric Coverage:** The CONTRACTOR, in consultation with DPBHS, will ensure agreed-upon hours/days of psychiatric services are adequately covered during his/her absence due to vacation or extended illness.
 - Anticipated range of service hours and distribution of service hours for each program will vary depending on the client count at any given time. Proposals offering adaptability and flexibility in scheduling will be viewed favorably.

Anticipated Hours: Based on experience and recent trends, it is anticipated that hours will be approximately as follows:

- **Stevenson House Detention Center:** It is expected that hours required will be from three (3) to six (6) per week of psychiatric service for Stevenson House, or approximately two hundred thirty-four (234) hours annually. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.
- **New Castle County DYRS facilities on DSCYF Administrative Campus:** Among all five DYRS facilities at this location, we estimate the total number of hours needed per week to be from fourteen (14) to twenty-two (22) hours, or seven hundred twenty-eight (728) to one thousand one hundred forty-four (1,144) hours annually. These estimates break down as follows:
 - **Ferris School:** It is expected that hours required will be from three (3) to six (6) per week of psychiatric service for Ferris, or approximately one hundred fifty six (156) to three hundred and twelve (312) hours annually. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.
 - **New Castle County Detention Center:** It is expected that hours required will be from eight (8) to ten (10) per week of psychiatric service for NCCDC, or approximately four hundred sixteen (416) to five hundred ten (510) hours annually. Hours of service shall be distributed on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.

- **Mowlds Cottage, Snowden Cottage and Grace Cottage:** It is expected that hours required will be from four (4) to seven (7) per week of psychiatric service for the three cottages combined, or approximately two hundred eight (208) to three hundred sixty four (364) hours annually. Hours of service shall be distributed between the three cottages on a weekly basis, over the course of fifty-two (52) weeks covered by the contract according to a mutually agreed upon schedule.

D. Type of Service

The Division of Prevention and Behavioral Health Services is seeking to contract for the psychiatric service component of the Division of Youth Rehabilitative Services' secure care and staff secure programs within the state. **Note that current contracts for these services awarded under a prior RFP will be replaced/reauthorized by contracts awarded under this RFP, and any current provider of this service must respond to this RFP to be considered for a contractual award for the services described herein.**

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

V. PSYCHIATRIC SERVICE PROVIDER SPECIFICATIONS

The successful bidder(s)* for the services under the RFP must:

- hold a current license issued by the State of Delaware to practice medicine (at the time of contract signature, but not to bid);
- hold a current Delaware business license (at the time of contract signature, but not to bid);
- have experience with child and adolescent psychiatric assessment and treatment;
- propos back-up coverage during unavailability of primary provider(s)
- be Board Eligible or Board Certified in general psychiatry; OR Board eligible or Board certified in child and adolescent psychiatry;
- OR-
- be a Psychiatric-Mental Health Nurse Practitioner-Board Certified (PMHNP-BC), with specialization in Child & Adolescent Psychiatric & Mental Health
 - This practitioner must have active prescriptive authority.

Also desirable, but not required:

- Experience with the uninsured, Medicaid, and/or juvenile justice-involved population.

* If bidder is a corporation, partnership, etc., these requirements apply to any person proposed to provide direct psychiatry services to DPBHS clients on behalf of bidder.

The successful bidder(s) may also be required to:

- comply with the State of Delaware and DSCYF User Access and other information systems policies with regard to use of State computer systems;
- document and submit records for all direct client service work using Common Procedure Coding System standard codes, and provide documentation necessary for billing;
- utilize the DSCYF case management system including entry of all medical orders;
- be a member of the Delaware Health Information Network (DHIN) to facilitate collaboration and communication with primary care and other physicians;
- utilize an approved e-scripts service for orders of prescribed medications for clients being served under the negotiated contract.

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

Specific Information that must be included in the proposal for each practitioner is:

- Qualifications—Please submit a résumé of professional education, work history, copies of credentials and licenses held, length of time licensed, and any disciplinary or corrective action taken against practitioner at any time during the last three years by licensing or regulatory authorities;;
- Professional Background Report—Please provide one copy of your professional background report from the National Practitioner Data Bank;
- Work Sample:
 - Please submit a copy of a recent psychiatric assessment of an adolescent prepared by you (with suitable redaction/editing to remove all client-identifying information).
 - Please submit a copy of a recent psychiatric assessment of an adolescent diagnosed with ADHD prepared by you (with suitable redaction/editing to remove all client-identifying information)
- Please provide two (2) professional references.

VI. REQUIRED PROPOSAL CONTENT

Bidders responding to this Request for Proposals must provide enough information to address each criteria listed in EVALUATION REQUIREMENTS in APPENDIX B as well as the required forms/documentation listed below and provided in Appendix C.

Bidder must complete, include or provide all of the following items in addition to responding to the identified Scoring Criteria:

1. Completed Bidder Fact Sheet (On TOP of your proposal) **available online with this RFP in MS Word** for easy editing
2. Written responses and/or supporting documentation for items 1-5 of the Evaluation Criteria in Appendix B to also include:
 - a. Proposed hourly rate for traditional services and any other proposed fee structure for Bridge Psychiatry
 - b. List of all local, county, state or federal contracts held in the past 3 years along with a contact name and phone number for each.
3. Signed “Assurances” document found in Appendix C
4. Signed “Certifications, Representation, and Acknowledgements” document found in Appendix C
5. Completed “Employing Delawareans Report” **available online with this RFP in MS Word** for easy editing

VII. ADDITIONAL INFORMATION AND REQUIREMENTS

Successful bidders for all services herein will be expected to follow applicable American Academy of Child & Adolescent Psychiatry (AACAP) Practice Parameters, including:

- **Practice Parameter On The Use of Psychotropic Medication in Children and Adolescents.**
[http://www.jaacap.com/article/S0890-8567\(09\)60156-8/fulltext](http://www.jaacap.com/article/S0890-8567(09)60156-8/fulltext) (HTML);
[http://www.jaacap.com/article/S0890-8567\(09\)60156-8/pdf](http://www.jaacap.com/article/S0890-8567(09)60156-8/pdf) (PDF)
- **Practice Parameter on the Assessment and Treatment of Youth in Juvenile Detention and Correction Facilities**
[http://www.jaacap.com/article/S0890-8567\(09\)61774-3/fulltext](http://www.jaacap.com/article/S0890-8567(09)61774-3/fulltext) (HTML);
[http://www.jaacap.com/article/S0890-8567\(09\)61774-3/pdf](http://www.jaacap.com/article/S0890-8567(09)61774-3/pdf) (PDF). In particular, Recommendation 12: “Clinicians should use Psychotropic Medications in Incarcerated Juveniles in a Safe and Clinically Appropriate Manner and Only as Part of a Comprehensive Treatment Plan.”

Successful bidders for all services herein will be expected to comply with all applicable policies contained in the then-current **DPBHS Provider Manual**. The current version can be found here:
http://www.kids.delaware.gov/pbhs/pbhs_providers_becomeaprovider.shtml

Successful bidders will be required to comply with DSCYF Departmental Policy #216 regarding the use of psychotropic medications in the treatment of children and youth. <http://kids.delaware.gov/policies/dscyf/dsc216-Psychotropic-Medication.pdf>

LEVEL OF SERVICE DETERMINATION

The Intake/Acute Care Units and the Child and Family Care Coordination Team use established DPBHS clinical criteria, clinical instruments, standardized assessments along with child/youth and family input and referral information provided to assist in determining the child/youth’s eligibility for services, level of service need, and care coordination support across the DPBHS service continuum. Clinical necessity criteria are available in Appendix 4. A summary of the clinical instruments and standardized assessment are provided below:

Clinical Instruments

Child and Adolescent Service Intensity Instrument (CASII)

The CASII is a standardized instrument that assists in a determination of the appropriate level of services needed by a child or adolescent and his or her family (AACAP, 2015). The CASII assesses the service intensity needs of children and adolescents presenting with psychiatric, substance use, psychosocial and/or developmental concerns. It incorporates holistic information on the child, within the context of his/her family and social ecology, assessing across six key dimensions: Risk of Harm, Functional Status, Co-Occurrence, Recovery Environment-Stress/ Recovery Environment-Support, Resiliency and/or Response to Services, and Involvement in Services. The CASII is developmentally informed and compatible with the System of Care approach -- embracing individualized service planning, offering child and family teams, and providing a broad service array. CASII recognizes use of home and community based services and natural supports as part of the “medical necessity” and treatment implementation equation. CASII is applicable to children living in the community with their parents or extended family, and to children in foster care, and institutional settings. The CASII is culturally informed, and supports active participation by child and family during assessment and thereafter. The CASII can be used at all stages of intervention and is designed for use in all child- serving systems (behavioral health, physical health, education, child welfare, juvenile justice, etc.) to facilitate integrated attention to the child’s needs. It promotes effective communication between providers and systems and informs clinicians’ engagement with the child, family, and community.

➤ http://www.aacap.org/aacap/Member_Resources/Practice_Information/CASII.aspx

American Society of Addiction Medicine (ASAM)

ASAM Criteria is a national set of criteria for providing outcome-oriented and results-based care in the treatment of addiction. ASAM criteria has become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states.

ASAM's treatment criteria creates comprehensive and individualized treatment plans. Treatment plans are developed through a multidimensional patient assessment over five broad levels of treatment that are based on the degree of direct medical management provided, the structure, safety and security provided and the intensity of treatment services provided.

- <http://www.asam.org/quality-practice/guidelines-and-consensus-documents/the-asam-criteria>

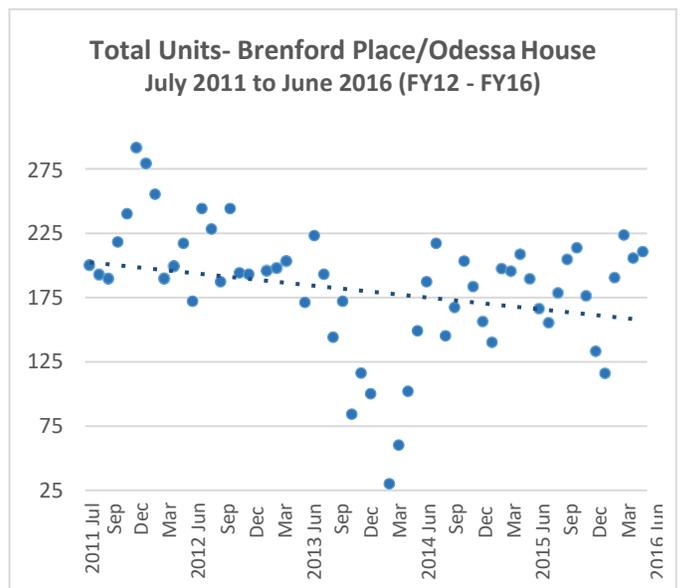
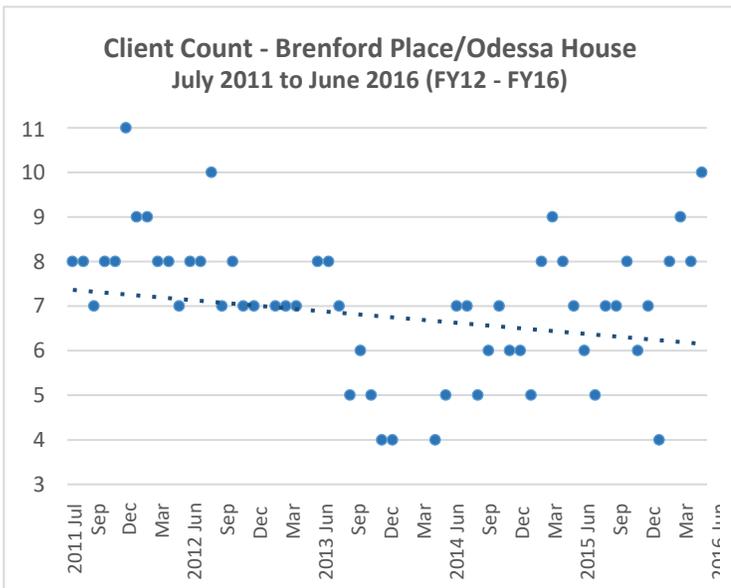
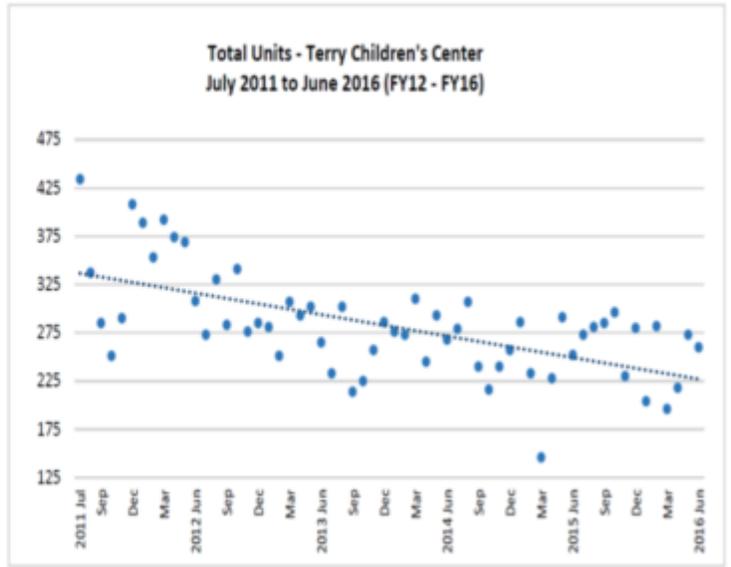
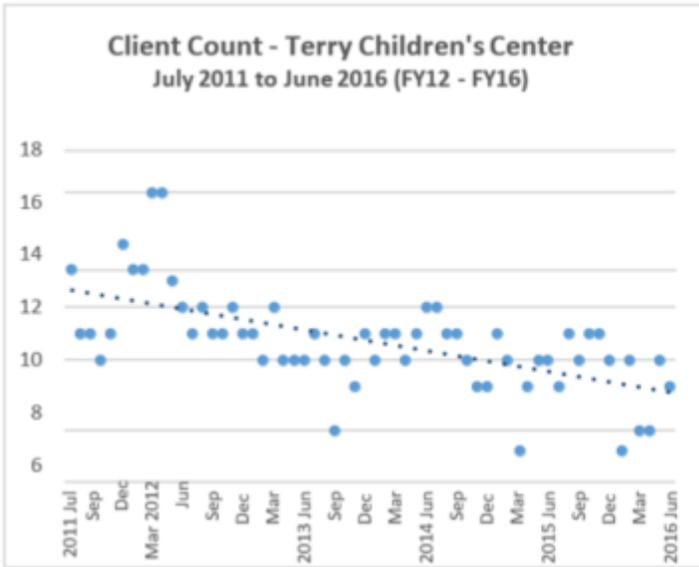
APPENDIX A:

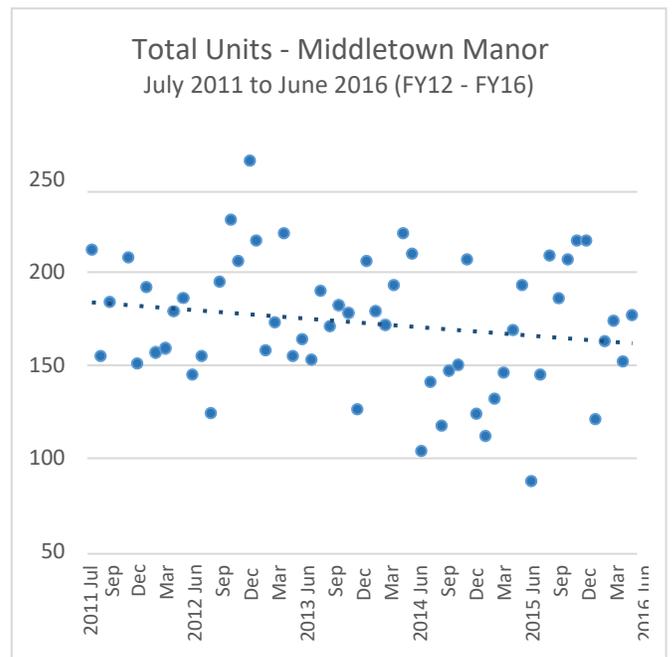
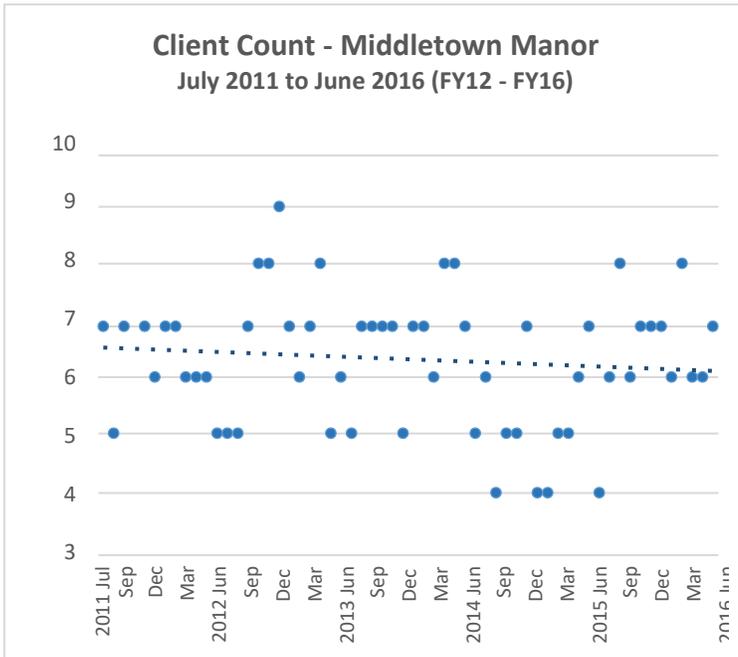
SEVICE UTILIZATION AND CLIENT COUNT DATA

Residential Treatment, Mental Health

Data on Client Count and Total Units of Service since July of 2011 shows a consistent downward trend, indicating a decreased need for psychiatric services compared to historical levels.

SouSource: FACTS report "Service Data by State Fiscal Quarter and Year, Clients Served by Provider and Service Level"; Service Level: Residential Treatment, MH; Run Date 07-FEB-17





* NOTE: Odessa House replaced Brenford Place in March of 2016, and serves the same population previously served by Brenford.

Chart Data: Residential Treatment, Mental Health — FY2012 to FY2016

		CLIENT COUNT			TOTAL UNITS		
		Middletown Manor	Brenford Place/Odessa House RTC	Terry Children's Center RTC	Middletown Manor	Brenford Place/Odessa House RTC	Terry Children's Center RTC
FY12	2011 Jul	7	8	14	217	200	434
	Sep	5	8	11	155	193	337
	Dec	7	7	11	184	190	285
	2012 Jun	7	8	10	208	218	251
2012	2012 Dec	6	11	15	151	291	408
	2013 Jun	7	9	14	192	279	389
	2013 Sep	7	9	14	157	255	353
	2014 Mar	6	8	16	159	190	392
FY13	2014 Jun	6	8	16	179	199	374
	2014 Sep	6	7	13	186	217	369
	2015 Jun	5	8	12	145	172	308
	2015 Sep	5	8	11	155	244	273
2013	2015 Dec	5	10	12	128	228	330
	2016 Jun	7	7	11	195	187	283
	2016 Sep	8	8	11	231	244	341
	2016 Dec	8	7	12	206	194	276
2016	2016 Mar	9	7	11	265	193	285
	2016 Jun	7	0	11	217	0	281
	2016 Sep	6	7	10	158	196	251
	2016 Dec	7	7	12	173	198	307
2016	2016 Mar	8	7	10	221	203	293
	2016 Jun	5		10	155		302

FY14	2013 Jun	6	8	10	164	171	265
		5	8	11	153	223	233
		7	7	10	190	193	302
2014	Sep	7	5	8	171	144	214
		7	6	10	182	172	225
	Dec	7	5	9	178	84	257
		5	4	11	130	116	286
		7	4	10	206	100	276
FY15	2014 Jun	7		11	179		273
		6	1	11	172	30	310
		8	2	10	193	60	245
	Sep	8	4	11	221	102	293
		7	5	12	210	149	268
2015	2014 Jun	5	7	12	104	187	279
		6	7	11	141	217	307
		4	5	11	118	145	240
	Sep	5	6	10	147	167	216
		5	7	9	150	203	240
	Dec	7	6	9	207	183	257
		4	6	11	124	156	286
4		5	10	112	140	233	
5		8	7	132	197	146	
FY16	2015 Jun	5	9	9	146	195	228
		6	8	10	169	208	291
		7	7	10	193	189	252
	Sep	4	6	9	90	166	273
		6	5	11	145	155	281
		8	7	10	209	178	285
		6	7	11	186	204	296
2016	Dec	7	8	11	207	213	230
		7	6	10	217	176	280
		7	7	7	217	133	204
	Mar	6	4	10	121	116	282
		8	8	8	163	190	196
6		9	8	174	223	218	
2016 Jun	6	8	10	152	205	273	
	7	10	9	177	210	260	

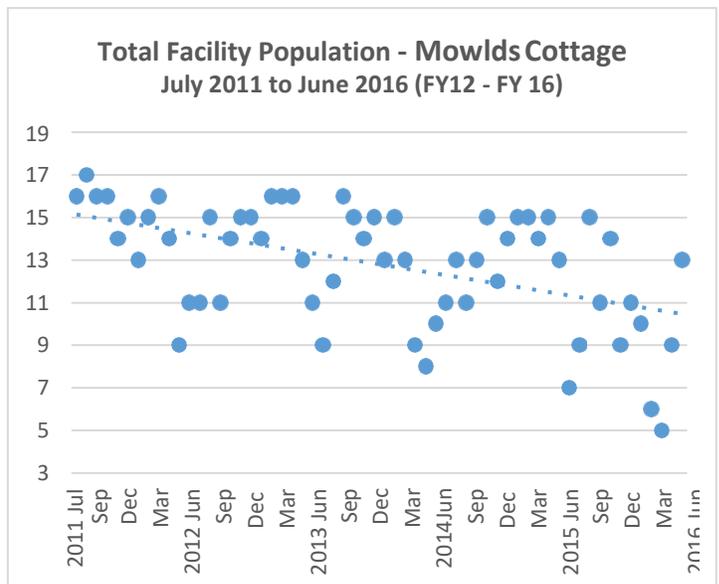
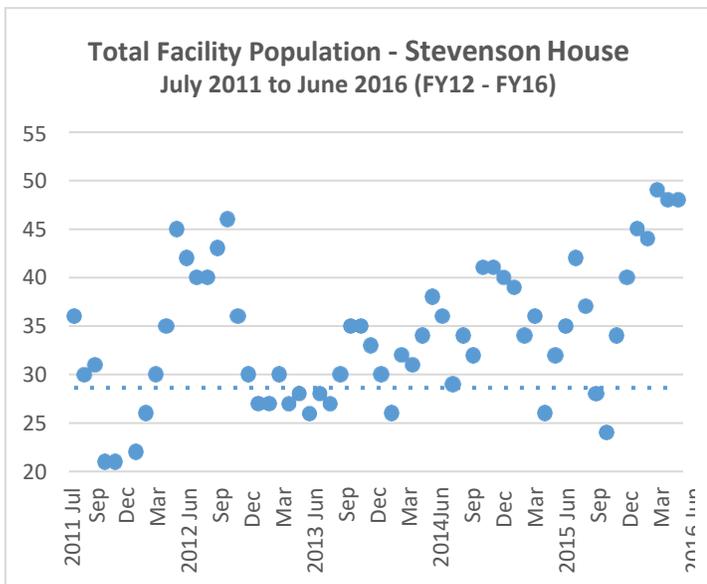
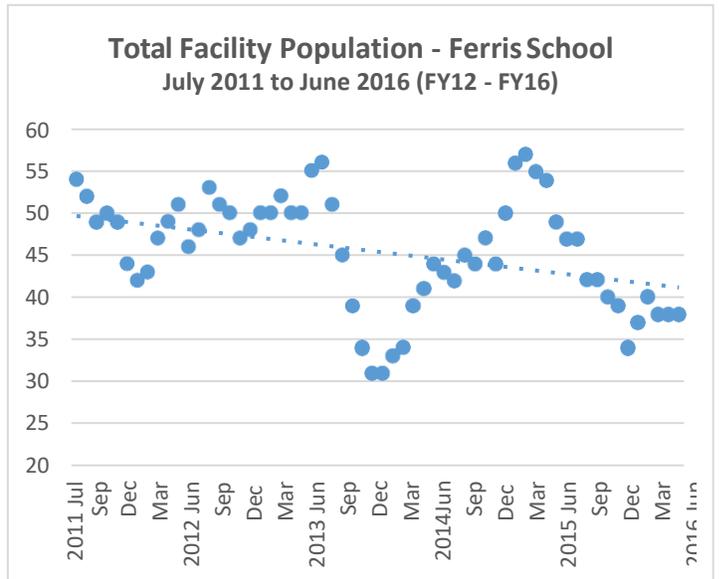
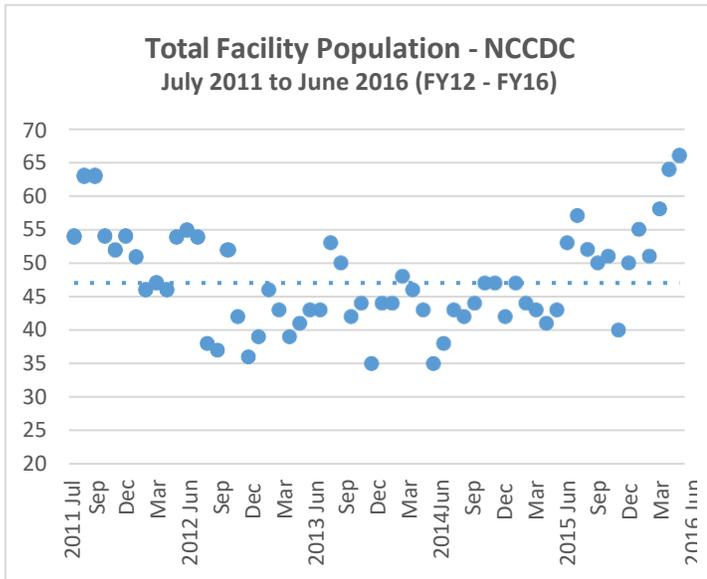
FACTS Report: Service Data By State Fiscal Quarter and Year, Clients Served By Provider and Service - Parameter Run Date:20-MAR-17
Population: Clients who received CMH services based on billing data. By Service and provider, Service=Residential Treatment, MH

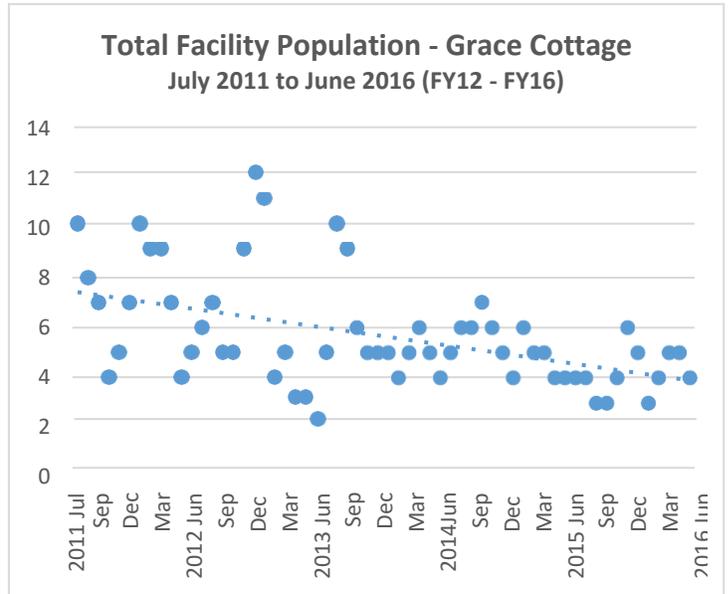
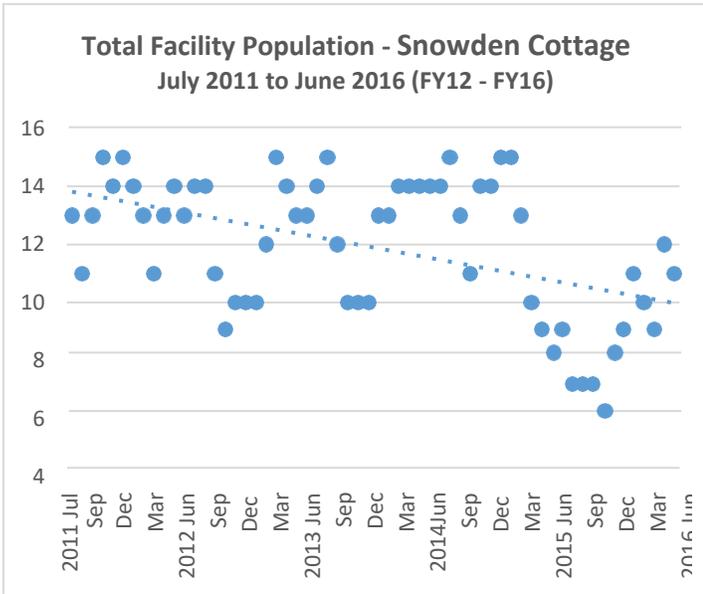
Division of Youth Rehabilitative Services Facilities*

Data on Total Population at the various DYRS facilities since July of 2011 varies considerably from month to month in all cases, and in some cases shows a slight to moderate upward trend (NCC Detention and Stevenson House), and in other cases a downward trend (Ferris School and the residential cottages), indicating no significant change in need for psychiatric services compared to historical levels.

***NOTE:** DYRS facility data is total population, not just those clients active with DPBHS and receiving psychiatric treatment; data on active DPBHS clients in DYRS facilities not available.

Source: Division of Youth Rehabilitative Services, DSCYF, received 3/20/2017





**DYRS
FACILITY
POPULATION**

FY12		S.					
		NCCDC	House	Ferris	Mowlds	Snowden	Grace
2011	2011 Jul	54	36	54	16	13	10
	Sep	63	30	52	17	11	8
		63	31	49	16	13	7
		54	21	50	16	15	4
2012	Dec	52	21	49	14	14	5
		54	19	44	15	15	7
	2012 Jun	51	22	42	13	14	10
		46	26	43	15	13	9
FY13	Mar	47	30	47	16	11	9
		46	35	49	14	13	7
	2012 Jun	54	45	51	9	14	4
		55	42	46	11	13	5
FY13	Sep	54	40	48	11	14	6
		38	40	53	15	14	7
	Dec	37	43	51	11	11	5
		52	46	50	14	9	5
2013	Dec	42	36	47	15	10	9
		36	30	48	15	10	12
	Mar	39	27	50	14	10	11
		46	27	50	16	12	4
FY14	2013 Jun	43	30	52	16	15	5
		39	27	50	16	14	3
	Sep	41	28	50	13	13	3
		43	26	55	11	13	2
FY14	Sep	43	28	56	9	14	5
		53	27	51	12	15	10
	Dec	50	30	45	16	12	9
		42	35	39	15	10	6
2016 Jun	44	35	34	14	10	5	

2014	Dec	35	33	31	15	10	5
		44	30	31	13	13	5
		44	26	33	15	13	4
	Mar	48	32	34	13	14	5
		46	31	39	9	14	6
		43	34	41	8	14	5
FY15	2014Jun	35	38	44	10	14	4
		38	36	43	11	14	5
		43	29	42	13	15	6
	Sep	42	34	45	11	13	6
		44	32	44	13	11	7
		47	41	47	15	14	6
2015	Dec	47	41	44	12	14	5
		42	40	50	14	15	4
		47	39	56	15	15	6
	Mar	44	34	57	15	13	5
		43	36	55	14	10	5
		41	26	54	15	9	4
FY16	2015 Jun	43	32	49	13	8	4
		53	35	47	7	9	4
		57	42	47	9	7	4
	Sep	52	37	42	15	7	3
		50	28	42	11	7	3
		51	24	40	14	6	4
2016	Dec	40	34	39	9	8	6
		50	40	34	11	9	5
		55	45	37	10	11	3
	Mar	51	44	40	6	10	4
		58	49	38	5	9	5
		64	48	38	9	12	5
	2016 Jun	66	48	38	13	11	4

DATA: Monthly Facility Census, Provided by DYRS Received Date:20-MAR-17

APPENDIX B:

EVALUATION REQUIREMENTS

Evaluation Criteria and the Maximum Available Points for this RFP

1. **Experience working with children & adolescents in any mental health setting (25 points)**
Submit documentation describing agency/practitioner experience with each of the following:
 - a. Direct service experience in a Residential Treatment Center setting
 - b. Direct service experience in an Inpatient Hospital setting
 - c. Experience working with children up to age 12 (does not apply to Silver Lake or DYRS facilities)
 - d. Experience working with adolescents age 13 and over.
 - e. Experience treating youth who have experienced trauma
 - f. Experience with child and adolescent psychiatric assessment and treatment
 - g. Experience with the uninsured, Medicaid, and/or juvenile justice-involved population
2. **Psychiatric Service Practitioner Requirements (20 points)**
 - a. Documentation in response to individual practitioner requirements listed in Section V above
3. **Practice Philosophy (25 points)**
 - a. Describe your prescribing practice and philosophy with regard to the use of anti-psychotic medications to treat children and youth.
 - b. Describe your prescribing practice and philosophy with regard to children and youth diagnosed with Attention Deficit/Hyperactivity Disorder (ADHD).
 - c. Describe your prescribing practice and philosophy with regard to polypharmacy.
4. **Work Sample (25 points)**
 - a. Please submit a copy of a recent psychiatric assessment of an adolescent prepared by you (with suitable redaction/editing to remove all client-identifying information).
 - b. Please submit a copy of a recent psychiatric assessment of an adolescent diagnosed with ADHD prepared by you (with suitable redaction/editing to remove all client-identifying information).
5. **Proposed Cost(s) (25 points)**
 - a. Please specify the hourly rate for psychiatry (in the case of Bridge Psychiatry: any other proposed fee structure) for which you are willing to provide the professional psychiatric services described herein.
6. **Disciplinary Action (minus 0-20 points)**
 - a. List the date and the circumstances where each proposed practitioner has been the subject of disciplinary action. If not applicable please indicate never subject to disciplinary action.
7. **Experience, Reputation and Demonstrated Ability (20 points)**
 - a. Experience, reputation or demonstrated ability as reported by DSCYF or any other government agency regarding the bidder and/or proposed practitioner
 - b. Experience, reputation or demonstrated ability of the bidder agency and/or proposed practitioner as reported by Medicaid or any accrediting or licensing body

APPENDIX C – Bidder Forms and Instructions

Additional 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 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 **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:

Department of Services for Children, Youth & Their Families
Attn: Contracts Unit
Contract No: CYF 20-05
State of Delaware
1825 Faulkland Road
Wilmington, Delaware 19805

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 bidder agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful bidder 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.

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.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

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