



**State of Delaware
Department of Correction**

BEHAVIORAL HEALTH SERVICES

Request for Proposal

Contract No. DOC20025-BHVRHEALTH

December 20, 2019

***- Deadline to Respond -
January 28, 2020
2:00 PM (Local Time)***

STATE OF DELAWARE
DEPARTMENT OF CORRECTION

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
BEHAVIORAL HEALTH SERVICES
ISSUED BY DEPARTMENT OF CORRECTION
CONTRACT NUMBER DOC20025-BHVRHEALTH**

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I. Overview

The State of Delaware Department of Correction seeks professional services to provide correctional mental health services, cognitive behavioral therapy, substance use disorder treatment, cognitive behavioral therapy groups, DUI programming, and sex offender treatment for the offenders in the Delaware Department of Correction (“DDOC”). This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

| | |
|-----------------------------|--|
| Public Notice | Date: December 20, 2019 |
| Pre-Bid Meeting (Mandatory) | Date: January 7, 2020 at 10:00 AM (Local Time) |
| Facility Visits (Optional) | Date: January 7 – 8, 2020 |
| Deadline for Questions | Date: January 14, 2020 |

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Response to Questions Posted by: Date: January 21, 2020
Deadline for Receipt of Proposals Date: January 28, 2020 at 2:00 PM (Local Time)
Estimated Notification of Award Date: April 27, 2020

Each proposal must be accompanied by a transmittal letter which briefly summarizes the prospective Vendor's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PRE-BID MEETING

A mandatory Pre-Bid Meeting has been scheduled for **January 7, 2020 at 10:00 AM. This is a mandatory meeting.** If a Vendor does not attend this meeting, it shall be disqualified and shall not be considered for further evaluation. Attendance is limited to a maximum of two (2) representatives per Vendor. Please contact the RFP Designated Contact shown below to register in advance by **January 3, 2020.** The Pre-Bid Meeting will be located at:

**Delaware Department of Correction
Central Admin Bldg.
245 McKee Rd.
Dover, DE 19904**

OPTIONAL FACILITY VISITS

Optional facility visits have been scheduled as noted below. Only Vendors that attend the Pre-Bid Meeting above will be permitted to attend the optional facility visits. Although facility visits are optional, Vendors are encouraged to attend. The facility visits will be guided by DDOC representatives. For safety and security clearance purposes, each Vendor representative shall submit a Security Clearance Form (Appendix F) by **January 3, 2020.** Attendance is limited to a maximum of two (2) representatives per Vendor. The scheduled dates and times for each facility visit are:

James T. Vaughn Correctional Center (JTVCC) – January 7, 2020 at 1:00 PM
1181 Paddock Road, Smyrna, DE 19977

Baylor Women's Correctional Institution (BWCI) – January 8, 2020 at 9:30 AM
660 Baylor Blvd., New Castle, DE 19720

Hazel D. Plant Women's Treatment Facility (HDP) – January 8, 2020 at 10:30 AM
620 Baylor Blvd., New Castle, DE 19720

Howard R. Young Correctional Institution (HRYCI) – January 8, 2020 at 1:30 PM
1301 E. 12th Street, Wilmington, DE 19802

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Each facility visit will be guided by DDOC Security. Upon entering each facility, a security screen (metal detection) will be required to ensure no contraband or unauthorized items are in possession. Additionally, please wear clothing that is conservative business attire and comfortable. Comfortable walking shoes are recommended. A valid ID in your possession is required to enter the facility. The following items will not be permitted inside the facility:

No electronic devices including cellphones, tablets, cameras, smart watches, laptops, etc.
Jewelry should be very minimal
No tobacco products

Pen/pencil and a notepad are permitted.

II. Scope of Services

The Vendor selected will enter into a contract with the Delaware Department of Correction to provide correctional mental health services, cognitive behavioral therapy, substance use disorder treatment, cognitive behavioral therapy groups, DUI programming and sex offender treatment for the offenders in the Delaware Department of Correction (“DDOC”)

Refer to Appendix B for technical requirements.

III. Required Information

The following information shall be provided in each proposal as listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Transmittal letter as stipulated above.
2. Complete all appropriate attachments and forms as identified within the RFP.
3. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Subsection H, Item 7 (insurance).
4. Vendor shall provide responses to the Request for Proposal (RFP) as presented in Appendix B – Scope of Work and Technical Requirements. Vendor responses shall be thoroughly detailed.
5. Vendor’s response shall acknowledge and expect that services will be provided at all DDOC facilities designated in Appendix B.
6. Vendor’s response shall thoroughly describe how it will meet all requirements stipulated in Appendix B.
7. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work. Prior to the execution of an award document, the selected Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
8. Have no record of unsatisfactory performance. Vendors who are or have been seriously deficient in contract performance, in the absence of circumstances properly

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beyond the control of the Vendor, shall be presumed unable to meet this requirement.

9. Appendix G – Staffing Plan (fillable spreadsheet). Although Vendors may add rows or edit titles, there should be no altering/format that changes formulas.
10. Provide last three (3) years of financial information (balance sheets and income statements).
11. Price proposal as identified in Appendix B, Section V. Price proposal shall be prepared using Appendix H – Budget Template and be submitted as a separate document as one (1) paper copy and one (1) electronic copy.

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (relevant to the scope of work)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability and staffing
6. Business References
7. Price Proposal

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Craig Fetzer, Purchasing Services Administrator
Delaware Department of Correction
245 McKee Road**

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Dover, DE 19904

Craig.Fetzer@delaware.gov

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors' responses. Vendors shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **two (2)** paper copies and **one (1)** electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time) on January 28, 2020**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Purchasing Services Administrator
Delaware Department of Correction
245 McKee Road
Dover, DE 19904**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DOC20025-BHVRHEALTH” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing Vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to this RFP.

3. Proposal Modifications

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.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing

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or delivery, attendance at Vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the Vendor at least through June 30, 2023. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals, but a public log will be kept of the names of all Vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall rest solely with the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

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11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the Vendor's proposal will be treated as confidential during the evaluation process. As such, Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA provides that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected Vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the Vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a Vendor believes it cannot submit its proposal without including confidential business information, it must adhere to the following procedure or risk its proposal being deemed unresponsive, not recommended for selection, and any applicable protection for the Vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a Vendor's confidential business information, Vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendors may submit portions of its proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A Vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any Vendor designation as set forth in this section. Any Vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendors assume the risk that confidential business information included within a proposal may enter the public domain.

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12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare its pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, Vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

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A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

When subcontractors are used, they must:

- Meet federal, state, and local licensure, certification or credentialing as required.
- Provide proof of professional liability insurance.
- Operate under a Business Associate Agreement.
- Be registered to do business in Delaware.
- At the minimum, meet the same requirements for compliance with DDOC policy, state and federal laws and regulations as the primary vendor.
- Be approved by DDOC to perform subcontracting duties under the primary vendor.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of its proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **January 14, 2020**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **January 21, 2020**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

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Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting the Vendor to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more Vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

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21. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

25. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a Vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After the Commissioner reviews the evaluation committee's report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the Vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the Vendor who submits the lowest bid or the Vendor who receives the highest total point score, rather the contract will be awarded to the

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Vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning Vendor will be invited to negotiate a contract with the State of Delaware; remaining Vendors will be notified in writing of their selection status.

26. Cooperatives

Vendors awarded similar contracts through a competitive bidding process with a cooperative are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The Team shall make a recommendation regarding the award to the Commissioner, Department of Correction, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful Vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

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- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of 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 Vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
- Select more than one Vendor pursuant to 29 Del. C. § [6986](#). Such selection will be based on DOC needs and the best interest of the State.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

| Criteria | Weight |
|---|------------|
| Experience and Reputation in developing and facilitating behavioral health programs within a prison system for both male and female offenders | 20 |
| Expertise in developing an evidence-based program for the correctional population with measureable outcomes | 20 |
| The Vendor's expertise with youthful offenders with measureable outcomes. | 15 |
| The qualifications and experience of the Vendor's leadership and management personnel; its organizational structure, and company oversight and on-going support and maintenance of similar projects. Demonstrated staff retention. | 25 |
| The quality of the proposed program including the knowledge and experience of facilitating evidence-based practices, knowledge of current treatment modalities, and the inclusion of creating new developments within the prison environment. | 25 |
| Vendor's detailed transition plan outlining a timetable and services to be delivered on the first day of the contract date. | 20 |
| Aggregated price quota and specific pricing information for mental health services, substance use services including DUI programming and New Expectations, sex offender treatment and juvenile offenders adjudicated as adults program | 20 |
| Potential income projection substantiated by prior project management of similar scope and content | 10 |
| Validation of business references | 10 |
| Total | 165 |

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a Vendor's capabilities, so the responding Vendor should be detailed in its proposal responses.

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3. Proposal Clarification

The Evaluation Team may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. If the Vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that Vendors are qualified to perform the required services, selected Vendors may be invited to make oral presentations to the Evaluation Team. All Vendors selected will be given an opportunity to present to the Evaluation Team.

The selected Vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the Vendor's responsibility.

V. Contract Terms and Conditions

A. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

B. Cooperative Use of Award

As a publicly competed contract awarded in compliance with Title 29 of the Delaware Code, Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded Vendor(s).

C. [RESERVED].

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D. General Information

1. The term of the contract between the successful Vendor and the State shall be for **three (3) years with two (2) optional extensions for a period of two (2) years for each extension.**
2. The selected Vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
3. The selected Vendor or Vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal contract.
4. [Reserved].
5. The successful Vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No Vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful Vendor.
6. If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
7. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
8. Vendors are not restricted from offering lower pricing at any time during the contract term.

E. Collusion or Fraud

Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Vendor's proposal preparation.

Advance knowledge of information which gives any particular Vendor advantages over any other interested Vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

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F. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

G. Solicitation of State Employees

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Vendor, its affiliates, actual or prospective contractors, or any person acting in concert with Vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a Vendor may result in rejection of the Vendor's proposal.

This paragraph does not prevent the employment by a Vendor of a State of Delaware employee who has initiated contact with the Vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Vendor discovers that it has done so, the Vendor must terminate that employment immediately.

H. General Contract Terms

1. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may

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provide working space and sufficient supplies and material to augment the Contractor's services.

2. Temporary Personnel are Not State Employees Unless and Until They are Hired

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

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

3. ACA Safe Harbor

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

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to

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ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting Vendor(s) for award.

4. Licenses and Permits

In performance of the contract, the Vendor will be 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 Vendor. The Vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C. § 2502*.

Prior to receiving an award, the successful Vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Vendor to applicable fines and/or interest penalties.

5. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Delaware Department of Correction
245 McKee Road
Dover, DE 19904
ATTN: Craig Fetzer**

6. Indemnification

a. General Indemnification

By submitting a proposal, the proposing Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, 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 Vendor's, its agents and employees' performance work or services in connection with the contract.

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- 1) Procure the right for the State of Delaware to continue using the Product(s);
- 2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- 3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

7. Insurance

- a. Vendor 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 Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.
- b. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State of Delaware.
- c. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the 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:
 - 1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - 2) Commercial General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - 3) 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:
 - a) \$1,000,000 combined single limit each accident, for bodily injury;

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- b) \$250,000 for property damage to others;
 - c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 - e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.
- 4) The successful Vendor must carry at least one of the following depending on the scope of work being delivered.
- a) Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - b) Miscellaneous Errors and Omissions - \$1,000,000.00 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 Correction
Contract No: DOC20025-BHVRHEALTH
State of Delaware
245 McKee Road
Dover, DE 19904

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.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

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- d. The Vendor shall provide a Certificate of Insurance (COI) as proof that the Vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded Vendor(s).
- e. The State of Delaware shall not be named as an additional insured.
- f. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

8. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

9. BID BOND

Each Vendor shall furnish a Bid Bond to the State of Delaware for the benefit of the Department of Correction in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to Department of Correction in an amount equal to 10% of the respective proposed value may be submitted in lieu of a bid bond

10. PERFORMANCE BOND

On an annual basis, Contractors awarded contracts are required to furnish an 100% Performance Bond to the State of Delaware for the benefit of the Delaware Department of Correction with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 11 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

11. Vendor Emergency Response Point of Contact

The awarded Vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

12. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own

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expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

13. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

14. Liquidated Damages

Refer to Appendix B, Section II.E.

15. Dispute Resolution

At the option of, and in the manner prescribed by the Department of Correction, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Department of Correction elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. Department of Correction reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

16. Remedies

Except as otherwise provided in this solicitation, including but not limited to number 15 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

17. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Department of Correction.

a. Termination for Cause

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If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) business days to provide a written response and may identify a method(s) to resolve the violation(s). A Vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or 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. This is not a termination for convenience and will not be converted to such.

18. Non-discrimination

In performing the services subject to this RFP the Vendor, as set forth in Title 19 Delaware Code Chapter 7 § [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Vendor 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.

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19. Covenant against Contingent Fees

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

20. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Vendor. The Vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

21. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject to the approval and acceptance of the Department of Correction.

22. Personnel, Equipment and Services

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

23. [RESERVED]

24. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals who are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract Vendors. Should an individual be identified and the Vendor(s)

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believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

All of the services specified by this Agreement shall be performed by the Vendor or by Vendor's employees or agents under the personal supervision of the Vendor. Prior to performing any work under this Agreement, Vendor and Vendor's employees and agents shall submit to any criminal history or other background checks that may be requested by Delaware and shall comply with all Department of Correction policies. Department of Correction may refuse access to any Department facility or to any sensitive information possessed or controlled by Delaware for any person not conforming to Department of Correction policy or whose criminal history or background check results are not acceptable to Department of Correction, in its sole and absolute discretion.

In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the Vendor agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into contract. Vendor, Vendor staff's (including volunteers and subcontractors) agree to abide by Department of Correction Policy 8.60. The Vendor acknowledges that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including termination. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination. If the Department policy is modified, the Vendor will be notified and shall comply. A copy of the current State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape Elimination Act" is available online at:

https://doc.delaware.gov/assets/documents/policies/policy_8-60.pdf

In accordance with Policy 16.1 and the Department of Correction's Annual Training Plan, as established by the Employee Development Center, the Vendor will be

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required to complete the Contractual Staff Orientation prior to job assignment and any other mandatory training that may be required in the annual plan.

25. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

26. Work Product

All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of the State. The Vendor will seek written permission to use any product created under the contract.

27. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful Vendor shall constitute the contract between the State of Delaware and the Vendor. 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, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the Vendor.

28. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- a. the laws of the State of Delaware;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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If any Vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the Vendor in default.

The selected Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

29. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

30. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

31. Scope of Agreement

If the scope of any provision of the contract is determined to be 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.

32. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

33. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any

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official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

34. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any

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such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for

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Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

35. Other General Conditions

- a. Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- b. Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- c. Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- d. Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- e. Status Reporting** – The selected Vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- f. Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- g. Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- h. Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- i. Billing** – The successful Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- j. Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value

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added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

- k. **W-9** - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at: <https://esupplier.erp.delaware.gov> to make payments to Vendors. Successful completion of this form enables the creation of a State of Delaware Vendor record.
- l. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOC20025-BHVRHEALTH on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
- m. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- n. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded Vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State’s seal or imply preference for the solution or goods provided.

B. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

C. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

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VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – DOC Security Clearance
- Attachment 11 – Performance Bond
- Attachment 12 – Bid Bond
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Key/Crest Redesign: DCRC Context
- Appendix D – Key/Crest Redesign
- Appendix E – Key/Crest Overview
- Appendix F – Security Clearance Application Form
- Appendix G – Staffing Plan Template
- Appendix H – Budget Template
- Appendix I – Sample Professional Services Agreement

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, and 12 must be included in your proposal.**
- Attachment 6 must be included in your proposal if subcontractors will be involved.
- Attachments 7 and 8 represent required reporting on the part of awarded Vendors. Those Vendors receiving an award will be provided with active spreadsheets for reporting.
- Attachment 11 shall be completed and submitted by the Vendor selected for award as part of the formal execution of the contract.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to DOC_Purchasing_Mailbox@delaware.gov. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spending during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOC20025-BHVRHEALTH Contract Title: BEHAVIORAL HEALTH SERVICES

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

CONTRACT NO.: DOC20025-BHVRHEALTH
CONTRACT TITLE: BEHAVIORAL HEALTH SERVICES
DEADLINE TO RESPOND: January 28, 2020 at 2:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Correction

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Correction.

COMPANY NAME _____ Check one)

| |
|-------------|
| Corporation |
| Partnership |
| Individual |

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

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

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. DOC20025-BHVRHEALTH
Contract Title: BEHAVIORAL HEALTH SERVICES

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

| | |
|---|--|
| 1. Contact Name & Title: | |
| Business Name: | |
| Address: | |
| | |
| Email: | |
| Phone # / Fax #: | |
| Current Vendor (YES or NO): | |
| Years Associated & Type of Work Performed: | |

| | |
|---|--|
| 2. Contact Name & Title: | |
| Business Name: | |
| Address: | |
| | |
| Email: | |
| Phone # / Fax #: | |
| Current Vendor (YES or NO): | |
| Years Associated & Type of Work Performed: | |

| | |
|---|--|
| 3. Contact Name & Title: | |
| Business Name: | |
| Address: | |
| | |
| Email: | |
| Phone # / Fax #: | |
| Current Vendor (YES or NO): | |
| Years Associated & Type of Work Performed: | |

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

| PART I – STATEMENT BY PROPOSING VENDOR | | |
|---|--|--------------------|
| 1. CONTRACT NO. DOC20025-BHVRHEALTH | 2. Proposing Vendor Name: | 3. Mailing Address |
| 4. SUBCONTRACTOR | | |
| a. NAME | 4c. Company OSD Classification: Certification Number: _____ | |
| b. Mailing Address: | 4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR | | |
| 6a. NAME OF PERSON SIGNING | 7. BY (<i>Signature</i>) | 8. DATE SIGNED |
| 6b. TITLE OF PERSON SIGNING | | |
| PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR | | |
| 9a. NAME OF PERSON SIGNING | 10. BY (<i>Signature</i>) | 11. DATE SIGNED |
| 9b. TITLE OF PERSON SIGNING | | |

*** Use a separate form for each subcontractor**

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

| State of Delaware | | | | | | | | | | | | | | | | | |
|--|---------------|------------------------|----------------------|-----------------------|--------------------|------------------|-------------------------------|--|-------------------------|---|------------------------|---------------------------|--------------------------------|-------------------------|-------------------------------|--------------------------|--|
| Subcontracting (2nd tier) Quarterly Report | | | | | | | | | | | | | | | | | |
| Prime Name: | | | | | | | Report Start Date: | | | | | | | | | | |
| Contract Name/Number | | | | | | | Report End Date: | | | | | | | | | | |
| Contact Name: | | | | | | | Today's Date: | | | | | | | | | | |
| Contact Phone: | | | | | | | *Minimum Required | | | Requested detail | | | | | | | |
| Vendor Name* | Vendor TaxID* | Contract Name/ Number* | Vendor Contact Name* | Vendor Contact Phone* | Report Start Date* | Report End Date* | Amount Paid to Subcontractor* | Work Performed by Subcontractor UNSPSC | M/WBE Certifying Agency | Veteran /Service Disabled Veteran Certifying Agency | 2nd tier Supplier Name | 2nd tier Supplier Address | 2nd tier Supplier Phone Number | 2nd tier Supplier email | Description of Work Performed | 2nd tier Supplier Tax Id | |
| | | | | | | | | | | | | | | | | | |
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Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://gss.omb.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

**DELAWARE DEPARTMENT OF CORRECTION
SECURITY REQUIREMENTS & PROCEDURES**

I. REQUIREMENTS FOR ALL VENDORS/CONTRACTORS:

The Delaware Department of Correction (DOC) has established criteria for authorized entry into a correctional facility by Vendors/Contractors conducting business with the Department and requires the Vendor/Contractor to complete a DOC Security Clearance Application (to be provided upon contract award) and complete the Prison Rape Elimination (PREA) Acknowledgement Form (to be provided upon award) prior to entering a DOC facility. This security criterion shall be observed by all professional service visitors, volunteers, vendors, contractors, subcontractors (if any) and any applicable employee providing services in relation to the contract. While working inside the prison facilities, it must be clearly understood that prison security requirements will at all times take precedence over service and/or construction operations. The Vendor shall comply with all such regulations and consider the regulations when preparing their bid response.

II. [RESERVED].

III. CONTRABAND

A. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility; or (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”

B. The following items are considered contraband and shall not be permitted near , in possession of or on the grounds of any DOC facility:

1. Intoxicating beverages.
2. Narcotics, hypnotics, barbiturates, hallucinogenic drugs, central nervous stimulants, tobacco or drugs, except as authorized or approved by an institution affiliated physician.
3. Firearms or instruments customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administrator.
4. Instruments that may be used as an aid in attempting an escape.
5. Hypodermic needles, syringes, or other articles, instruments or substances specifically prohibited by the institution administration, except as authorized by an institution and/or Departmental Administrator.

C. In addition to above, no inmate may possess:

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1. Tools, instruments or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
2. Money.

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Attachment 11

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (**Delaware Department of Correction**), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

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Attachment 12

Bid Bond

BOND HAS NOT BEEN WAIVED
10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ as principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State (hereinafter referred to as Agency), for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Vendor (Principal) (Seal)

Witness

(Seal) BY

Corporate
Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each Vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 3 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining Vendor proposal package shall identify how the Vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Price proposal as identified in Appendix B, Section V. Price proposal shall be prepared using Appendix H – Budget Template and be submitted as a separate document as one (1) paper copy and one (1) electronic copy.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**. All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable
10. One (1) completed Bid Bond (See Attachment 12)
11. One (1) copy of last three (3) years of financial information (balance sheets and income statements)

The items listed above provide the basis for evaluating each Vendor's proposal. **Failure to provide all appropriate information may deem the submitting Vendor as "non-responsive" and exclude the Vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy.

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Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. OVERVIEW

A. Purpose

The purpose of this RFP is to solicit bids from Vendors experienced in providing behavioral health and an integrated, evidence-based, recovery-oriented system of care for individuals detained and sentenced within the Delaware Department of Correction's (DDOC) six (6) Level IV and four (4) Level V facilities. Some services (outpatient SUD treatment and sex offender treatments) may occur post release while offenders are placed under community supervision.

DDOC is seeking a Vendor for the following services provisions:

- Mental Health Services
- Substance Use Disorder Services including treatment of individuals with co-occurring disorders (including Medication Assisted Treatment in conjunction with the Healthcare Contractor)
- Short term Cognitive Behavioral Therapy (CBT) Groups
- DUI Programming
- *Sex Offender Treatment to in custody populations as well as to those who are under community supervision by probation and parole

**Sex Offender services for probation and parole will not be required until after June 30 2020 upon expiration of the current Vendor's sex offender treatment contract. In the interim, the selected Vendor shall deliver sex offender services as described in the RFP in Level V (prisons) and Level IV (community corrections) facilities only.*

The Vendor shall manage and deliver an integrated, recovery oriented system of care that will provide constitutionally required behavioral health care to identified incarcerated men and women in the State of Delaware's Level IV and Level V correctional facilities. Behavioral Health Services includes a full range of psychiatric and psychological treatments, procedures, short term CBT, and programs for substance users, sexual offenders, DUI, young offenders and offenders diagnosed with mental health disorders.

The contract will be managed by the Bureau of Healthcare, Substance Abuse, and Mental Health Services (BHSAMH), which is responsible for quality assurance monitoring and measuring compliance within the provisions of the Contract, including, but not limited to the following areas:

- Compliance with safety and security guidelines of facility;
- Quality of treatment services (e.g. timely assessments and evaluations, appropriate treatment planning and evidence based programming for the identified level of care, responsive to the risk and needs of offenders, continuity of follow-up services, etc.);
- Fidelity to evidence based practices;
- Staffing levels and treatment slot (bed space) utilization;
- Responsiveness to complaints and grievances;
- Continuity of integrated care across the correctional continuum;
- Effectiveness of programming as determined by agreed upon outcome measures;
- Matching clinical hours of treatment aligned with designated level of care treatment dosage;

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- Compliance with national correctional standards, DDOC policies and procedures and professionally accepted best practices in correctional behavioral health;
- Compliance with DDOC data reporting requirements.

***Value added** services offered by the prospective Vendors may be detailed in a separate section of the Vendor's response to this solicitation along with an explanation of how they complement the core service provisions of the contract.*

DDOC will consider proposals from Vendors who have the capacity to secure, manage and deliver all services required under this RFP. Core services cannot be subcontracted to another Vendor without prior approval from DDOC. Vendors shall submit documentation that demonstrates the Vendor's legal and financial authority and its administrative and solid organizational structure to carry out the requirements of this RFP and a resulting Contract by submission of the required documents, with any other evidence or assurance of Vendor's financial capacity, including third party guarantees thereof, as requested by the DDOC. DDOC will consider the awarded Vendor to be the sole point of contact and accountability with regard to all contract performance matters under the contract.

The Vendor shall practice quality behavioral health care in all of the identified service areas: conduct screenings and assessments, deliver evidence-based practices to the offender population, present and implement a continuum of care model, work in tandem with the provider of medical services, deliver comprehensive discharge and reentry services, and control costs. The Vendor shall work collaboratively with the Department in order to increase access to substance use disorder treatment, addiction treatment medications and psychosocial support services in the State's correctional system as well as appropriate screening, assessment, relapse prevention, and reentry services to help identify individuals with addiction involving opioids or other substances and ensure that they have the tools to sustain treatment, remission, and recovery when they return to their community after release.

The Vendor shall have the capacity to implement programs designed around Risk, Need and Responsivity (RNR) principles and will align their services in a manner consistent with the spirit expressed by the American Correctional Association (ACA) and the American Society of Addiction Medicine (ASAM) ["Joint Public Correctional Policy on the Treatment of Opioid Use Disorders for Justice Involved Individuals"](#).

B. DDOC and population served

The Delaware Department of Correction (DDOC) is a cabinet level agency that is headed by the Commissioner. DDOC employees work within four Bureaus, each led by a Bureau Chief:

- Bureau of Prisons (BOP)
- Bureau of Community Corrections (BCC)
- Bureau of Healthcare, Substance Abuse and Mental Health Services (BHSAMH) – Previously Bureau of Correctional Healthcare Services (BCHS)
- Bureau of Administrative Services (BAS)

The DDOC operates as a "unified system" including both the jail and prison population. Within this unified system, there are ten (10) different facilities consisting of four (4) Prisons, four (4) Community Corrections Centers, and two (2) Violation of Probation

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Centers. DDOC maintains five different supervision levels that correspond to the facilities and to the community identified as the following:

In Custody Setting:

- Level V – prison
- Level IV – Community Corrections Centers, Work Release Centers, Violation of Probation Centers

Community Supervision (Probation and Parole)

- Level IV – Home Confinement
- Level III – Intensive Probation Supervision
- Level II – Standard Probation
- Level I – Administrative Supervision

The services required in this Request for Proposal are primarily provided in Level IV and Level V facilities. Outpatient substance use disorder treatment (Aftercare) and a portion of the sex offender treatment occur in the community while a person is under supervision of probation and parole. The Bureau of Prison (BOP) oversees the operation of three male and one female Level V facilities. Each Level V facility maintains the custody of pretrial offenders awaiting sentencing, custody of inmates serving a sentence, oversees management of daily jail and prison operations. The Bureau of Prisons maintains an array of partnerships with other state agencies, contracted community providers, volunteers, academic institutions, veterans groups and faith based organizations to meet the needs of the offenders.

As of 6/30/19, the Level V prison population was 4,119 males and 317 females. Approximately 63.5% of the total population placed in a Level V facility was serving a sentence for more than one year. Almost 93% (92.8) of the total incarcerated population in Level V was male with 7.1% of the total Level V population female. Approximately 18% of the overall Level V population was detainees with the majority of offenders placed in one male facility, Howard R. Young Correctional Institution (HRYCI), located in the northeast section of Wilmington, Delaware. In FY '19 there were 11,514 admissions, not including transfers between facilities, and 14,084 releases.

The Bureau of Community Corrections (BCC) operates five Level IV facilities (4 male and 1 female) throughout the state for those offenders who are court ordered to a lower level secured facility, offenders who have been transferred to a lower level security from Level V and for those offenders who have violated their terms of probation. As of 6/30/19, the Level IV population was 590 for males and 75 for females. Just under fifty percent (49.2%) of the population are serving a year or less and the vast majority of the Level IV population (88.7%) is male.

The Bureau of Healthcare, Substance Abuse, and Mental Health Services (BHSAMH) provides oversight of the daily medical, dental, behavioral health and pharmaceutical operations of contract providers to ensure the National Commission on Correctional Healthcare Standards and relevant American Correctional Association Standards are continually met and maintained. The DDOC and BHSAMH have made major strides in transitioning to a more progressive model of integrated healthcare that includes the use of a multidisciplinary team of medical, behavioral health and correctional (security) personnel at the time of admission, the use of an electronic behavioral health record, and recently the introduction of medication assisted treatment (MAT).

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Behavioral Healthcare includes treatment services to offenders with psychiatric disorders, including but not limited to serious (and persistent) mental illness, sex offences, offenders with substance use, and co-occurring disorders. It is estimated that the DDOC and BHSAMH are currently treating (in some capacity) approximately 28% of the total Level V population with mental health services and approximately 30% of the total Level IV population, respectively.

In FY 2019, there were nearly 468 admissions to the substance use residential treatment program in Level V facilities and 528 discharges. It is estimated that the DDOC and BHSAMH are treating approximately 29% of the total population for substance use.

Of the Level IV male substance use residential programs, there were nearly 787 admissions with 852 discharges.

DDOC oversaw 21 male juvenile offenders adjudicated as adults in fiscal year 2018. DDOC offers program services for those adolescents who are placed in a separate area, known as the Youthful Correctional Offenders Program (YCOP), from the adult general population at HRYCI.

Interested Vendors shall have a thorough knowledge of the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA) standards, especially the differences between the prison and jail populations. All appropriate standards of NCCHC and ACA must be met at a minimum. The DDOC sees those standards as the baseline of care and expect those standards, whenever possible, to be exceeded. The contracted Vendor is responsible to meet all NCCHC, ACA, and the Prison Rape Elimination Act (PREA) standards and all DDOC and Bureau of Prison policies and procedures.

DDOC policies can be located at:

https://doc.delaware.gov/views/policy_and_regulations.blade.shtml.

As the DDOC has been expanding its ACA accreditation to all of its prison facilities, the Vendor will be required to assist the DDOC in the process and will be required to adhere to all ACA standards in preparation of any ACA audits.

Combined there are currently 9 correctional facilities in the state of which four are level V facilities and five are level IV facilities. A listing of DDOC facilities and locations can be found at <https://doc.delaware.gov/views/facilities.blade.shtml>. The DDOC may, at its discretion repurpose any of its facilities as a level IV or level V facility. As long as this repurposing does not impact the number of inmates to the point where the census increases or drops below the contracted allowances, the Vendor will adapt and repurpose staff accordingly. The Vendor is informed that the incarcerated population in Delaware varies from most other states in that Delaware is one of only six states nationwide that operates a “unified system.” Under the unified system, the State’s jail and prison populations share the same facilities. Jailed offenders may be in the DDOC’s custody prior to sentencing (the pre-sentenced population). In addition, the DDOC is responsible for the care of those who have already been sentenced to incarceration.

Interested Vendors should be cognizant of the unique issues associated with serving the jail and prison populations, including the separate National Commission on Correctional Health Care (NCCHC) requirements for jails and prisons and American Correctional Association (ACA) performance based expected practices for jails and prisons, as they

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will be required to meet all of those standards. The Vendor is responsible for meeting all NCCHC standards as well as all related standards of the ACA, federal and state laws applicable to healthcare and to correctional settings as well as all DDOC policies. Vendors should carefully review the deliverables in this RFP and the information in the associated appendices to ensure construction of their best response.

The following is a brief profile of the DDOC based on FY19 (July 2018-June 2019) numbers:

- Average Daily Population for Level V Males: 4,571 (note presently approximately 400 inmates are incarcerated at out-of-state facilities and could return during the course of the contract.
- Average Daily Population for Level V Females: 322
- Average Daily Population for Level IV Males: 620
- Average Daily Population for Level IV Females: 101
- FY 19 Level V admissions: 11,514
- FY 19 Level V Releases: 14,107 (Does not include deaths, incapacitated hold releases or transfers)
- About 63% are sentenced to serve more than one year at level V.
- 8.6% are sentenced to less than one year at level V.
- 18.95% are offenders in detention status.
- Prison is for those serving one or more years.
- Jail is for those serving less than one year
- The average length of stay for the detention population is 33.6 days.
- The average length of stay for the jailed population is 54.3 days.
- The average length of stay for the prison population is 33.59 months.

For additional information, please review the most recent DDOC annual report at: https://doc.delaware.gov/views/annual_report.blade.shtml

C. Behavioral Health Population Served

The following population data is not intended to constitute a minimum or maximum population to which services must be provided under this RFP.

The following is a snapshot (9/9/19) off the number of individuals receiving mental health (MH) services including the number of individuals at each level 5 and level 4 facilities who are on the mental health roster (MHR) and the number who are classified as seriously mentally ill (SMI):

| Location | # on MHR | current population | % of population on MH roster | # of SMI | % of population that are SMI | % of MHR that are SMI |
|-----------------------|----------|--------------------|------------------------------|----------|------------------------------|-----------------------|
| Level 5 Prison | | | | | | |
| HRYCI | 369 | 1379 | 26.76% | 229 | 16.61% | 62.06% |
| JTVCC | 541 | 1739 | 31.11% | 325 | 18.69% | 60.07% |
| Compound | 327 | 1347 | 24.28% | 228 | 16.93% | 69.72% |
| MHU | 129 | 241 | 53.53% | 49 | 20.33% | 37.98% |

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| | | | | | | |
|-----------------|------|------|--------|-----|--------|--------|
| SHU | 85 | 151 | 56.29% | 48 | 31.79% | 56.47% |
| SCI | 189 | 1087 | 17.39% | 64 | 5.89% | 33.86% |
| BWCI | 194 | 345 | 56.23% | 133 | 38.55% | 68.56% |
| Level 5 Totals: | 1293 | 4550 | 28.42% | 751 | 16.51% | 58.08% |

| Location | # on MHR | current population | % of population on MH roster | # of SMI | % of population that are SMI | % of MHR that are SMI |
|--|----------|--------------------|------------------------------|----------|------------------------------|-----------------------|
| Level 4 Community Corrections Centers | | | | | | |
| PCCC | 23 | 136 | 16.91% | 23 | 16.91% | 100.00% |
| CVOP | 63 | 139 | 45.32% | 26 | 18.71% | 41.27% |
| MCCC | 41 | 128 | 32.03% | 21 | 16.41% | 51.22% |
| SCCC | 61 | 221 | 27.60% | 20 | 9.05% | 32.79% |
| HDP | 26 | 44 | 59.09% | 26 | 59.09% | 100.00% |
| Level 4 Totals: | 214 | 668 | 32.04% | 116 | 17.37% | 54.21% |

The snapshot below (9/19/19) reflects the number of individuals served in the level 5, level 4, and probation and parole substance use services:

| Location | Program Capacity | # of Open Beds |
|-------------------------|------------------|----------------|
| Level 5 Prison | | |
| (SCI) | 120 | 21 |
| (BWCI) | 58 | 4 |
| 6 for 1 Men (HRYCI) | 80 | 6 |
| 6 for 1 Women (BWCI) | 72 | 22 |
| 6 for 1 South (SCI) | 64 | 36 |
| YCOP (HRYCI) | 10 | 3 |
| Reflections Men – DUI | 50 | 0 |
| Reflections Women – DUI | 20 | 2 |
| Level 5 Totals: | 434 | 94 |

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| | | |
|--------------------------------------|-----|-----|
| Level 4 Community Corrections | | |
| Plummer (Men) | 100 | 51 |
| Morris (Men) | 56 | 33 |
| HDP (Women) | 76 | 47 |
| SWRU (Men and Women) | 90 | 54 |
| Level 4 Totals: | 298 | 185 |

| | | |
|------------------------------|-----|---|
| Probation (Aftercare) | 200 | 153 (Sussex = 27, Kent = 65, NCC = 51) |
|------------------------------|-----|---|

D. Assessment Driven Placement

The Vendor should note that the numbers above primarily reflect individuals who were Court Ordered and/or classified to residential substance use disorder treatment services. DDOC expects Providers will work with BHSAMH to establish a broader continuum of care for substance use disorder treatment throughout the course of the contract aligned with the Department’s overarching assessment process as outlined in DDOC policies. Additionally, program placement decisions and program design shall align with graduations of intensity (treatment dosage) congruent with various ASAM levels of care (1-3) i.e. Residential, Intensive Outpatient and Outpatient levels of care. As such, the provider is also expected to match services with that of the Department’s use of the LSI-R and RNR (George Mason University’s “Assess an Individual” Tool) tools whereby people are assessed and matched by DDOC staff according to “best fit” for risk and need factors with an aim for behavioral health service provisions to be customized to the individual and as to reduce symptomology and increase functionality during incarceration and increase potential for post release community assimilation. The Vendor shall outline their strategy for incorporating the DDOC’s use of LSI-R and RNR assessments into their behavioral health assessment process and plan for coordination with DDOC staff for level of care determination.

The RNR tool categorizes risk and need into the following groupings:

| | |
|---|---|
| Group A: Dependence on “Hard Drugs” | Treatment focuses on addressing dependence on hard drugs, but also includes cognitive restructuring techniques for criminal thinking to strengthen cognitive processing and decision making, as well as, interpersonal and social skills interventions to target group B and C issues. Targets predominately high- and moderate-risk individuals, with dosage of approximately 300 hours. |
| Group B: Criminal Thinking/Cognitive Restructuring | Programs focus on criminal thinking using cognitive restructuring techniques but also include interpersonal and social skills interventions. Targets predominately high-risk individuals, with dosage of approximately 300 hours. |
| Group C: Self Improvement and Management | Programs focus on self-improvement and self-management, especially problem solving and self-control related to mental health disorders and substance abuse. It also includes some cognitive restructuring work to address developing criminal thinking patterns. Targets predominately moderate-risk individuals with dosage of about 200 hours. |

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| | |
|---|---|
| Group D: Interpersonal skills | Programs focus on social skills and interpersonal skills targeting multiple destabilizing issues. Targets moderate- and low-risk individuals, with dosage under 200 hours. |
| Group E: Life skills | These programs focus on life skills such as financial stability, occupational training, or education. Targets predominately low risk individuals, with dosage of about 100 hours. |

For additional information on the RNR tool see: <https://www.gmuace.org/tools/>

A synopsis of ASAM levels of care applicable to DDOC’s continuum of care is provided below:

| | |
|---|---|
| Level One: Outpatient | Consists of 9 hours of service/week for recovery or motivational enhancement therapies and strategies. Level 1 encompasses organized services that may be delivered in a wide variety of settings. |
| Level 2: Intensive Outpatient | Consists of 9 or more hours of service a week respectively to treat multidimensional instability. Level 2 encompasses services that are capable of meeting the complex needs of people with addiction and co-occurring conditions. It is an organized outpatient service that delivers treatment services during the day, before or after work or school, in the evening, and/or on weekends. |
| Level 3: Level Residential | Residential Services provides medical and behavioral health care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment. Patients in this level are able to tolerate and use full active milieu treatment setting. Level 3 encompasses residential services that are described as co-occurring capable, co-occurring enhanced, and complexity capable services, which are staffed by designated addiction treatment, mental health, and general medical personnel who provide a range of services in a 24-hour treatment setting. |

For additional information on the RNR tool see: <https://www.asam.org/>

The Vendor should describe their approach for incorporating ASAM placement criteria into; a) the LSI-R/RNR assessment process currently in use by the DDOC; b) Vendor’s program design; c) selection of specific interventions, manualized curricula and; d) use of risk and need factors into treatment planning.

The Vendor should also note that in the event DDOC determines an operational need to relocate current residential SUD treatment programs at SCI (“Key South”) and HRYCI (“Key North”) to a single location, the selected Vendor should be prepared to accommodate the relocation of services in the event level V drug treatment beds are centralized.



E. Definitions of Technical Terms

To prevent any confusion about identifying requirements in this RFP, the following definitions of technical terms is offered:

Evidence-based practice refers to the conscientious use of the best evidence currently available, to inform decisions about the supervision of individual offenders, as well as the design and delivery of policies and practices, to achieve the maximum, measurable

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reduction in recidivism. The explicit and unbiased use of current best research results in making clinical (individual) and health policy (population) decisions.

Treatment refers to a broad range of services responsive to multidimensional instability (symptomology). It encompasses services that are capable of targeting a client's criminogenic (crime-producing) risk and need factors as determined by actuarial risk assessment including addiction, co-occurring disorders with an aim to improve functionality during incarceration and/or potential for successful reentry.

Criminogenic risk factors: Research has identified both changeable (*dynamic*) and unchangeable (*static*) risk factors directly related to criminal behavior. Studies revealed seven dynamic criminogenic (*crime producing*) risk factors closely associated with criminal conduct that can be assessed and altered through effective interventions (see J. Bonta & D. Andrews, Risk-Need-Responsivity Model for Offender Assessment and Rehabilitation, 2007).

Risk-Need-Responsivity-Fidelity principles:

- **Risk principle** (who to target) Moderate to high risk offenders
- **Need** (what to target) Static vs. dynamic risk factors
- **Responsivity** – (how to target)
 - *General* use cognitive-behavioral techniques and social learning
 - *Specific* attend to client abilities, motivation, gender, learning styles
- **Integrity** – (fidelity) evaluate and measurement feedback (see J. Bonta, et al., 2010)

F. Standards of Care and Evidence-Based Practices

DDOC expects that care provided should be in keeping with the best available evidence for offenders' specific conditions. The list below reflects professional regulations and guidelines and is intended to be indicative of the generally accepted professional standard of care and, therefore, is not all-inclusive:

- [DDOC Health Care Policies](#);
- ACA Standards and Expected Practices
- Prison Rape Elimination Act (PREA)
- NCCHC Standards
- Centers for Disease Control Protocols and guidelines for self-directed violence <https://www.cdc.gov/violenceprevention/pdf/self-directed-violence-a.pdf>
- Programs and Practices: What Works in Criminal Justice <https://www.crimesolutions.gov/>
- National Institute of Corrections Evidence Based Practices in Criminal Justice System: Annotated Biography <https://nicic.gov/evidence-based-practices-criminal-justice-system-annotated-bibliography>
- National Institute of Drug Abuse Principles of Drug Abuse Treatment for Criminal Justice Populations - A Research-Based Guide <https://www.drugabuse.gov/publications/principles-drug-abuse-treatment-criminal-justice-populations/principles>
- Substance Abuse and Mental Health Services Administration Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>

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The Vendor's proposal shall demonstrate how their proposed services and clinical practice align with the eight guiding principles of evidence based practices for the correctional population. If a Vendor uses standards different from those in the above list, they must be highlighted in the Vendor's response along with the reasons for using the standards. In addition, they must be approved by the BHSAMH Bureau Chief prior to any future use by the Vendor. The Bureau Chief must approve any change in the use of standards of care or introduction during the course of the contract resulting from this solicitation. DDOC also recognizes that all clinical situations and the need for future program design and/or service elements may not be covered in existing standards or within the current solicitation and, in such cases, the Vendor will work in partnership with DDOC to determine proper course of action. Once a course of action is determined the Vendor must adhere.



G. Research

No research projects involving offenders will be conducted without the prior written consent of the Commissioner of Correction in accordance with [DOC Policy 6.9 – Research Activities](#). The conditions under which the research will be conducted will be governed by written guidelines mutually agreeable to by the Vendor and the DDOC. In every case, the written informed consent of each offender who is a subject of the research project will be obtained prior to the offender's participation. All Federal and State regulations applicable to such research will be fully and strictly followed, including but not limited to HIPAA regulations and Federal Office of Human Resource Protections. Research must be approved by a Human Subjects Review Board and approved by the Bureau Chief of BHSAMH and the Chief of Planning, Research, and Reentry or their designees and must be in accordance with BHSAMH Policy [G-06 “Medical and Other Research”](#).

H. Additional Background Information

In August 2012 Governor Jack Markell signed Delaware Senate Bill 226 (SB226) into legislation. The legislation reflected recommendations from a bi-partisan task force that outlined a plan for enhancing correctional practices to achieve the state's justice reinvestment goals. The Bill required, among a number of recommendations, the State to address the needs of the correctional population in order to reduce recidivism. This mandate led the DDOC to adopt a risk and need assessment tool developed by the Center for Advancing Correctional Excellence (ACE!) at George Mason University (GMU). The RNR simulation tool (www.gmuace.org/tools) was developed for correctional practitioners to utilize based on the fundamental RNR framework developed by Andrews and Bonta (2009, 2010). The tool's capability allows DDOC to assess the prevalence of criminogenic needs within the population and the availability of facility and community programming to meet the needs.

It is the Department's goal to maximize programming to meet the risk and needs of the offenders in the Delaware's Correctional System. In July 2015, George Mason University compiled a report, "An Examination of the Criminogenic and Treatment Needs in Delaware" and concluded that the three most common criminogenic factors among the prison population released between January 2010 and November 2012 were

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criminal peers (82.8%), financial insecurity (79.3%) and education/employment (56.3%). (Taylor, 2015)

The report also compared dynamic needs and “stabilizers” across all Level V facilities. The highest frequency of individuals with a substance use need was found at Sussex Correctional Institution (SCI- 58%) and the highest percentage of individuals with a mental health need was at Baylor Correctional Institution-Women’s (69%). The highest percentage of individuals with criminal thinking as a primary criminogenic need, and substance dependence as a primary criminogenic need was found among SCI individuals (31.0% and 18% respectively) (Taylor, 2015).

The findings resulted in recommendations for the DDOC to both enhance and expand criminal thinking intervention programming while ensuring that criminal thinking programs also address other criminogenic need areas; prioritize programming for medium-high and high-risk offenders; ensure that substance use disorder and mental health programming also addresses other criminogenic need areas; offer adequate life skills programming for low and low-risk individuals; and increase the number of stabilizers for all offenders. Emphasis on gender responsive and trauma informed care should be of particular focus when proposing programming for the female population at BWCI and HDP. Based on a strong correlation between responsivity and attention to stabilizers with reduced recidivism, the Department is seeking a respondent who integrates these areas into their proposed behavioral health programming across the system. Additionally, the DDOC welcomes the respondent to propose separate and distinct programs apart from behavioral health programming that target criminal thinking for all Level V facilities to be facilitated by the Vendor. Currently the incumbent Provider supports the Department’s program “*Think Things Through*” at SCI, HRYCI, JTVCC and BWCI and uses University of Cincinnati Correctional Institute’s curriculum Cognitive Behavioral Intervention – Comprehensive Curriculum (CBI-CC). The selected Vendor should be prepared to continue to offer this program for those assessed and classified to this particular variation of RNR Group B programming.

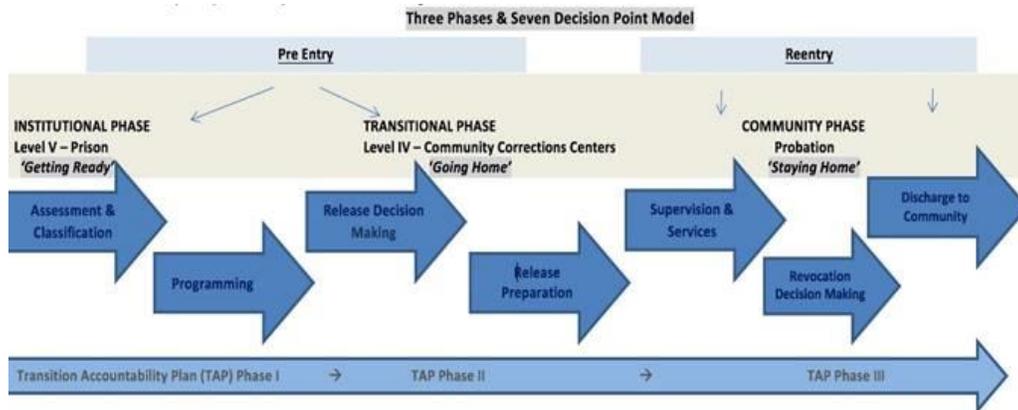
GMU is in the process of conducting a program gap analysis of DDOC’s Level IV environment. Preliminary results utilizing 2015-2018 assessment data indicates that nearly 60% of residents were scored high risk for reoffending on the LSI-R, nearly 37% were moderate risk, and nearly 4% were low risk. The most common criminogenic risk factors were criminal peers (91%), Financial Insecurity (73%), and Employment/Education (70%). Also notable were that nearly half of the population had issues with mild/moderate substance use disorders, housing, mental health, family, and leisure activities. Less than 25% had severe substance use disorders. Taken together, these early findings suggest that DDOC and its contracted Vendor should focus substantial programming allocation in the following categories in the Level IV environment: 45% of Level IV residents need Group B Programming (targeting criminal thinking/cognitive restructuring) as their primary program need, 23% of residents need Group A Programming (targeting dependence on hard drugs) as their primary program need; 16% of residents need Group D Programming (targeting interpersonal skills development) as their primary program need; 13% need Group C (targeting self-improvement and management of issues relating to mental health, substance use, and cognitive restructuring)as their primary program need; and less than 2% need Group E (life skills including employment and education) as their primary program need.

In December 2018, Governor John Carney signed Executive Order 27, which aims to reduce crime by implementing a seamless plan of services and supervision from time of

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entry into prison through transition, reintegration, and aftercare in the community. The EO established the Delaware Correctional Reentry Commission through December 2020, which is comprised of representation from State of Delaware cabinet agencies, justice system stakeholders, and the community. The Commission adopted a continuum framework for implementing evidence-based practices which are based upon the eight principles of evidence based practices (assess actuarial risk and needs of inmates/probationers; enhance intrinsic motivation of offenders to maximize their success; target interventions using the risk, need, responsivity, dosage, and treatment principles; skill train inmates and probationers with directed practice; increase positive reinforcement of desired positive behaviors exhibited; engage ongoing support for returning citizens in natural communities; measure relevant processes/practices in programs; and provide measurement feedback to programs on their progress).

The framework/continuum adopted is depicted below, representing the three phases in which evidence-based practices and the 8 core correctional practices should be applied.



The DDOC and BHSAMH has made major steps in transitioning to an integrated healthcare division by expanding and emphasizing a multidisciplinary approach to the intake screening process, incorporating use of an electronic medical record encompassing medical, behavioral health, reentry readiness, discharge planning, and developing a case management re-entry process as highlighted in the Department’s use of the Transition Accountability Plan (see [DOC policy 3.12 Reentry Planning](#)). The DDOC seeks to enter into a contract with a Vendor who has demonstrated experience in developing and delivering an evidenced-based model of behavioral healthcare for a correctional and/or offender population. The Vendor shall be responsible to produce outcome-based interventions which control and manage costs while prioritizing safety and security.

Appendices C, D, and E provide additional background information related to Key/Crest Programs and Cognitive Community.

II. SCOPE OF WORK

A. Introduction

This section outlines the requirements for each area of Behavioral Health, including the services to be delivered, and the tasks necessary to meet the Bureau’s requirements. With the overarching goal for an integrated, reentry and recovery oriented system of care, the DDOC is seeking a vendor who operates with organized evidenced based principles that encompasses a balance between the delivery of quality behavioral

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healthcare services and progressive correctional treatment initiatives. Overall, the Bureau's primary objectives include:

- To deliver high quality evidenced-based practices with demonstrated outcomes
- To provide offender integrated healthcare
- To utilize an array of community resources
- To assure cost efficiency
- To reduce recidivism

The Vendor's proposal should address their system of care in detail and how they will achieve each objective, or enable the Department to achieve the above objectives.

Behavioral Healthcare provided under this RFP must be consistent and standardized across all Level IV and all Level V facilities to the extent possible. It is expected that the Vendor will work closely with the facility Wardens and security staff to assure that the offenders' behavioral health needs are met. These populations may include, and not limited to, the following subsets: the pretrial population, sentenced offenders, including those offenders sentenced for driving under the Influence, pregnant women diagnosed with substance use disorders, sex offenders and juvenile offenders adjudicated as adults. The contracted Vendor is expected to provide access and availability of treatment services to meet the needs of offenders with behavioral health care needs on-site with a coordinated network and warm hand-off to off-site community resources across the state. The contracted Vendor shall be very familiar with the public behavioral resources from the Division of Substance Abuse and Mental Health (DSAMH). Additionally, the Vendor must be able to offer behavioral health care utilizing trauma informed approaches while supporting pro-social values and decreasing pro-criminal behaviors.

DDOC requires staffing that will provide adequate levels of coverage and care in each facility to meet the needs of the offenders. Vendor's proposed staffing plan shall be submitted using Appendix G – Staffing Plan Template. It is not recommended to have shared staffing to meet the needs in both Level IV and Level IV facilities ratios. The DDOC is seeking a Respondent who will provide sufficient staff for Level V with a separate staffing pattern for Level IV; however, the Vendor should specifically spell out if they are proposing any shared staffing and the specific ratios. The Vendor will be expected to maximize the continuity of care between facilities with various levels of program services. As such, it is expected that the Vendor shall collaborate with other Providers to ensure integrated care for all offenders.

The contracted Vendor will be responsible to deliver behavioral health services 24 hours per day, seven days per week, regardless of weather, emergency security conditions, and/or work stoppages in all facilities. The Vendor must have a designated staff; behavioral health professionals trained to offer both mental health and substance use treatment, assigned to each listed facility and must notify the Bureau immediately if circumstances negatively impact the ability to provide such service. The Respondent must demonstrate successful staff recruitment and retention to substantiate no delay or break in service delivery. Respondent shall have an on-call service for each facility with the expectation that the individual will be ready, willing and able to be on-site in each facility upon receiving an emergency call requiring on-site consultation. The respondent must elaborate in the RFP response the conditions in which phone consultation and on site consultation is required for off hours.

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B. Qualifications of Vendor

Vendor must have a minimum of three (3) years previous experience with proven effectiveness in administering a correctional behavioral health care program in a statewide prison system with multiple facilities including juvenile offenders adjudicated as adults. Professional references demonstrating success with correctional systems comparable to DDOC must be provided.

Vendor's proposal shall include current experience in providing a standard of care that is in compliance with the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA) standards for adult correctional facilities. Vendor shall possess an internal structure that provides a system of technical, administrative, information technology, quality assurance, financial reporting, legal counsel, and clinical support, as well as professional staff development, to their organization. This entails a corporate structure that includes physician, nursing and behavioral health leadership, clinical development, technical resource support services, and individual peer review. The Vendor shall possess recruiting and retention capabilities for all levels of professional and support personnel on a local and national level.

The Vendor's proposal shall demonstrate its expertise in the delivery of a full range of behavioral health care services and programs conducted within a correctional environment. The Vendor shall ensure all workers employed are either a citizen of the United States or with proper and legal immigration status authorizing them to be employed for pay in the United States.

The Vendor must carefully address their qualifications to provide the services described in their proposal.

C. Transition plan between existing and selected Vendor

The Vendor must have proven ability to provide an orderly and efficient startup or contract transition. The Vendor's proposal shall include a transition plan which details how they will transition from the current service delivery system to its own operation. Services must be operational at required capacity on the first day of the contract start date.

At a minimum, how the following issues will be handled during the transition:

- Recruitment of current and new staff including plan for retention of key incumbent Provider staff;
- Subcontractors and specialists where applicable;
- Identification of and process for assuming current behavioral health care cases;
- Equipment and inventory;
- Client records management;
- Orientation of new staff;
- Coordination of transition with current Provider;
- Plan to provide the DDOC with weekly progress reports detailing any challenges encountered and response to any potential interruption in a seamless transition between Providers.

The Vendor must outline timetables and personnel that will be assigned to supervise and monitor the transition, and detailed plans, including offender medical file transfer, for the transition from the DDOC's system to your system on an institution-by-institution basis which will include timetables for completion. If the selected Vendor is going to integrate

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the current Provider's employees and/or subcontractors, the Vendor must specify how it intends to integrate them.

The Vendor must also summarize problems anticipated during the course of transferring the contract to a new Vendor at the end of the incumbent's term including any proposed solutions.

The Vendor must provide resumes for the management staff expected to be hired by the Vendor at both Regional and Institutional levels.

The Vendor must provide credentials for all providers in accordance with [DOC Policy C-01 Credentials](#). The contracted Vendor shall provide a similar transition plan at the end of a contractual period for transition to a new contract or a new Vendor. The DDOC will consider the contracted Vendor as the sole responsible party for all contractual responsibilities and obligations contained within the final contract.

D. GOVERNANCE AND ADMINISTRATION

1. Contract management expectations

The Vendor will be accountable to the DDOC's Commissioner, Bureau Chief, and designees. The Vendor shall be responsible for managing the completion of all contract deliverables utilizing project management methodologies and contract administration activities that are consistent with the [Project Management Institute's \(PMI\) Project Management Body of Knowledge \(PMBOK\) Guide](#). All staff and subcontractors proposed to be used by the Vendor shall be required to follow a consistent methodology for all contract activities.

The Vendor is required to have at the minimum one (1) full time Senior Level Contract Administrator/Project Manager (CA/PM) dedicated to this contract and located in Delaware. The Project Manager must have the relevant education as well as the requisite experience in high level contract administration and project management. DDOC reserves the right to review and accept or refuse the Vendor's selection of this Senior Level Contract Administrator/Project Manager at any period during the contract.

Senior Level Contract Administrator (CA)/The Project Manager (PM) shall coordinate all the tasks necessary to successfully implement the contract. These tasks will include but not be limited to assigning staff, scheduling meetings, preparing, reviewing and submitting status reports, addressing project issues, providing administrative oversight for clinical services, and preparing presentations for state stakeholders. A successful CA/PM shall have overall responsibility for the contract deliverables, schedule, and successful implementation of the Vendor's resources to fulfill the requirements of the contract. The CA/PM shall have daily contact with BHSAMH as necessary. The CA/PM shall schedule and facilitate (at the minimum) monthly project team status meetings with the Chief-BHSAMH or designee(s). These meetings shall be held either on-site in DDOC's Central Administrative office or via tele-conference.

The Vendor's CA/PM shall provide written "Monthly Status Reports" to BHSAMH which shall include, at a minimum:

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- a. All contractual and project tasks accomplished, incomplete, or behind schedule in the previous month (with reasons given for those tasks behind schedule and plans for completion).
- b. All tasks planned for the coming month.
- c. An updated status of all tasks (entered into the "Contract/Project Plan" and attached to the Status Report – e.g., % completed, incomplete, resources assigned to tasks, etc.).
- d. The status of any corrective actions.
- e. The current status of the contract's/project's technical progress, contractual financial obligations (e.g., status of payment of hospital bills, outpatient and specialty care bills, achievements to date, risk management activities, unresolved issues and the requirements needed to resolve them, action items, identified problems, and any significant changes to the Vendor's organization or method of operation.
- f. Notice to the DDOC/BHSAMH if required deliverables will not be completed on time.
- g. DDOC/BHSAMH and the Vendor's CA/PM will agree on the exact format of the "Contract/Project Plan" and the "Monthly Status Reports" at or before the contract/project kickoff meeting.
- h. The CA/PM will be responsible for oversight and accountability for all the Vendor's continuous quality assurance efforts.
- i. Information on new staff hires, terminations, resignations, vacancies, significant disciplinary action (including reasons), significant incidents, contact with law enforcement and reports made to Delaware Division of Professional Regulation and law enforcement agencies on any staff.

2. General requirements

The Vendor shall maintain NCCHC accreditation (and provide needed efforts in support of the maintenance of ACA accreditation) at all DDOC sites. DDOC intends to include specific liquidated damages in the contract between DDOC and the selected Vendor for any failure to attain and/or maintain such certifications and/or accreditations. The beginning and ending dates of the penalty will be governed by any written communication from the NCCHC or ACA. Any date within any calendar month will serve as the beginning and ending dates and each inclusive month, (first, intermediate, and last) of non-accreditation will be assessed the penalty. Any assessed liquidated damages will bear the appropriate legal relationship to the actual harm caused DDOC. Any liquidated damages (as outlined below) shall not be the exclusive remedy for failure to achieve and/or maintain accreditation.

The Vendor shall also:

- a. Deliver qualified behavioral healthcare and re-entry professionals in sufficient number, location, and skillset to meet all clinical, administrative, and performance-based requirements outlined in this RFP. Behavioral healthcare professionals must be qualified consistent with NCCHC and ACA standards and applicable state laws governing licensure, credentialing, and scope of practice requirements.
- b. Participate in applicable quality assurance meetings, activities and quality improvement projects as directed by DDOC and BHSAMH. This includes participating in and reporting at monthly meetings of the Adult Correctional Healthcare Review Committee (ACHRC) at the request of BHSAMH or ACHRC.
- c. Coordinate all related activities in collaboration with BHSAMH.

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- d. Be subject to outside party review beyond current accreditation bodies as deemed necessary by DDOC (e.g. DSAMH)

3. Regulation Compliance

The Vendor shall ensure compliance with the following:

- a. Americans with Disabilities Act (ADA). Vendor shall work closely with DDOC to provide accommodations to offenders in compliance with the Americans with Disabilities Act (ADA). In the event of a dispute between the Vendor and the DDOC on matters related to accommodations, the DDOC's ADA Director shall have final decision-making authority. Refer to [DDOC Policy 11 F-01 Patients with Chronic Disease and Other Special Needs](#).
- b. Prison Rape Elimination Act (PREA). Vendor shall comply with the Prison Rape Elimination Act of 2003, all applicable Federal PREA standards, and all DDOC policies, directives, rules, interim memos, and guidance documents, related to PREA for preventing, detecting, monitoring, investigating, and responding to any form of sexual abuse. The Vendor shall provide all necessary documentation to show compliance with the PREA standards and reporting requirements as part of ongoing quality assurance. The Vendor's documentation related to PREA compliance and reporting requirements shall be readily available to the DDOC's PREA Director. Refer to [DDOC Policy 8.60 Prison Rape Elimination Act \(PREA\)](#) and [Policy 11-B-05 Procedure in the Event of Sexual Abuse](#).
- c. Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2. The Vendor shall comply with HIPAA and 42 CRF Part 2 and shall adhere to all state and federal statutes, laws, regulations, DDOC policies, directives, rules, and guidance documents regarding the confidentiality of "Protected Health Information" (PHI), including the transmittal of information by any verbal, written, electronic, or other means. Refer to [DDOC Policy 11.A-08 Health Record](#)
- d. Delaware Department of Correction – Bureau of Correctional Healthcare Services Policies: The Vendor shall comply with all policies of the [BHSAMH Chapter 11 Medical Services](#). The Vendor is responsible to develop site specific procedures in compliance with the DDOC policies and ACA/NCCHC standards for each facility. The Vendor will ensure timely updates to reflect changes in changes in policy and accreditation standards.
- e. Security and Other Violations: The Vendor shall immediately report to law enforcement any allegations, plans or reports of illegal or potentially criminal activity the Vendor or its staff become aware of (and notify BHSAMH). In addition, the Vendor shall adhere to the DDOC policies as it relates to the investigation of misconduct and/or security breaches by the Vendor, the Vendor staff or others. The Vendor shall adhere to DDOCs policies and administrative directives as they relate to the introduction into facilities of contraband such as cell phones, weapons, illicit substances, tobacco products, etc. Refer to [DDOC Policy 11 G-04 Therapeutic Relationship, Forensic Information, and Disciplinary Actions](#).

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E. Liquidated damages

The contracted vendor may be assessed liquidated damages as described below. DDOC has the final decision on liquidated damages process and results of any penalties. DDOC waives the liquidated damages for the first 90 days of the initial contract period.

1. Liquidated Damages – Operations Audits

The Health Services QI Monitoring and Evaluation Audit is a tool used to measure compliance with the contract. There will be a list of evaluation tools and a monitoring calendar which can be adjusted as needed. The overall goal is a threshold of 85% compliance during the first year of the contract and 90% compliance each contract year thereafter.

- a. Monitoring and Evaluation Audits with overall scores of 85% or greater in all categories:
 - No liquidated damages will be assessed
 - No Corrective Action Plans (CAPs) are required
- b. Monitoring and Evaluation Audits with overall scores of 85% with categories line areas less than 80% which indicates a need for improvement:
 - No liquidated damages will be assessed.
 - Corrective Action Plans are required for areas coming in under the 85%.
- c. Monitoring and Evaluation Audits with overall scores less than 85% show a failure in compliance with DOC. A liquidated damages phase is assessed as follows:
 - The initial audit scores less than 85%. Corrective Action Plans are reviewed/revise as needed – \$0.00
 - A re-audit is conducted the following month (30 days from the initial audit). If the audit has an overall score of less than 85%, Corrective Action Plans are reviewed/revise as needed - \$0.00
 - A re-audit is conducted the following month (60 days from the initial audit). If the audit has an overall score of less than 85%, Corrective Action Plans are reviewed/revise as needed - \$2,500
 - A re-audit is conducted the following month (90 days from the initial audit). If the audit has an overall score of less than 85%, Corrective Action Plans are reviewed/revise as needed - \$5,000
 - Repeat audits will continue each month. If the audit has an overall score of less than 85% - \$5,000 will be assessed for each audit until a satisfactory score of 85% is obtained.

At any time during the audit process, if the overall score is 85% or greater, the plan will then convert to language listed in “a” or “b”. Compliance percentages may change during the contract and will be determined by BHSAMH and communicated to the Vendor.

2. Liquidated Damages - Staffing

The below table shows key/critical positions deemed necessary for a comprehensive behavioral healthcare system. Liquidated damages shall be imposed for a position left unfilled for greater than 30 calendar days or for more than 45 days in a 3 month period.

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To temporarily fill a vacancy, a position must be filled by a person who is equally or more qualified in the same field. That person shall not be cross-covering another position to the point that their contribution in both positions adds up to more than one (1) FTE. In positions requiring licensure, the replacement candidate's license must be of an equal or higher level and must fall under an equal or higher liquidated damages hourly rate. Rates shown in table are provided as an **example**. Final rates to be assessed shall be determined by BHSAM once negotiations are complete, contract has been awarded and position fee structure has been established. The amounts for liquidated damages will be calculated based on salaries for the affected position(s).

LIQUIDATED DAMAGES – STAFFING (examples)

| Behavioral Health/Substance Abuse | Hourly Rate | Annually |
|---|-------------|---------------------|
| Statewide Behavioral Health Director | 55.00 | 110,000 |
| Statewide Behavioral Health Clinical Supervisor | 40.87 | 85,000.00 |
| Statewide Psychiatry Director | 132.21 | 275,000.00 |
| Site Mental Health Clinical Supervisor | 36.05 | 75,000.00 |
| Site Substance Use Clinical Supervisor | 26.44 | 55,000.00 |
| Clinician | 22.60 | 47,000.00 |
| Psychiatric Observer | 12.00-13.50 | 24,960.00-28,080.00 |

3. Liquidated Damages - Referral and Recruitment

The SUD programs implemented by the Vendor will serve offenders who have been identified as candidates for the programs from many of DDOC's institutions across the state. The DDOC classification staff will refer the candidates to these programs based on information provided during the assessment process and based on sentencing orders. As indicated elsewhere in this solicitation the Vendor will also be responsible for providing substance use disorder screening to all offenders referred by mental health, medical, DDOC or through self-referral. Offenders will be referred to the SUD programs so that their community correction eligibility coincides with their estimated program completion date. In many instances those who successfully complete the Level V SUD program will be rewarded for their successful program participation with opportunities to transition into Level IV SUD programs located in community corrections centers as part of an integrated continuum of care designed to provide optimal treatment dosage in order to reduce risk to recidivate.

Although the DDOC's classification staff will refer candidates for program participation based on their assessment scores, substance use history and/or sentencing orders, recruiting offenders to participate in drug treatment programs is the responsibility of the contracted Vendor. The Vendor must maintain a list of eligible candidates and coordinate with DDOC to ensure that eligible candidates are placed in the appropriate treatment program based on clinical indicators and propose a plan to actively recruit participants who are eligible for treatment.

The Vendor must review new admissions, interview offenders, examine sentencing orders and develop a list of potential candidates for the programs. The Vendor must communicate with classification and security staff to coordinate transferring offenders who meet the admission criteria into the programs. As such, when programs fall

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below 75% utilization the Vendor is subject to liquidated damages as described below:

Liquidated damages will be assessed as follows:

- Program utilization falls below 75%. Vendor prepares and submits Corrective Action Plans as needed – \$0.00
- A follow-up review is conducted the following month (30 days from the initial review). If the follow-up review is below 75% utilization, Corrective Action Plans are reviewed/revised as needed - \$0.00
- A follow-up review is conducted the following month (60 days from the initial review). If the follow-up review is below 75% utilization, Corrective Action Plans are reviewed/revised as needed - \$2,500
- A follow-up review is conducted the following month (90 days from the initial review). If the follow-up review is below 75% utilization, Corrective Action Plans are reviewed/revised as needed - \$5,000
- Repeat follow-up reviews will continue each month. If each follow-up review is below 75% utilization - \$5,000 will be assessed for each follow-up review until utilization is 75% or greater.

III. COMPREHENSIVE SERVICES

Vendor's proposal shall respond to each of the following components and subsections with a detailed description of proposed programming that will achieve an integrated delivery system for offenders with behavioral health, substance use and co-occurring disorders.

- Personnel
- Intake Screening and Assessment
- Emergency Services
- Programming
 - Mental health services
 - Screening and assessment
 - Outpatient services
 - Intensive outpatient services
 - Short Term Cognitive Behavioral Therapy programs
 - Residential care
 - Treatment plans
 - Medication monitoring
 - Multidisciplinary team meetings (MDT)
 - Segregation rounds
 - Staffing
 - Supervision
 - Documentation
 - Substance use services
 - Screening and Assessment
 - Outpatient Services
 - Intensive Outpatient Services
 - Residential Care (Cognitive Community)
 - Medication Assisted Treatment in conjunction with the Healthcare

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- Contractor
- Drug Testing
- Staffing
- Documentation
- Supervision
- DUI Programming
- Sexual Offender Programming
- Adjudicated Youth
- Discharge Planning and Reentry
 - Staffing
 - Outcomes
- Quality Assurance
 - Reporting Requirements
 - Position Control
 - Credentialing and Privileging of Professional Staff
 - Continuous Quality Improvement
 - Peer Review

A. Screening and Assessment

Intake Behavioral Health Screening

Each offender shall receive behavioral health screening using the screening tools identified by BHSAMH and within the timeframes outlined in [DOC Policy E-05 Mental Health Screening and Evaluation](#). Screening shall be completed by a licensed clinician or a non-licensed clinician under the supervision of a licensed clinician. The screening results will be documented in the Electronic Health Record System. Based on screening the clinician will determine if a referral is required for comprehensive behavioral health assessment and if so, the timeframe for assessment (emergency assessment to be conducted within 24 hours or routine assessment to be completed within 7 days).

Individuals with the following will be referred for comprehensive behavioral health assessment:

- Individuals with cognitive or developmental disabilities
- Individuals who were receiving behavioral health treatment (psychosocial treatment, medication or both) in the community prior to detainment
- Individuals who have a history of mental health or substance use (as indicated by self-report, drug test, historical information from DOC records or other sources of information) and report any current symptoms on screening)
- Individuals who endorse symptoms on screening of mental health, substance use or both
- Individuals who present with signs of psychological distress and/or signs of a behavioral health problem independent of screening results
- Individuals who identify as transgender

Comprehensive Behavioral Health Assessment

Individuals referred for a comprehensive assessment should receive assessment using a biopsychosocial assessment tool identified by BHSAMH. The assessment must be completed as outlined in [DOC Policy E-05 Mental Health Screening and Evaluation](#). Assessment will be utilized to determine if an individual meets criteria for a mental health and/or substance use diagnosis and will be used along with other available information to determine a clinical classification (not mentally ill, mentally ill, seriously mentally, co-occurring mental health and substance use disorders) and what level of care is appropriate to address the current behavioral health symptoms (outpatient, intensive

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outpatient, residential). Individuals who are identified as requiring behavioral health services during incarceration will have an individualized treatment plan developed as outlined in [DOC Policy G-02 Special Needs Treatment Plan](#) and [DOC Policy G-02.1 Mental Health Treatment Plan](#).

PREA Assessment

In the event of a sexual assault, the Behavioral Health Vendor staff shall comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), all applicable Federal PREA standards, and all DOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents, related to PREA for preventing, detecting, monitoring, investigating, responding, and eradicating any form of sexual abuse.

The Vendor shall follow the [DOC Policy 8.60 Prison Rape Elimination Act \(PREA\)](#) which allows a victim of sexual abuse the opportunity to receive appropriate intervention.

Upon return from the outside community facility, an evaluation by a licensed qualified mental health professional (QMHP) for crisis intervention counseling and follow up must be completed with the victim. A mental health clinician shall attempt to conduct a CMHE on all known offender-on-offender abusers within 15 days. The clinical presentation of the offender may require an immediate assessment.

The Vendor shall maintain written policies and procedures to comply with PREA. All written policies shall be approved by the DOC's PREA Director and BHSAMH Bureau Chief.

The Vendor shall provide additional specialized assessments as follows:

Suicide Risk Assessment: BHSAMH has adopted the Centers for Disease Control and Prevention Self-Directed Violence Framework regarding suicidal and non-suicidal self-injury (ref: <https://www.cdc.gov/violenceprevention/pdf/self-directed-violence-a.pdf>). Requirements for suicide risk assessment are outlined in [DOC Policy B-05 Suicide Prevention and Intervention](#).

Segregation Assessment: Clinical staff will conduct assessment of individuals placed in segregation as outlined in [DOC Policy G-02 Segregated Offenders](#).

B. Behavioral Health Services

The Vendor shall be responsible for administrative efficient, quality and cost-effectiveness of behavioral health services inclusive on substance use disorder and mental health treatments. The Vendor shall provide a continuum of behavioral health services including provision of integrated care for individuals with co-occurring disorders. Treatment contacts will include those which are linked to a treatment plan, derived from assessments, individualized to each offender's risk and needs and inclusive of those services which are provided on an as needed basis. As outlined below, as needed contacts involve sick calls requests, assessment and care for individuals in segregation, intervention for those on psychiatric close observation and those not actively in treatment but who experience a crisis.

Offender Sick Call

The Vendor shall perform Sick Call at all facilities consistent with [DOC Policy E-07 Non-Emergency Healthcare Requests and Services](#) and [DOC Policy A-01 Access to Care](#).

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Sick Call and NCCHC Prison or Jail Standards as appropriate. Sick calls are reviewed by medical staff daily and those requiring mental health contract are transferred to behavioral health staff. A qualified mental health professional should be available to be onsite 7 days per week as they must conduct a face to face encounter within 24 hours of receipt of the sick call request.

If an offender's custody status precludes attendance at Sick Call, arrangements shall be made to provide Sick Call services at the place of the offender's confinement (i.e. offenders housed in segregated housing including disciplinary detention, administrative segregation, etc.).

Daily Triage of Offender Care

The Vendor shall establish appropriate triage mechanisms to be utilized for daily offender care. The Vendor shall assure that each facility has procedures in place that enable all offenders (including those in segregation and/or closed custody units) to submit requests for mental health services daily including weekends and holidays.

Offender health service request forms shall be deposited in locked boxes at a designated location at each facility. The Vendor shall collect them daily. Site-based procedure will determine the collection time and staff.

Offender health service request forms shall be reviewed, signed, and time and date stamped and entered into the DACS system.

All mental health request forms shall be triaged within 24 hours of the form being collected. Referrals for appropriate treatment will be made at that time and entered into the DACS module. All medication matters shall be seen by the appropriate health care provider.

All requests for mental health Sick Call shall be referred to the facility mental health department and shall be triaged by a mental health professional within 24 hours. If the request is of an emergent nature, and if the mental health staff is not on duty at the time of receipt of the urgent or emergent request, the on-call psychologist or psychiatrist will be contacted regarding the specific offender of concern. If the on-call psychiatrist provides physician orders, the triage nurse shall comply with any orders issued.

All documentation of the triage, examination and subsequent treatment will be entered into DACS and printed documents should be placed in the offender medical record.

As Needed Clinical Contacts

The Vendor shall provide behavioral health contacts to individuals who request a meeting with a clinician through the sick call process. Reference [DOC Policy E-07 Non-Emergent Healthcare Requests and Services](#). The Behavioral Health Vendor will coordinate with the Healthcare Contractor who has responsibility for daily review of sick call requests and who will provide the behavioral health sick call requests to the behavioral health staff. The length of the sick call contact varies however, the goal for contact is to identify the offender's concern and determine what response is appropriate (including referral for further assessment to determine need for ongoing treatment, short term intervention, and/or increase in treatment intensity for those already receiving treatment). In CY 2018, there were over 8600 sick call visits for behavioral health.

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The Vendor shall provide a review of the healthcare record for all individuals placed in segregation and will monitor individuals during their time in segregation by conducting segregation rounds at a minimum of once per week or more often for those who have a behavioral health treatment plan. Reference [DOC Policy G-02 Segregated Offenders](#). The Vendor will need to be compliant with all aspects of US District Court 2016 approved Community Legal Aid Society, Inc. v. Robert M. Coupe, Commissioner, Delaware DOC regarding mental health care for those with Serious Mental Illness.

The Vendor shall provide behavioral health contacts to individuals who are on Psychiatric Close Observation (PCO) as outline in [DOC Policy B-05 Suicide Prevention and Intervention](#). This will include initial suicide risk assessment as well as ongoing daily clinical contacts for ongoing risk assessment and stabilization of self-harm thoughts, intent, and behaviors as well as an individual treatment plan to address self-directed violence.

The Vendor shall provide contact to offenders identified as experiencing a behavioral health crisis that does not rise to the level requiring PCO referenced above. Referrals for crisis contact typically come to the behavioral health staff from medical staff and correctional staff.

Routine Care

As described above, individuals may be identified as having mental health and/or substance use disorders that require routine behavioral health care. Routine care shall include a continuum of evidence-based cognitive behavioral psychosocial interventions (individual and group) as well as psychotropic medication. In the response to this proposal, the Vendor should provide a description of their behavioral health treatment philosophy for incarcerated individuals. The continuum should be structured in such a way as to support an individual clinically moving up and down the continuum based on clinical need and to support an offender's recovery. The service continuum for mental health and substance services shall be delivered as follows:

For individuals with mental health diagnoses without co-occurring substance use disorders that require treatment intervention, the Vendor shall provide a) outpatient, b) intensive outpatient and c) residential mental health services at all Level 5 facilities. Outpatient treatment will generally involve 1-4 contacts per month and intensive outpatient treatment will generally involve a multiple contacts per week. Individuals receiving outpatient and intensive outpatient services will typically reside with the general population. In the proposal, Vendors will be expected to provide a comprehensive list of evidence based interventions (and targeted Length of Stay) that would be used, any curricula that would be provided and information regarding treatment strategies.

In accordance with the US District Court approved Community Legal Aid Society, Inc. v. Robert M. Coupe, Commissioner Delaware DOC the Contractor will also operate a mental health residential program within a designated housing area for individuals with serious mental illness whose symptoms and/or functioning prohibit them from being able to live within the general population at each facility. The residential program will operate 7 days per week with a minimum of 10 hours of structured therapy provided Monday through Friday (may be a combination of individual and group) and additional therapeutic activities provided daily and on weekends for those in need of mental health residential care. The Vendor will submit a sample schedule of anticipated programming for the residential treatment program in response to this RFP. At James T. Vaughn, the

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Vendor will operate the established Residential Treatment Center (Building 21) consistent with the 2016 CLASI v. Coupe settlement.

The Vendor shall provide outpatient and intensive outpatient services (similar to those in Level 5 facilities) for the Level 4 facilities. Times for provision of service will need to take into account that individuals at Level 4 facilities may leave the facility for work.

BHSAMH recognizes that many incarcerated individuals often have experienced lifetime exposure to traumatic events, often beginning in childhood and continuing into adulthood. BHSAMH also recognizes that the experience of incarceration may in and of itself be a traumatic event. The Vendor is expected to provide services in a manner that are trauma-informed, responsive to the prevalence of trauma avoiding the use of any methodology that risk re-traumatization. Available data suggests that as many as many as 2/3 of individuals report lifetime history of physical and/or sexual abuse and on average more than 1/3 of individuals report Post traumatic Stress Disorder symptoms at intake (with some facilities having 2/3 of the population report PTSD symptoms). Providing individualized, evidenced based practice for the treatment of PTSD (prolonged exposure, EMDR etc.) can be highly challenging in a correctional setting, however, in the absence of treatment individuals with trauma exposure may struggle within the correctional environment. The Vendor should include in their response a proposal for what services would be provided to individuals with trauma exposure and current symptoms of post-traumatic stress (with and without a formal diagnosis of PTSD) along with innovative solutions for creating a trauma-informed treatment environment as applicable.

The DDOC requires an array of behavioral healthcare services in each of the Level IV and Level V facilities to meet the needs of the offenders. The successful Respondent must meet the minimum requirements listed below, to include but not limited to: the specific tasks and program services described in this RFP. The Respondents may propose any additional or creative programming and activities to complete the assigned tasks, but would be required to explain in detail the purpose and the strategy to achieve the program objectives.

Specialized Residential Care

Specialized residential care will be offered for offenders diagnosed with serious mental illness with serious psychological impairment and in need of longer term care in Building 21 at JTVCC, known as the Treatment Center, and for women at BWCI. In general, treatment will take place Monday through Friday from 9:00 to 5:00 or in accordance with the security schedule. The Respondent shall provide proposals and recommendations for specialized programming to include time outside those time frames and on the weekends.

An inmate assigned to a residential unit shall be assigned as much out-of-cell time as clinically directed by the treatment team, required by the settlement and in collaboration with security. Offenders diagnosed with SMI and who require residential care shall receive 10 hours of structured out-of-cell therapeutic activity and 10 hours of unstructured out-of-cell unstructured recreation per week. Structured therapeutic time must be tracked according to the Settlement. Specific requirements for offenders diagnosed with SMI is stipulated by the settlement agreement and order, Community Legal Aid Society, Inc., v. Robert M. Coupe, Civil Action No. 15-688 (GMS).

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In accordance with the settlement agreement and order entered into on August 6, 2016 between the Community Legal Aid Society, Inc. and Commissioner Robert M. Coupe, the DDOC developed a Treatment Center, at Vaughn, to improve how offenders diagnosed with mental illness; serious mental illness and significant functional impairment are housed and cared for on a daily basis. The multi-security level Treatment Center, located in Building 21 at JTVCC, became operational as of November, 2016, and designed as having 4 different tiers to include multiple levels of care. One tier is designated for the pretrial population which will remain separated from the sentenced population. Each tier has approximately 49 beds including a handicap cell. The DDOC is seeking a Vendor who will manage the entire Treatment Center (admissions and discharges-including those on Psychiatric Close Observation)) in partnership with security with the ultimate goal of the offenders being stepped down to a lower level of care and security. However, the Treatment Center has 200 total beds (total bed number of programming beds is exclusively designated by security) and will provide behavioral health services for offenders assigned to various levels of care who are in need of longer term treatment.

In partnership with the DDOC correctional leadership at JTVCC, the residential program must be designed with structure, consistency and support and the Vendor must detail evidence-based strategies and staffing to accomplish a successful Program. The successful Respondent shall define their residential unit's goal, define the proposed program activities and schedule, demonstrate how the activities will be achieved, and define the connection between how the activities will achieve the goals. The successful Respondent shall describe the implementation plan and how the Unit will be measured and evaluated.

Offenders eligible for residential care shall receive expected degrees of accommodation and mental health programming based on their individualized treatment plan. It is the goal of the DDOC to use risk and needs assessments to assure that the target population with the highest risk and need will receive the most services. The successful Respondent will outline in detail the curriculum to be utilized, proposed schedule and how they will deliver each service. The Respondent will be responsible to explain how they will track movement from one level of care and how they will track movement between levels of care for each offender. Ultimately, the programming must comport to all areas of the Settlement and Order.

The Vendor shall also manage a small residential program at BWCI, the women's facility. It is the goal of DDOC to implement a Residential Unit at BWCI for those female offenders diagnosed with SMI and in need of the residential level of care. The Vendor will work with BHSAMH, BOP, and BWCI leadership and security regarding the size and location of the residential unit. The successful Respondent shall define the Unit's goal, define the proposed program activities, demonstrate how the activities will be achieved, and define the connection between how the activities will achieve the goals. The successful Respondent shall describe the implementation plan, proposed schedule and how the Unit will be measured and evaluated. The proposed Treatment Center shall provide behavioral health services for offenders assigned to various levels of care who are in need of longer term treatment. Ultimately, the programming must comport to all details and areas of the Settlement and Order between the Community Legal Aid Society, Inc. and Commissioner Robert M. Coupe.

Juvenile Offenders adjudicated as adults requiring residential care will receive their treatment in their designated housing location (currently located at HRYCI) unless they

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require a transfer to an external facility for psychiatric hospitalization. The Vendor must detail strategies and staffing to accomplish the provision of residential level of care for the adolescents who are adjudicated as adults. The BHSAMH expects the successful Respondent to have expertise in the development of specific programming to address this developmental period and with all required levels of care. It is expected that the successful Respondent will provide evidenced-based therapeutic activities consistent with best practices in the treatment and rehabilitation of youthful offenders. The BHSAMH is seeking a Respondent who has a demonstrated history of successful programming for this population to ensure successful reintegration. Additional guidelines for the treatment of youthful offenders may be further addressed in the Settlement.

Continuity of Care

Individuals being served in Level V facilities may transfer to another Level V facility, step-down to a Level IV facility or be released directly to the community. The behavioral health treatment staff shall work with the offender and other individuals supporting re-entry (including medical staff, re-entry staff funded through this contract, DOC in-reach coordinators, case managers through managed care organizations) to develop a plan for continued behavioral health treatment in the receiving facility or in the community. (See [DOC Policy E-09 Continuity, Coordination, and Quality of Care During Incarceration](#))

Emergency Care

If an offender exhibits behavior that poses an imminent threat to self or others, the Vendor must work directly with correctional personnel to transfer the offender to a safe location in the infirmary or in any other designated location identified by the DOC. All urgent referrals require a visual assessment and evaluation in accordance with BHSAMH policies (See [DOC Policy E-02 Intake Screening](#); [DOC Policy E-09 Continuity, Coordination, and Quality of Care During Incarceration](#)); [DOC Policy B-05 Suicide Prevention and Intervention](#)) All offenders identified or suspected of being at-risk for suicide or self-injury at the initial screening or at any other time in custody, will remain under constant supervision by the Behavioral Health staff in a safe cell while an order for placement on psychiatric observation is obtained from appropriate personnel. The Vendor shall evaluate the offender as soon as possible not to exceed 24 hours from the placement.

Psychiatric Close Observation (PCO) is considered an observational status reserved for those offenders deemed to be at risk of suicide or who are experiencing extreme decompensation requiring increased management. The Vendor must adhere to the DDOC policies outlining PCO levels and procedures for placement. See [DOC Policy B-05 Suicide Prevention and Intervention](#).

Behavioral Health staff must be ready, willing and able to address and treat significant psychological distress or signs for the potential of decompensation. The Respondent must discuss how staff is trained for recognizing the signs and symptoms of behavioral health illnesses, decompensation and emergency interventions. The Behavioral Health staff must be ready, willing and able to respond to all referrals, sick call requests and provide brief intervention to a comprehensive evaluation as clinically indicated.

All staff must collaborate and fully participate in disaster plans and drills as required by the DDOC. The Vendor must show how they will staff and utilize a behavioral health team to respond and to address emergency services.

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Additionally, and in accordance with NCCHC essential standard D-07 and MH-A-07, and [DOC Policy D-07 Emergency Services and Response Plan](#) the Vendor shall:

1. Provide immediate response to offenders in facility-based emergency situations.
 - a. Participate in critical incident debriefs related to facility-based emergency situations.
 - b. Have twenty-four (24) hour on-call coverage by medical doctors and mental health providers (psychiatrist or APRN).
 - c. Have written policies and procedures to address emergency response procedures and the emergent transfer of offenders at each facility, in coordination with the DOC Facility Management
 - d. Provide 24-hour emergency health for staff and offenders within the correctional facilities.
 - e. Cooperate with any investigating agents from state government or a law enforcement agency.
2. Provide for a coordinated emergency response with DOC custody staff to include:
 - a. Man-down drills for staff requiring immediate medical intervention.
 - b. A mass disaster drill involving multiple casualties that require triage by health and mental staff.
 - c. Any emergency incident.
 - d. Responses to incidents or allegations which are sexual in nature.
 - e. Establishment of an emergency medical triage area inside a correctional facility at the direction of the incident commander.
 - f. Procurement and maintenance of emergency medical equipment in a secure location, determined by DOC.
 - g. Ensuring equipment and Emergency Medical Services are onsite to allow for moving infirmary, non-ambulatory, and critically-ill offenders during an evacuation or other emergency.
 - h. Participating in post-drill debriefs that will review the responses of participants, response times of participants, and include a written summary to the DOC Health Services Administrator or designee to improve future responses.

C. Substance Use Disorder Programming

Vendors must propose services that meet the minimum requirements as specified herein. Services in excess of those required by the DDOC (or in excess of those approved under a final contract) must be in writing and approved in advance by the DDOC.

It is the intent of the DDOC that the selected Vendor provides treatment services to as many individuals as possible, within the parameters of the described scope of services, and within the total funds available for this project. Keeping the treatment beds filled is a priority for DDOC as efficient offender population management is an ongoing challenge in any correctional environment. In conjunction with DDOC's ability to make appropriate referrals and move program participants to the designated programs, the selected Vendor is responsible for recruitment and must keep the treatment beds filled with clinically appropriate offenders as determined through classification and assessment.

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Failure to maintain a full census at each substance abuse program site may result in a monetary penalty. Any change in number of beds provided for each program must be approved by DDOC in writing.

DDOC Continuum of Care

DDOC requires ASAM Level 3, Residential Substance Use Disorder Services (RSUDS) for the following locations:

- Level V RSUDS program at Howard R. Young Correctional Institution in Wilmington, DE (currently 'Key North')
- Level V RSUDS program at Sussex Correctional Institution in Georgetown, DE (currently 'Key South')
- Level V RSUDS program at Baylor Women Correctional Institution in New Castle, DE (currently 'Key Village')
- 6 for 1 Program at Howard R. Young Correctional Institution in Wilmington, DE
- 6 for 1 Program at Sussex Correctional Institution in Georgetown, DE
- 6 for 1 Program at Baylor Women Correctional Institution in New Castle, DE
- Young Criminal Offender Program at Howard R. Young Correctional Institution in Wilmington, DE

DDOC requires ASAM Level 2, Intensive Outpatient Substance Use Disorder Services (IOP-SUDS) for the following locations:

- IOP-SUDS program at the Plummer Community Correctional Center in Wilmington, DE (currently 'Crest North for Men')
- IOP-SUDS program at the Hazel D. Plant Treatment Facility in New Castle, DE (currently 'Crest North for Women')
- IOP-SUDS program at Morris Community Correctional Center in Dover, DE (currently 'Crest Central')
- IOP-SUDS program at Sussex Community Correctional Center in Georgetown, DE (currently 'Crest South')

DDOC requires ASAM Level 1, Outpatient Substance Use Disorder Services (IOP-SUDS) for statewide for the following locations:

- OP-SUDS program at the Plummer Community Correctional Center in Wilmington, DE (currently Aftercare North)
- OP-SUDS program at the Kent County Probation and Parole office in Dover, DE (currently Aftercare Central)
- OP-SUDS program at the Sussex County Probation and Parole office in Dover, DE (currently Aftercare Central)

Other substance misuse programs:

- DUI Program, (SCI and BWCI)

Note: In year-two of the contract, DDOC will work with the selected Vendor toward expanding levels of care within Level V and Level IV facilities. The selected Vendor is expected to assist the Department through collecting data to help identify gaps in services specific to levels of care and criminogenic need. For example; should aggregate assessment data reveal the need for additional IOP or OP programming specific to inmates receiving MAT, the Vendor would be expected to proactively partner with DDOC to meet the unmet needs.

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Additionally, DDOC is receptive to Vendor's ideas for renaming the current 'Key-Crest-Aftercare' continuum. Any names of programming suggested by Vendors must be approved by DDOC, and shall be wholly owned by DDOC upon contract award.

Prison Programs

On any given day within DDOC's institutions, hundreds of offenders, with 12 - 30 months left on their sentence, need the level of treatment offered by the different residential Cognitive Community programs. The target population for substance use disorder treatment consists of offenders who have a serious history of substance abuse and substance abuse related crimes and deemed suitable for placement in ASAM Level 1 Residential treatment as determined by DDOC's assessment process. They are individuals who typically do not gain long-term benefits from less intensive treatment programs. The Vendor's proposed programs must include co-occurring treatment for offenders that have mental health problems as well as make accommodations for offenders with serious medical conditions.

Community Corrections Programs

DDOC is committed to increasing the success of offenders who are transitioning from prisons to the community. Some offenders who are anticipated to be eligible for release in less than 180 days are provided transitional services to facilitate reentry into the community. The Vendor must coordinate the transition of offenders who complete the Level V RSUDS programs to the IOP-SUDS programs in community corrections or to OP-SUDS in probation and parole. Community Corrections programs must also include co-occurring treatment for offenders that have mental health problems as well as make accommodations for offenders with serious medical conditions. Additionally, the Vendor will develop referrals for sober housing, medical assistance, continued MAT, education, vocational training and other relevant reentry needs aimed at reducing risk to recidivate. The Vendor must provide additional reentry support through bridging program completers from either the Level V or Level IV programs to those follow up, Aftercare services located in probation and parole offices.

Aftercare

Consistent with empirical findings, DDOC believes that released offenders with strong community support and accountability systems are less likely to re-offend. Furthermore, it is expected that community based, follow up SUD treatment will lower recidivism and make Delaware a safer place to live. OP-SUDS (Aftercare) is the third and last step in Delaware's substance used disorder continuum. Offenders who complete either the Level V or Level IV programs are expected to participate in a 6 months Aftercare program. The Vendor will be required to work in collaboration with probation/parole officers and other organizations such as TASC as needed toward reducing risk for returning to prison.

D. Special populations

Six for One:

6 for 1 Programs – a voluntary “pre-treatment” program based on the essential elements of a modified therapeutic community, with the programming running up to 45 days. The target population is detainees who have alcohol and/or drug related charges and request the 6 for 1 program, or are referred by the DOC. Programming is to follow a condensed version of the Level V substance use disorder treatment content, topics and curriculum identified in this document. The clinical focus of 6 for 1 is on early treatment engagement

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and interventions targeting intrinsic motivation to change along with other relevant criminogenic risk factors as determined through the assessment process.

YCOP:

Young Criminal Offender Program (YCOP) – a program specifically for male adolescents from 16 to 18 years of age, who are court-ordered to the program by a judge after being adjudicated to Superior Court because of the seriousness of their charges and/or convictions. Programming takes place within a cognitive community setting as described elsewhere in this solicitation and focuses on the development of skills acquisition, cognitive restructuring, decision making, pro-social values, decreasing inappropriate behaviors and planning for the future as well as substance use disorder treatment. All curricula, assessment tools and other clinical protocols shall be customized by the Vendor to meet the unique needs of this special population.

Sex Offender Treatment:

The Vendor will be responsible for providing a comprehensive sex offender programming at all facilities (Level V and Level IV) that is compliant with the State of Delaware's Sex Offender Monitoring Board (SOMB) standards <http://somb.dshs.delaware.gov>. At a minimum three (3) open-enrollment groups of 12 offenders facilitated by two clinicians for 1 ½ hours per group should be implemented at all Level V facilities (JTVCC, HRYCI, SCI and BWCI). The treatment process shall include but not be limited to group process, homework and/or journaling. Although treatment at Level V facilities shall focus on those offenders exiting the Level V facilities within 3 years, treatment programming may also be provided to those inmates who have less than one year or more than three years. The Vendor will also be responsible for providing groups at all Level IV work release and violation of probation facilities. Programming should include a component for pre-trial sex offender treatment for those offenders who volunteer to begin treatment prior to sentence. If at any time the Level IV facilities do not require 3 groups those resources should be placed throughout the DDOC, where needed. Programming includes but is not limited to:

Initial evaluation which consists of:

- Clinical interview
- Clinical mental health status exam
- Observational assessment
- History or functioning
- Case file/document review
- Collateral information/ contact/interview
- Sex offense-specific evaluation shall address the following areas:
 - Cognitive-Functioning
 - Mental Health
 - Medical/Psychiatric Health
 - Drug/Alcohol Use
 - Stability of Function
 - Development History
 - Sexual Evaluation
 - Risk using the Static-99R, Stable and Acute 2007
 - Motivation and Amenability to treatment

Requested written evaluations are completed within 30 days of referral and shall include the following:

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- Offender demographic information
- Evaluator information
- Reason for evaluation
- Evaluation method
- Formal account of the instant sex offense
- Client's version of the instant sex offense
- Background information
- Family and social history
- Academic history
- Vocational/military history
- Sexual history
- Drug and alcohol history
- Criminal history
- Medical and psychiatric history
- Sexual functioning
- Behavioral Observations
- Risk Analysis
- DSM-V axis diagnosis
- Treatment implication

The written summary and recommendations shall include:

- Level of risk for sexual and violent re-offense
- Specific risk factors requiring management/intervention
- Level of denial
- Treatment of co-existing conditions and need for further assessment
- The need for medical or pharmacological treatment

Treatment plans are to be completed within 30 days and shall consist of the following:

- Who will be involved in its development
- Specification of long-term and short-term goals
- Methodology for monitoring goals
- Obligation of the client
- Obligation of the treatment staff to the client

Progress and Group Notes:

- Progress notes are completed during each encounter
- Group participation notes are completed after each session
- All notes are filed in the DDOC mental health chart after encounter

Sex Offender treatment must be evidence based sex offense-specific treatment designed to:

- Give priority to the safety of an offender's victim(s) and the safety of potential victims and the community
- Reduce offenders' denial and defensiveness
- Decrease and/or manage offenders' deviant sexual urges
- Educate offenders about the potential for re-offending
- Teach offenders self-management method to avoid re-offending
- Identify and correct cognitive distortions
- Identify and treat thoughts, emotions, and behaviors that facilitate sexual re-offense
- Educate offenders about non-abusive, adaptive, legal, and pro-social functioning

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- Educate offenders about the impact of sexual offending upon victims, their families, and the community
- Identify and treat the effects of trauma as factors in potential re-offending

The Vendor will provide evidence-based and SOMB approved risk assessment. As research evolves, the Vendor will be responsible for implementing the prevailing risk assessment tools.

The Vendor will retain counselors that meet SOMB qualifications and certified to conduct an ABEL assessment.

The Vendor will adhere to SOMB standards regarding that include a sex offense risk assessment tool, at least one cognitive distortion scale, and a scale test that addresses motivation and amenability to treatments.

The DDOC will identify all offenders who have been classified, court ordered, and mandated for sex offender evaluation/treatment. The Vendor will be responsible for providing such services in a timely manner. Information sharing is essential to effective sex offender treatment. The Vendor will use a waiver of confidentiality for the multi-disciplinary team.

Beginning 7/1/2021, the selected Vendor will provide sex offender evaluations and implement comprehensive sex offender group treatment for individuals under community supervision by the BCC in all three Delaware counties. In addition, the Vendor will provide clinical consultation to probation officers.

The Vendor is expected to provide services in locations most convenient for the individual and DDOC. Referrals shall be generated through the BCC. It is anticipated that services will be required for approximately 450 offenders statewide under varying levels of supervision:

- Level IV: Work Release Centers, Home confinement (electronic monitoring), Residential Substance Use Treatment, Violation of Probation Centers
- Level III: Intensive Probation Supervision
- Level II: Standard Probation
- Level I: Administrative Probation Supervision

The Vendor shall administer an evidence-based risk assessment deemed appropriate for the population (e.g. gender, chronicity of offenses, victim characteristics, and other relevant static factors). The Vendor is required to implement a treatment protocol that is based on the Risk-Risk-Need-Responsivity principles and at minimum includes the following:

- Individual's level of risk is matched with appropriate intensity of treatment
- Treatment interventions that focus on dynamic risk factors that are linked to recidivism.
- Individualized treatment interventions that are empirically supported

The Vendor shall administer empirically supported progress measures that indicate goal achievement and behavior change. The Vendor is responsible for the documentation of direct service, maintaining a weekly attendance sheet, and providing a weekly status report to the Bureau Chief of BCC or designee and the Bureau Chief of BHSAMH or

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designee. In addition, the Vendor is required to provide a quarterly report to DDOC Strategic Partnership Oversight Committee detailing demographic information of participants, number completed treatment, outcome measures data, and pre/post data.

The DDOC is expecting the selected Vendor to follow the Guiding Principles provided by the Sexual Offender Management Board established by legislation in July 2007 <http://somb.dshs.delaware.gov>. The DDOC is expecting the Vendor's program to meet the Standards of Practice for Treatment Providers as outlined by the Board. Because this specific service will not be initiated until 7/1/21, the Vendor should submit a separate budget for the annual operation of the services outlined with this specific section of the RFP.

Short Term Cognitive Behavioral Therapy (CBT) Groups

The Vendor should describe their plan for continuing to provide existing, short-term CBT groups. Offender participation in these groups are determined through the Department's assessment and classification process and provide access to offenders who may not otherwise be eligible due to due to limitations of classification parameters and/or the limited space within the correctional facilities where other programs are housed. There are three tiers of CBT programming the Vendor should be prepared to offer dependent upon the needs of the Department:

Three Tiers of CBT:

1. CBT Low Dose: Approximately **6-18** hours of staff facilitated, manualized treatment interventions (dependent upon number of topics offered) is tailored to the criminogenic needs of the incarcerated person as determined by actuarial risk assessment and/or court ordered treatments. Based on Texas Christian University's Mapping Enhance Counseling (TMEC) each session can be offered as a stand-alone intervention or offered sequentially in advance of other more intensive interventions.
 - Facilitated as open enrollment or modified open enrollment sessions.
 - Designed for groups, but can be delivered to individuals.
 - Training requirements are minimal and use of curriculum is at no cost with permission of authors.
 - Mapping is an NRREP registered evidence based practice.

| TMEC Session | Description |
|------------------------------------|---|
| <i>Getting Motivated to Change</i> | 4 sessions focused on aspects of cognition that governs decisions to change behavior. It relies on visual-communication tools and related cognitive strategies to engage clients in discussions of this topic. Participants are encouraged to make a commitment on a specific behavior or attitude they are willing to work on and report on to the group over the course of the intervention |
| <i>Reducing Angry Feelings</i> | 4 brief sessions teaches clients appropriate ways to manage anger so they are more capable of coping with the reality of their situation. This module is considered a basic building block because CJ involved individuals often experience anger, particularly in response to their loss of freedom. The 4-session brief therapeutic intervention is designed to help clients learn to understand and respond to anger in more appropriate ways. |

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| <i>Partners in Parenting</i> | 8 sessions <i>Partners in Parenting</i> focuses on the identified concerns of recovering parents and encourages learning and skill-building in key areas such as parent-child communication, developmental expectancies, guidance and discipline, problem solving, and self-care. The intervention contains materials for an 8-session structured workshop that allows participants to practice parenting strategies and discuss their experiences with others. |
| <i>Mapping Your Reentry Plan</i> | 2-session thoughtful reentry planning sessions with realistic and measurable goals helps focus the working relationship on a more hopeful tomorrow. This chapter is designed as a primer for treatment staff on simple, yet effective strategies to strengthen motivation and engagement in reentry planning. |
| <i>Time Out for Me/Time Out for Men</i> | 8 sessions, the <i>Time Out!</i> series consists of separate interventions for leading women-only and men-only workshops that address the sensitive topics of relationships, sexuality, and intimacy. Communication skills, self-esteem, sexual health, and conflict resolution skills are presented as a foundation for helping men find solutions to relationship difficulties. |

2. *Moderate Dose CBT*: Approximately **37 hours** of intervention using Thinking for a Change, a National Institute of Corrections Thinking for a Change 4.0 (T4C) is an integrated cognitive behavioral change program authored by Jack Bush, Ph.D., Barry Glick, Ph.D., and Juliana Taymans, Ph.D., under a cooperative agreement with the National Institute of Corrections (NIC). T4C incorporates research from cognitive restructuring theory, social skills development, and the learning and use of problem solving skills. T4C is comprised of 25 lessons that build upon each other, and contains appendices that can be used to craft an aftercare program to meet ongoing cognitive behavioral needs of your group. Not all lessons can be completed in one session, so a typical delivery cycle may take 30 sessions. Sessions should last between one and two hours. Ideally, the curriculum is delivered two times per week, with a minimum recommended dosage of once per week and a maximum of three times per week. Participants must be granted time to complete mandatory homework between each lesson.

- Facilitated as closed enrollment groups; with open sessions allowable within the first 5 sessions
- Requires specialized training that is contracted through NIC at a cost.

**Note: T4C is currently being provided by another Provider under contract with DDOC. That contract expires June 30, 2021.*

3. *High Dose CBT*: Approximately 82 hours of intervention using University of Cincinnati’s Cognitive Behavioral Interventions Core Curriculum (CBI-CC) broadly targets all criminogenic (crime-producing) needs. As the name suggests, this intervention relies on a cognitive-behavioral approach to teach participants strategies to manage risk factors. The program places heavy emphasis on skill building activities to assist with cognitive, social, emotional, and coping skill development. The curriculum provides modifications so that individuals with mental illness can participate, though it is not dedicated exclusively to this population. Using a modified closed group format with multiple entry points, the curriculum is designed to allow for flexibility across various service settings and intervention lengths.

- Facilitated as modified open enrollment groups with multiple points of entry.
- Requires specialized training through University of Cincinnati.
- Each curriculum session includes a modified version of the material for

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mental health population.

- Shorter versions of the curriculum; CBI-EMP and CBI-SA blend CBT strategies with sessions focusing on employment and substance misuse.

Below are two specific examples of short term CBT currently being offered by the current Provider:

1. *Think Things Through (TTT)*: Lasting approximately 6-months, TTT is an RNR Group B (Criminal Thinking) intervention offered at each of the Level V prisons and designed to provide a thorough intervention that broadly targets criminogenic needs.

As the name suggests, this intervention relies on a cognitive behavioral approach to teach participants strategies to manage risk factors. The program places heavy emphasis on skill building activities to assist with cognitive, social, emotional, and coping skill development. Using the University of Cincinnati's Correctional Institute's (UCCI) Cognitive Behavioral Interventions – Comprehensive Curriculum (CBI-CC) the manualized curriculum provides modifications so that offenders with mental illness can participate; though it is not dedicated exclusively to this population. The selected Vendor shall continue to offer TTT to inmates classified to the program using CBI-CC. To learn more about CBI-CC:

<https://www.uc.edu/content/dam/uc/corrections/docs/Training%20Overviews/CBI-CC.pdf>

Below is a snapshot of participation levels in the first year of the program:

| Location | FY 19 YTD | FY Q1 | Grand Totals |
|----------|-----------|-------|--------------|
| JTVCC | 19 | 13 | 32 |
| SCI | 22 | 10 | 32 |
| HRYCI | 51 | 12 | 63 |
| BWCI | 29 | 12 | 41 |
| Totals | 121 | 47 | 168 |

2. *Commitment to Change (C2C)*: As part of probation and parole's use of graduated sanctions, C2C takes place on the weekends at the following community corrections centers: HDP, SCCC and MCCC. As an administrative commitment lasting up to 10-calander days in one year (typically weekends), probationers are provided C2C as an intervention in lieu of a VOP and in response to behavioral non-compliance while on probation – often related to drug use. During the weekend, the Vendor is expected to deliver four sessions of CBT using the Texas Christian University Curriculum, Mapping Enhanced Counseling session called, *Getting Motivated to Change*. Participants are also afforded the opportunity to continue with MAT treatments they may be currently receiving in the community. It is the responsibility of the Vendor to work in collaboration with DDOC and local Opioid Treatment Programs to coordinate “guest dosing” arrangements in order to allow for uninterrupted MAT during the weekend commit. To learn more about the curriculum: <https://ibr.tcu.edu/manuals/description-getting-motivated-to-change/>

Peer Support:

In addition to coordination with community peer support services, the Vendor shall work with DOC to establish the feasibility of and operation of a forensic peer support program

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in conjunction with BOP and BCC. This program would select, train, supervise and support current offenders who elect to work as peers supporting incarcerated individuals with mental health and/or substance use disorders. Such programs have been implemented in other correctional systems in the country such as Pennsylvania, Connecticut, Nebraska and Vermont. One such program, "Open Ears" in Vermont's Northern State Correctional Facility is described briefly below:

Open Ears is a program where a trained inmate coach meets with peers who are struggling with mental health, substance abuse, family/relationship problems, or other issues in their life. This program doesn't replace anything the DOC does, but offers assistance from a different perspective.

This is completely voluntary – no inmate has to participate or agree to speak with an Open Ears Coach.

The Open Ears coaches offer voluntary non-judgmental and non-professional support for a peer struggling with an issue. Coaches listen, offer their own lived experience, inspire hope and can help a peer develop a coping plan. Any written plan is the property of the person seeking support. Peer supporters do not provide therapy, medical, legal or general advice and peer support is not a substitute for mental health services.

Perhaps most importantly, the Open Ears coaches are people who have been there – have been that person locked up for the first time, have entered the system at a young age, have struggled with drug addiction, etc. – in other words have faced some of the same challenges many of you face and can listen from an experienced perspective.

DUI Services: The Vendor will be responsible for providing programming based on 21 Del. C. § 4177(d)(9) for individuals incarcerated for DUI. Programming shall include intensive treatment, group processes and drug and alcohol programming. Individuals who are convicted of a 3rd or subsequent Driving under the Influence (DUI) offense are currently enrolled in a 90-day treatment program at Sussex Correctional Institution called Reflections. The DDOC is seeking a Vendor with proven expertise in facilitating a specifically designed DUI program that will be offered to sentenced offenders to address the bio-psycho-social consequences of alcohol use, impaired driving, understanding a DUI conviction and its implications, community safety, and relapse prevention. In FY19, the DDOC's current provider admitted 18 men and 23 women (141 admissions) and discharged 117 men and 26 women (143 discharges). It is expected that the Respondent describe an implementation plan, the curriculum to be delivered, and how the program will be measured and evaluated.

There is currently a smaller DUI program for women at BWCI embedded within Key Village. The Vendor shall describe how they will implement DUI programming for women in the Key Village and describe the evidence based curriculum they will utilize.

Adjunctive Services: The Vendor should propose additional adjunctive services (e.g. activity therapists, art therapists, mindfulness activities etc.) as needed to support delivery of treatment services across the state. In the proposal, the Vendor should outline the adjunctive service along with the credentials for professionals delivering that service. The Vendor shall ensure that all contracted (or in the case of adjunct services subcontracted staff) entering a Delaware correctional facility have undergone a criminal history check and abuse registry check. All contracted staff are required to successfully pass the criminal history check and abuse registry check prior to entering a Delaware correctional facility. In addition, all contracted staff are required to undergo a criminal history check and abuse registry check every five years so long as they continue to enter

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Delaware correctional facilities. All criminal history checks and abuse registry checks shall be coordinated with the DOC's Facility Operations Manager.

E. Collaboration Between Treatment Provider and Security Staff

While security is the primary concern of any Delaware correctional facility, a healthy and effective treatment system ultimately enhances security. DDOC is committed to providing treatment opportunities to offenders in order to enhance their ability to benefit from their treatment during incarceration and to help.

New treatment staff will receive training on basic security measures from the DDOC staff. Vendor staff will keep the DDOC staff apprised of all treatment activities. An open line of communication between correctional and treatment staff is imperative. Security staff will be accessible to the treatment staff to discuss planning, schedules, special program events, the movement of prisoners to and out of the treatment programs, the recruitment of program participants and issues pertaining to security.

F. Treatment Staff Description, Qualifications, Supervision and Work Shifts:

The Vendor must be able to recruit and hire sufficient personnel to meet the deadlines in the RFP and must include a description of its qualifications and experience (and pass background clearance) in providing the requested or similar services including resumes of proposed personnel assigned to the project stating their education, specialized training, and work experience.

The DDOC requires personnel who will provide adequate levels of coverage and care in each facility. As noted earlier, it is not recommended to have shared personnel between facility levels. However, if the Respondent proposes shared staffing, they must present a detailed plan outlining how staff will be shared, offender-to-staff ratios to be maintained and immediate coverage when staff is not present. The DDOC expects the successful Respondent to demonstrate in writing how they have maintained staff retention in other correctional settings with a demonstrated record of open communication lines between correctional and treatment personnel and how they maintained of communication between executive correctional and treatment leadership. The Respondent is expected to describe their formula for determining staff retention rates. The proposed formula is subject to approval by BHSAMH.

The Vendor must submit Appendix G – Staffing Plan Template for all facilities to include employing a full-time State Behavioral Health Director and/or senior leadership designee to be available 24/7 who will work closely with the BHSAMH. The Respondent must also employ a clinical supervisor for the behavioral health staff at each facility who will coordinate all on-site clinical operations with the DDOC Treatment Services Director and serve as the liaison with DDOC security personnel.

The Vendor must assure that all behavioral staff will be capable of utilizing the DDOC's electronic health record known as iCHRT, and DACS (as permitted). IT specifications can be provided on request. The DDOC staff will conduct the initial training and the successful respondent will conduct all follow-up training. The DDOC will continue to provide IT technical assistance regarding its electronic health record throughout the length of the contract.

The Vendor shall have a system for credentialing and privileging staff that is approved by the Bureau Chief. Each off-site service requiring licensure and certification in the State of Delaware used by any Contracted Vendor shall have that licensure or

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certification on file and be in good standing without practice restrictions. See [DOC Policy C-01 Credentialing](#), for further information.

Clinical staff will participate in a peer review program administered by BHSAMH. The Vendor's administrative team will participate in ensuring that clinical staff move forward on any corrective action plan developed to correct deficiencies identified by the peer review process, random or scheduled audits or other processes. Respondents shall discuss peer reviewed processes that they have utilized in other correctional and/or behavioral health systems.

Behavioral Health Providers will receive privileges to practice in the DDOC healthcare system based on credentialing and maintenance of performance as evaluated by the peer review system. Providers may have privileges revoked at any time due to failure to correct performance deficiencies identified through peer review or other means or due to egregious breaches of conduct or clinical performance as solely determined by BHSAMH. All providers must have and maintain security clearance.

Statewide Staffing

The Vendor is required to have the following statewide positions dedicated to this contract and located within Delaware:

- Statewide Behavioral Director
- Statewide Director of Psychiatry
- Statewide Behavioral Health Clinical Supervisor
- Statewide Substance Abuse Programs Director
- Statewide Quality Assurance Manager
- Contract Administrator/Program Manager

Please refer to Appendix G – Staffing Plan template for a listing of job categories required.

Staffing Qualifications

The Vendor should have experience working with offenders in the criminal justice system in a residential treatment setting comparable to the scope of work described herein.

The Vendor must ensure there is a Statewide Behavioral Health Director (licensed, preference for a licensed Psychologist in Delaware; other proposed licensed directors must have at least 5 years of a state or county based senior leadership experience overseeing such a program) and a Statewide Director of Psychiatry (licensed psychiatrist in Delaware). The Vendor shall provide a Behavioral Health Director for each facility that holds a Master's Degree and is licensed in Delaware. The Director will be responsible for overseeing mental health services and substance use programming, therefore it is required that the Director is cross-trained in mental health and substance use disorder treatment and is able to provide evidence of acquired skills (i.e. licensed/credentialed substance use professional overseeing substance use programming).

Mental health staff

- The Vendor shall have a Mental Health Clinical Supervisor Staff who is responsible for day to day operations. The Supervisor shall have a minimum of a graduate degree in psychology, social work, counseling or a related field, hold a mental health

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license and have a minimum of 2 years' experience working in the mental health field.

- Staff providing mental health services except for the psychiatric technicians described below must have a minimum of a graduate degree in psychology, social work, counseling or a related field and preferably will be licensed. Individuals who are not licensed must be under the direct supervision of a licensed clinician with written documentation of supervision. The Vendor shall submit a proposed plan for documented supervision (i.e. number of hours of supervision per hours of service provided) with their response.
- The Vendor must also have an adequate supply of psychiatric technicians who will be responsible for providing visual monitoring of individuals who have been assessed at risk of self-directed violence (otherwise known as Psychiatric Close Observation). Psychiatric technicians must have at minimum an Associate's degree.

SUD treatment staff

- The Vendor will have a Substance Use Services Clinical Supervisor who is responsible for day to day operations. The Supervisor shall have a minimum of a graduate degree in psychology, social work, counseling or a related field, license or substance use certification (CADC, CAADC. Licensed chemical dependency professional); and a minimum of two years' experience working in substance use treatment.
- Staff providing substance use services are required to have a minimum of a Bachelor's degree in human services combined with a substance use certification or be actively working towards attaining a substance use credential within two years of hire.
- Staff who substitutes higher education for experience must hold a two year degree and possess a CADC.
- Individuals with lived experience may provide peer support services if they have been screened and approved by the Substance Use Services Clinical Supervisor and facility Warden.
- All non-credentialed staff must be supervised by a credentialed staff with written documentation of supervision. The Vendor shall submit a proposed plan for supervision (i.e. number of hours of supervision per hours of service provided) with their response.

Position Control

Maintaining acceptable staffing levels is a critical element of providing effective behavioral health services. The DDOC is seeking a Vendor who has demonstrated success in staff retention to include the maintenance of effective staffing levels for all behavioral health programs.

In order to monitor the behavioral health contract, all contracted positions shall be assigned a unique identifier number by DDOC/BHSAMH. By the 15th of each month, the contracted Vendor shall submit a monthly position control report to the Quality Assurance Administrator that summarizes the previous month. This monthly report shall include the following:

- Employee Name
- DDOC/BHSAMH Identifier Number
- Employee Title
- Education Level
- Licenses/Certification held

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- Facility worked
- Hours worked
- Hourly rate

Supervision

Structured and documented clinical supervision of all unlicensed mental health and substance use disorder clinicians will be provided on a monthly basis provided by a licensed mental health professional.

- Monthly individual supervision will be a minimum of one hour and will focus on individual cases. It is expected that a minimum of five (5) cases will be reviewed per month.
- Group supervision of non-licensed clinicians will be conducted on a monthly basis, at minimum of one hour, and provided by a licensed mental health professional preferably the Mental Health Director and/or Clinical Supervisor at the respective facilities.
 - Counselors will receive clinical supervision weekly by the clinical supervisor and/or the Site Mental Health Director.
 - Supervision will be documented in writing and will be reviewed periodically by the State-wide Behavioral Health Director.
 - The State-wide Behavioral Health Director will provide clinical direction to the site Mental Health Director based on the results of these reviews, particularly in complex cases.

The successful Respondent shall describe their approach to ensuring all non-licensed staff receives high quality, consistent clinical supervision inclusive of detailed case reviews. It is expected that a minimum of two hours per month (one hour individual and one hour group) will be provided, documented and submitted to the BHSAMH designee on a quarterly basis.

Peer Review

[DOC Policy C-02 Clinical Performance Enhancement](#) requires that the behavioral healthcare provider have a periodic peer review process. A peer is defined as another provider in the same discipline (psychiatrist, psychologist, nurse practitioner, or clinician to name a few) who has firsthand knowledge of the provider's clinical performance. The peer review should evaluate the professional care the provider has given using a sample of the provider's primary patient case load and comment on specific aspects of the provider's knowledge and skills, such as actual clinical performance, judgment, and technical skills. Contract healthcare providers who are privileged or working under a practice agreement with the BHSAMH must have at least one peer review every 2 years. The successful respondent shall maintain a record of these peer reviews. See 24 Del. C. § 1768 regarding the State of Delaware's statutory peer review privilege.

Vendor staffing and work shifts

For Level 5 facilities, the Vendor is required to have clinical staff on site 24 hours per day, 7 days per week to provide behavioral health services including behavioral health intake screening and comprehensive behavioral health assessment, crisis management and responding to sick calls submitted by incarcerated individuals. The table below shows the frequency of intakes that occur between 8 PM and 8 AM and may be used to determine the number of staff needed to manage intakes in the Level 5 facilities between 8 PM and 8 AM. For Level 4 facilities, the Vendor is required to have clinical staff on site 8:00 AM to 8:00 PM, 7 days per week. Preference is for the clinical staff to be licensed; if the bidder is proposing the use of non-licensed staff, non-licensed staff must have

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access to an on-call licensed clinician for consultation.

of intakes conducted between 8:00 PM and 8:00 AM over a recent 12 month period.

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept |
|-------|-----|-----|-----|-----|-----|-------|-------|-----|------|------|-----|------|
| JTVCC | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 2 | 0 | 0 |
| HRYCI | 223 | 175 | 179 | 207 | 164 | 210 | 210 | 214 | 244 | 236 | 271 | 239 |
| BWCI | 93 | 62 | 80 | 63 | 56 | 47 | 56 | 55 | 61 | 68 | 90 | 84 |
| SCI | 217 | 138 | 129 | 176 | 145 | 178 | 186 | 179 | 180 | 218 | 208 | 200 |
| PCCC | 2 | 2 | 3 | 2 | 0 | 0 | 1 | 1 | 0 | 0 | 3 | 0 |
| SCCC | 29 | 30 | 34 | 60 | 50 | 56 | 34 | 41 | 45 | 35 | 48 | 52 |
| HDP | 0 | 0 | 0 | 0 | 4 | 4 | 4 | 5 | 5 | 2 | 7 | 5 |
| MCCC | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| CVOP | 8 | 19 | 21 | 17 | 28 | 25 | 24 | 29 | 41 | 32 | 37 | 17 |

Additionally:

- The Vendor must describe in detail how they propose to staff the treatment programs.
- Position titles and descriptions (including qualifications and experience required for each position) must be included.
- A plan for how the staff would interact, collaborate, and partner with the DDOC staff and other Vendors must also be described.
- The Vendor must describe work schedule proposed for each position. Include information such as whether any position is working weekends or evenings.
- All staff must be approved by the DDOC.

G. Discharge Planning and Reentry

Offenders are released from Delaware Correctional facilities every day. Approximately 90% of all offenders entering will eventually be released, which is about 17, 500 releases statewide. As such, supportive services are needed to promote successful reintegration.

The DDOC recognizes that a significant number of individuals who are incarcerated and returning to the community have chronic health, substance use and mental health disorders and are in need of treatment in addition to employment, housing, and other services. Therefore, the goal of discharge planning, reentry and transitional support is to support successful reintegration, reduce recidivism, and promote public safety through the implementation of evidenced based practices that help offenders to develop healthy and meaningful lives in the community.

In accordance with DOC Policy 3.12 Reentry Planning, the DDOC has adopted a continuous collaborative case management approach to reentry planning and has assigned oversight to the Bureau of Research, Planning and Reentry. Comprised of discharge planning nurses, social workers, re-entry specialists, and clinicians this multidisciplinary approach is aligned with EO 27 referenced earlier in this solicitation.

The DDOC is seeking a Vendor who will work with the Healthcare Contractor to ensure continuity of care for offenders having high risk/high need challenges. The DDOC is involved in the development of comprehensive transition accountability plans (TAP); they provide access to community programs; ensure continuity of care following release into

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the community; advocate for patient needs; and act as liaisons between the multiple systems impacting the lives of offenders with mental health issues, co-occurring substance use disorders and chronic medical illnesses.

The Vendor will collaborate with the Healthcare Contractor to ensure that necessary pre-discharge planning and preparation is accomplished for offenders who are being discharged and need continuity of care. This will include, but not be limited to, clinical evaluation of the offender and/or assistance with the completion of state and federal entitlement applications for Medicare/Medicaid, Public Assistance, Social Security and Veterans Administration benefits, exchange of information and referral to community based providers, collaboration with the clients' social support system, the criminal justice system, the legal system and/or community health care.

The Vendor will be expected to implement a discharge planning case management system pursuant to DDOC Policy which reflects the BHSAMH mission, and is established on well-defined operating principles, clear discharge service objectives, site specific-written policies and procedures, performance standards and measurements that guide discharge and reentry activities for chronic care, behavioral health and high risk special needs. The successful Respondent must adhere to the following service requirements:

- a. Initiate contact with the offender at least 6 months prior to their release date;
- b. Oversee individual discharge planning case management activities and development of written discharge plan;
- c. Assist and advocate for government assistance programs benefits and resources;
- d. Assist clients' acquisition of an acceptable form of identification (ID card, etc.);
- e. Distribute information on Parental Rights and family reunification support;
- f. Promote individual self-sufficiency, consumer directed discharge planning and accountability;
- g. Oversee distribution of information and resources to support reentry into the community;
- h. Provide resource information or make a referral for education or vocational training;
- i. Coordinate case management activities in collaboration with DOC providers, other State agencies and community providers;
- j. Make a referral or schedule post discharge housing placement (emergency, transitional or permanent);
- k. Make a referral or schedule an appointment for post release behavioral health treatment services need;
- l. Make a referral or schedule contact with reentry or ancillary service providers and describe the process for a warm handoff to a community provider;
- m. Assist the medical discharge nurse, if applicable, with Applications for DHSS Community Support Program enrollment; DMMA Long Term Medicaid Programs,

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Division of Developmental Disabilities Services, and DSAMH Long Term Care (EEU);

- n. Assure that a psychiatrist/ psychiatric nurse practitioner has reviewed prescribed psychotropic medication prior to discharge
- o. Collaborate with the Healthcare Contractor's discharge planner to assure that the offender has a 30 day supply of prescription medications and/or medical equipment for continuum of care following discharge in accordance with [DOC Policy E-13 Discharge Planning](#);
- p. Arrange for transportation to post release treatment facility;
- q. Distribute Post Release/Reentry Plan including list of referrals/appointments and contact information in accordance with [DOC Policy E-13 Discharge Planning](#);
- r. Document discharge planning activities into the DOC Electronic Health Record (iCHRT);
- s. Maintain a Discharge Planning Case Management Log;
- t. Conduct quality assurance reviews of discharge process; and,
- u. Maintain quality control record of all audits and plan of corrections associated with the discharge process.

IV. ADMINISTRATIVE MEETINGS AND REPORTS

The Vendor is required to participate in a variety of meetings to ensure there is appropriate and effective collaboration between facility administration, the Bureau of Healthcare, Substance Abuse & Mental Health Services, and the various healthcare contracted providers. The Vendor shall ensure that all required participants among their staff are invited to each meeting and actively participate. The Vendor shall be responsible for compiling meeting records and notes for meetings they facilitate, and disseminating them to all participants.

Vendor must participate in all administrative meetings as outlined in current and future NCCHC and ACA Expected Practices for Jails and Prisons. Details on the daily, weekly, monthly and quarterly meetings the contracted Vendor is required to convene, attend and/or contribute to and the Vendor's role in these meetings is as outlined in [DOC Policy A-04 Administrative Meetings and Reports](#). Brief information on quarterly meetings is also provided below.

Quarterly Meetings

1. Healthcare Advisory Committee: Each facility is required to conduct a quarterly Healthcare Advisory Committee (HAC) meeting in accordance with [DOC Policy A-04 Administrative Meetings and Reports](#). The Vendor is required to attend and participate in the HAC meeting. These and other meetings should be coordinated with the Healthcare Contractor's meetings.
2. Continuous Quality Improvement Meeting (Statewide): The BHSAMH Chief or designee convenes and facilitates the state level Continuous Quality Improvement (CQI) meetings in accordance with [DOC Policy A-06 Continuous Quality Improvement Program](#). The state level CQI Committee meets at least once per quarter or more often as needed. The

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Vendor shall attend the CQI Meeting as outlined in the policy. The DDOC reserves the right to request additional or different reporting information from the Vendor throughout the term of the contract, on either an ad hoc or regular basis. Contracted behavioral staff required to attend this meeting are:

- Statewide Director of Psychiatry
 - Statewide Behavioral Health Director
 - Statewide Behavioral Health Clinical Supervisor
 - Contract Administrator/Project Manager
 - Other staff members as deemed necessary by the BHSAMH Bureau Chief and/or BHSAMH Medical Director
3. Continuous Quality Improvement Meeting (Facility level): In addition to #2 above, each site is required to have a site level CQI Committee that shall meet at least once per quarter in accordance with [DOC Policy A-06 Continuous Quality Improvement Program](#). The Vendor shall participate in this meeting which is facilitated by the Healthcare Contractor.
 4. Joint Vendor meeting: The DDOC will facilitate a Joint Vendor Meeting at least once per quarter, or more often as needed in accordance with [DOC Policy A-04 Administrative Meetings and Reports](#). The Joint Vendor Meeting is conducted to ensure that effective collaboration exists among the various contracted providers. The Vendor must attend these meetings as outlined in the policy. The DDOC will lead this meeting.
 5. Pharmacy and Therapeutics Committee: The Pharmacy and Therapeutics (P&T) Committee meets at least quarterly and is facilitated by the Pharmacy Provider. The Statewide Behavioral Health Director may be requested to attend this meeting. (see [DOC Policy D-01 Pharmaceutical Operations](#))

Reports and Notifications

The DOC/BHSAMH has a quality assurance plan to monitor contracted services for compliance and quality and the Vendor shall work with BHSAMH to provide any requested program materials/records. Activities will conduct regular and ad hoc chart reviews to verify the delivery of services provided by the contracted Vendor. These reviews may be scheduled in advance or may be unannounced. The Vendor and the DDOC/BHSAMH shall review the results, and when deficiencies are identified, the Vendor shall perform all remediation as requested by the DDOC/BHSAMH within thirty days or within an agreed-upon time-period.

The Vendor shall make available detailed personnel records (including hours worked, hourly rate of pay, and demographic information), attendance data, staff vacancy reports, clinical documentation, and other relevant information (including financial data related to the contract) as requested by the DOC/BHSAMH. The Vendor and the State shall review the results, and when deficiencies are identified, the Vendor shall perform all remediation as requested by the DDOC/BHSAMH within a specified timeframe.

The DDOC may request any reports on data points maintained in the EHR related to services or other. The Vendor shall produce all such reports utilizing data from iCHRT, the DDOC's Electronic Health Record (EHR). All reports shall be provided in the format requested by the DDOC/BHSAMH. The Vendor shall supply DDOC with any requested reports within 30 days of request.

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The Vendor shall provide required MONTHLY reports within 15 days of the close of the previous month. Required monthly reports are outlined in numerous DDOC Policies. Quarterly reports on certain programs identified by DDOC/BHSAMH may also be required by the DDOC's Strategic Partnership Oversight Committee (SPOC). This multi-disciplinary DDOC group reviews utilization metrics, client demographics, and program outcome data utilizing provider reports. Upon contract award, DDOC will make a determination of which provider-administered programs will need to complete SPOC quarterly reports and will work with the provider to customize portions of the SPOC template to capture program outcome results.

Policies, Procedures and Forms

- The DDOC's policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents shall be provided upon request.
- The Vendor shall adhere to all current and future DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents.
- The Vendor may be asked to participate in policy development.
- All forms utilized by the contracted Vendor for the provision of healthcare services or data collection relative to healthcare services must be reviewed and approved by the DDOC before being put into use.
- The Vendor shall use all forms provided, or created, by the DDOC.

The Vendor shall:

- Develop site-specific procedures from each BCHS policy. All site-specific procedures shall be reviewed and approved by DDOC. All site-specific procedures shall be reviewed annually by the Vendor and by the DDOC.
- Participate in the process of developing, reviewing, editing, and finalizing new versions of policies and procedures relative to offender health and offender healthcare.
- Review and discuss policies and procedures as a component of staff new-hire orientation and in-service training.
- Ensure that all staff are oriented to all policies and procedures
- Verify that site-specific procedures comply with all current and future federal and state laws and regulations, NCCHC standards, ACA Expected Practices, DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents.
- Cooperate with DDOC or any independent agency, organization, entity, or person chosen for the purposes of scheduled or unscheduled audits.
- As part of the CQI process, monitor compliance with DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents, and resolve discrepancies in collaboration with the DDOC.

Continuous Quality Improvement Program

The Vendor shall implement a site level Continuous Quality Improvement (CQI) program at each site in accordance with [DOC Policy A-06 Continuous Quality Improvement Program](#). 30 days or more prior to the start of service delivery under this contract, the Vendor shall provide a written plan outlining how they will implement the site level CQI Program and provide any associated CQI manuals or audit tools they plan to utilize.

The CQI program shall monitor and study all major service areas. These major services areas include but not be limited to:

- Behavioral Health Screening during the Intake Processing

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- Psychiatric Medication Services
- As Needed Behavioral Health Care Services (e.g. PCO, segregation, sick call, crisis, etc.)
- Routine Behavioral Healthcare Services (e.g. Outpatient, Intensive Outpatient Residential)
- Intra-system Transfers services
- Re-entry/Discharge Planning Services

The site level CQI program shall occur quarterly and will be overseen by a multi-disciplinary CQI Committee as outlined in [DOC Policy A-06 Continuous Quality Improvement Program](#). The primary purpose of the CQI Committee is to identify problems and opportunities for improvement, based upon the collection and assessment of relevant data. The CQI Committee will meet at least quarterly and follow the format outlined in [DOC Policy A-06 Continuous Quality Improvement Program](#).

The Vendor's CQI program shall include such audits, narrative reports and executive summaries necessary to identify and remedy any quality issues identified in the Vendor's operations and consistent with those required by the DDOC. Reports of activity from the monthly meetings distributed on CQIS affecting services provided pursuant to this contract must be submitted to the BHSAMH Bureau Chief or designee on a monthly basis. Any reports provided under contractual obligation will remain confidential unless otherwise authorized by BHSAMH; however, all documents related to offender care and quality improvement activities must remain available to the DDOC at all times.

All reports, data compilations, and other information submissions required by the contract shall be certified by the Vendor's appropriate supervisory employee.

It is expected that the Vendor will provide Quality Assurance, QA Metrics for BHSAMH monitoring of the healthcare system as stipulated by BHSAMH. The QA Metrics will include clinical, fiscal, operational, and other data to facilitate comprehensive monitoring of the healthcare system. Failure to meet the standards set forth in the QA matrix may result in a contract warning, liquidated damages and potential termination of the contract with due notice.

V. PRICING PROPOSAL

Vendors are encouraged to offer different pricing methodologies to include full risk by the Vendor for cost as well as any other method in which the DDOC would share in the risk of cost. Both must be presented with full disclosure of the cost as well as profit margins for the Vendor.

The Vendor will be required to offer as much care on-site as clinically possible to utilize budgeted dollars prudently. Providing service out of the facilities requires DDOC to incur additional security costs, and generally increases security risks. The BHSAMH encourages proposals that augment on-site services with telemedicine, telepsychiatry and electronic or "e" consults to manage budgeted dollars and best serve the offender population. Although not required, the Vendor may consider the use of clinical internships through affiliations with professional organizations in order to promote future workforce and better serve the offender population. As such, any proposal to include clinical internships must be done within the current budget allocation and the Vendor will be responsible for all supervision and associated costs.

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The Vendor is required to outline individualized pricing information to each of the following areas:

- Mental Health Services
- Substance Use Services to include specific DUI Programming and MAT
- Short term Cognitive Behavioral Therapy (CBT) Groups
- Sex Offender Treatment; and
- Juvenile Offenders adjudicated as adults

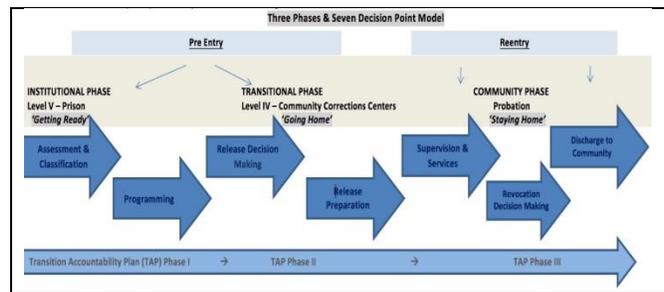
Vendor’s proposal must contain both an aggregated price quota for all services and specific price information for each of the above identified areas. Failure to provide the required proposed costs or incomplete costs will negatively affect the Vendor’s score.

Appendix H – Budget Template shall be used for the Vendor’s price proposal. Vendors may add rows to the template where necessary.

Appendix C – KEY/CREST REDESIGN: DCRC CONTEXT

Introduction:

DOC’s current efforts to improve reentry are the result of a strategic framework borne out of the past year’s work under the National Criminal Justice Reform Project; an Arnold Foundation funded initiative in partnership with the NGA and NCJ. DOC’s implementation of these reforms is called the Delaware Correctional



Reentry Continuum (DCRC). This context is important to note as we contemplate changes to our current Key-Crest-Aftercare substance use disorder programs. Future SUD programs should be viewed more broadly as part of a well-designed, thoughtfully implemented and multi-faceted approach to offender reentry. More specifically, reentry reform through a DCRC lens views reentry as a process that begins at intake into prison and complemented by risk reduction programs and services as a person traverses through state’s criminal justice system. With an aim to reduce risk of re-offending upon release (as well as compliance during one’s period of incarceration) this “journey” can also be viewed as a continuum of care model with potentially multiple points of entry. To be effective each possible entry point should allow for comprehensive assessment with special focus on the application of actuarial risk assessment tools predictive not only one’s capacity to re-offend and responsive to needs of the justice involved client, but also prescriptive of those programs and services required in order to reduce risk of re-offending and increase likelihood of successful community assimilation. In this regard, redesign of current Key-Crest-Aftercare should be thought of more broadly as Correctional Treatment and as an integral part of reentry system reform as opposed to merely “drug treatment”.

Design Principles:

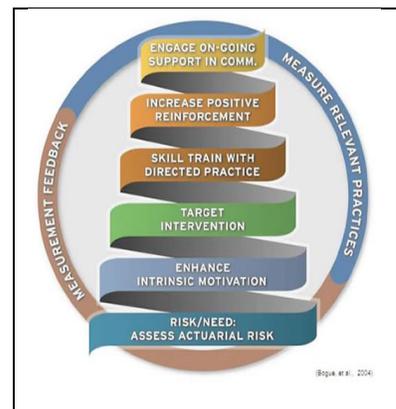
| Theory | Model | Methods |
|---|---------------------|--------------------------|
| RNR: Who to treat (target moderate to high risk), What to treat (target | 8 Principles of EBP | -Assessment driven (Who) |

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| | | |
|---|---|--|
| <p>crime producing risk factors), How to treat (customized for co-occurring, trauma, motivation, cognitive limitations, drug of abuse etc.)</p> | | <p>-Targets dynamic criminogenic risk factors (What)</p> <p>-Tailors treatment to criminal justice client (How)</p> |
| <p>TC</p> <p>-Behavior change gradually influences thinking</p> | <p>-Community As Method</p> <p>-Social Learning</p> <p>-TC's Essential Elements</p> | <p>-Behavior shaping in milieu setting separate from the antisocial values of general population</p> <p>-Positive peer influence to practice and affirm pro-social behavior and confront anti-social behaviors</p> <p>-“Acting as if” becomes habituated and eventually leads to internalized emotional, cognitive and social change</p> |
| <p>CBT</p> <p>-Thinking change gradually influences behavior</p> | <p>Cognitive restructuring, skills acquisition and decision making</p> | <p>-Manualized curricula using interactive skills training and social learning approaches (modeling, role play, feedback)</p> <p>-Teaches internal scrutiny of risky thinking and techniques for replacing cognitions that lead to undesirable behaviors (drug use, crime)</p> |

Proposal: Rename and rebrand.

- Convert “Key” to a residential **Cognitive Community**. As a level V program, the Cog Community would match the assessment driven services based on risk and need of inmates that align with DCRC’s institutional phase (*Getting Ready*). The blending of these three models within the design of correctional treatment and implementing with fidelity the various theoretical and methodological underpinnings of each multiplies the positive effects of each. Separate from negative influences of general population, the structured day of intensive residential treatment dosage complemented by interventions based on corrections-specific, manualized CBT (e.g. CBI-CC, CBI-SA, MRT, SMART Recovery). The eight principles of EBP to serve as the quintessential theoretical foundation with special emphasis on principle #7 & #8; measure relevant practice and measurement feedback (i.e. “inspecting what is expected”)



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- Redesign “Crest” using the Texas Christian University (TCU) Treatment System model developed by TCU’s Institute of Behavioral Research. As a level IV program the TCU model would match the assessment driven services based on risk and need of inmates that align with DCRC’s institutional phase 2 (*Going Home*) mirroring the transition phase reference of the DCRC’s correctional reentry continuum. As a stand-alone program comparable in dosage to an Intensive Outpatient level of care (approximately 9-12 hours of service per week), service would be assessment-driven and interventions designed to match risk and needs accordingly. Within this context TCU’s manualized Mapping curriculum applied within the four stages of the TCU adaptive model:
 - ✓ Motivation & Induction
 - ✓ Engagement
 - ✓ Early Recovery
 - ✓ Retention and Reentry

Appendix D – KEY/CREST REDESIGN

From “Key” to the Cognitive Community:

The Cognitive Community model is an intensive 24-hour residential milieu, separated from the general prison population that combines and fully integrates elements of a Social Learning model like the Therapeutic Community (TC) with the Cognitive Restructuring tools of a Cognitive Behavioral (CBT) approach. The model, implemented in Virginia DOC in 2011, aligns with ASAM placement criteria 3.0 Residential Inpatient services where an intensive, highly structured 6-month treatment experience offers program participants the opportunity to practice new thinking and new behaviors in a supportive, positive peer environment and where addictions counselors, correctional officers, peers and other staff guide clients in navigating challenges associated with early recovery and reentry from prison.

Historically in corrections, programming to reduce offender recidivism was developed along two separate and distinct models: Therapeutic Communities employing *social learning* as a core constituent and typically focusing on substance abuse disorders, and Cognitive Behavioral Therapy manualized curricula driven models employing *cognitive restructuring, skill building and decision making* at their core for use with a broader cross-section of offenders.

Practitioners of each modality claimed success for their model and paid scant attention (if not outright contempt) for the other. The evaluation of prison-based Therapeutic Communities indicated that the optimum results in reducing offender recidivism were obtained with program length of between 12 and 18 months. Cognitive-based therapies in corrections tended to be of shorter duration, but typically were delivered in a classroom style and provided very limited opportunities to put skills into practice resulting in exposing participants to the negative peer culture of the general population prison culture once returning to the tier after class. The Cognitive Community concept, by integrating the two evidence-based approaches into a single modality seeks to decrease the program length by reducing offender resistance to change, preserve a positive peer and therapeutic atmosphere within the treatment milieu; thereby accelerating the offender change process. The model is designed to: 1) impact offender anti-social thinking patterns and subsequent behavior, 2) have capacity for customization for other groups of offenders (not just substance abusers), 3) be of sufficient dosage and intensity such that the duration of treatment could be reduced to 6-months instead of 9-18 months in a typical therapeutic community, 4) complement inmate behavior management strategies deployed by security staff by establishing a highly structured daily treatment regimen and pro-social climate. The concept allows more inmates access to intensive reentry services, allows the Department to more effectively customize treatment to the assessed needs of the offender population, improve public safety and reduce overall costs by reducing duration of treatment.

Cognitive Community is the first modality that truly integrates the two disparate models (social learning and cognitive restructuring). In social learning models, the focus is primarily on

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offender behavior (something that can be observed) and encourages concept of “acting as if”. Unfortunately, what drives behavior are the thoughts that precede it. These cannot be observed, only inferred. The only expert on an offender’s thinking is the offender. However, Cognitive tools like research informed manualized curricula (e.g. T4C, MRT and CBI-CC) coupled with Thinking Report (a method by which thoughts, feelings, attitudes, and beliefs around a specific behavior or situation are recorded by the inmate) aim to teach clients to examine their thinking and change thought patterns that put them at risk for drug use and/or continued involvement in criminal behavior. By examining the thinking in a neutral manner, the offender is able to recognize thoughts and patterns of thinking that lead to behaviors damaging to the offender and to others. These and other cognitive tools enable the inmate participant to gain a level of control over his or her thinking and thus control over his behavior. With practice, this provides the offender a method to engage in consequential thinking, often for the first time. However, if there is not sufficient opportunity to practice this new tool, to receive support and feedback from peers and staff, the tool is easily abandoned. Cognitive Restructuring and Cognitive Skills are embedded and continually practiced within all aspects of the therapeutic milieu. In the Cognitive Community modality, offenders cannot hide from the impact of their behavior (social learning model) nor ignore their thinking (cognitive behavioral model) – they are immersed in a 24-7 “mini-society” that represents a microcosm of the world they will return to upon release. Both their thinking and behavior will be exposed to themselves and to the community in which they are residing. In a healthy Cognitive Community this does not go unnoticed. The community itself then becomes the vehicle of change and the learning laboratory for the offender to practice new thinking and behaviors through the interplay of social learning, peer support, staff as teachers/role models, skills acquisition and risky thinking replacement.

Origins of the Cognitive Community Model

The initial conception of the Cognitive Community was developed in the 1994 NIC-sponsored small meeting of correctional experts in Therapeutic Community and Cognitive Behavioral modalities. In April 1994, Dudley Bush, President of Corrections Research Institute and an expert in developing corrections-based therapeutic communities along with his colleague Martin La Barbera were invited by Mark Gornik, Idaho Bureau Chief of Offender Programs and an expert in Cognitive Behavioral programming, to a meeting to discuss the possible integration of the two models. Also invited were Jack Bush, at that time one of the leading experts in applying cognitive programming in corrections, and Brian Bilodou, another experienced cognitive practitioner. With the support of the National Institute for Corrections (NIC), this group proposed the blended model that they coined the “Cognitive Community”. The group consensus was that the integration of the two evidence-based approaches could provide a synergy reducing offender resistance to change more rapidly and with less turmoil, than current confrontational techniques being employed in social learning model therapeutic communities

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and thus allowing for shorter duration of treatment than the typical 9-18 month program employed at most prison-based therapeutic communities. Finally, the group felt certain that the Cognitive Community approach they proposed would be applicable for all offenders navigating reentry, not just those with substance abuse disorders. Mr. Bush accepted a position with the Virginia Department of Corrections in 2003. By that time, only a few states that operated Therapeutic Communities opted to add a cognitive curriculum class to their program. However, offenders did not have opportunities or support to practice the cognitive tools outside of the classroom absent the social structure of the therapeutic community. Mr. Bush, in his new position as Statewide Substance Abuse Programs Manager with the Virginia Department of Corrections brought the concept of a Cognitive Community to Virginia. In June of 2004, the first pilot Cognitive Community was established at Southampton Correctional Women's Pre-release Center. A second pilot Cognitive Community for male offenders was established at Powhatan Correctional Center in 2006. Both have been performing exceptionally well.

Measurable impact in VA:

Currently, Virginia's recidivism rate is 23.4%, marking it the 2nd lowest in the nation (according to VADOC). The impact of the Cognitive Community Reentry Program is a part of the state's success at reducing recidivism. As a result of the model, Virginia is improving the overall safety of the institutions. While there is not yet empirical data to support this, a simple visit to a Cognitive Community versus a typical general population dormitory demonstrates clear differences in the institutional climate. Cleanliness and orderliness, focused activity, less stress and tension, and a spirit of cooperation between offenders and staff is noticeable. In 2009, VADOC examined a cohort of 119 female offenders who had released from the Cognitive Community for from 18 months to 3 years. Only 3 of 119 had returned to custody - less than 3%. A similar study was conducted with the male Cognitive Community in 2010 that reported 7.8% of the male offenders were returned to custody over the same time period. It is estimated that only a 1% drop in recidivism rate would allow the state to recoup costs associated with Virginia's recidivism initiative. While not a randomized comparison study, these results were sufficient in the fall of 2010 for VADOC officials with the support of the Governor and State Legislature to authorize the Cognitive Community model to be expanded to include all medium security offenders within their last year of incarceration.

Other features of the Cognitive Community:

- **Assessment** to determine program placement aligning offender needs with the appropriate risk-to-recidivate intervention and adherence to Evidence Based Principles
- **Specialized treatment tracks** within one facility that more precisely targeting RNR-derived criminogenic risk factors; (Group A – [Severe Substance Use Disorders]; Group B – [Criminal Thinking - CBT], Group E [Life Skills Education/Employment], etc.
- Ongoing measurement and **evaluation of program effectiveness** and fidelity monitoring
- Individualized treatment planning, group and individual counseling sessions

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- **Relapse prevention** and reentry planning
- **Parental reunification** services
- Application of **trauma informed care** principles
- Manualized **CBT curricula** from University of Cincinnati, Cognitive Behavioral Interventions - Comprehensive Curriculum (CBI-CC) and CBI-Substance Abuse (SA)
- **Education** and **workforce development** training
- **Multidisciplinary** program staff:
 - ✓ *Addictions Counselors* trained in risk-need-responsivity, cognitive restructuring, motivational interviewing and trauma informed care
 - ✓ *Correctional Officers* trained in Core Correctional Practices selected and trained to both address security issues but also to work side-by-side with the Counselors delivering “thinking reports” as part of an innovative response to disciplinary infractions. Employing correctional officers in this role can begin to teach offenders that beyond enforcement, authority figures can also support, teach and role model
 - ✓ *Reentry In Reach* specialists and case managers to assist with transition planning
 - ✓ *Peer Support* specialists either through bringing people with lived experience into the facility and/or by employing long terms inmates to serve as mentors, teachers and assistance to staff
 - ✓ *Mental Health Practitioners* complement the staff multi-disciplinary team with mental health expertise, lead process groups and assist offenders who are experiencing distress as the result of a co-occurring condition

From “Crest” to the TCU Treatment System model:

The TCU Treatment System includes a set of assessments and manual-guided interventions that target specific needs of clients in different stages of change during treatment. Lasting 6-months, the model, aligns with ASAM placement criteria 2.1 Intensive Outpatient services where 9 or more hours of service a week treat multidimensional instability encompassing services that are capable of meeting the complex needs of people with pro-criminal thinking patterns, addiction and co-occurring conditions. This level of care is organized in a way that delivers treatment services during the day, before or after work or school, in the evening, and/or on weekends as to allow for other vocational training, education and employment services offered at the facility to occur.

Treatment stages align with that of Prochaska and DiClemente’s stages of change model (Precontemplation, Contemplation, Planning, Action and Maintenance). The TCU Treatment System stages include: Induction into treatment, Engagement in treatment, Early recovery in treatment, Retention before release, and Preparation for community re-entry. An integrated set of TCU assessment forms are used to incrementally measure client progress and inform adjustment to treatment planning during this stage wise treatment process. Known as Criminal Justice Client Evaluation of Self and Treatment (CJ-CEST), these measurement feedback tools are administered at multiple points during treatment as to gauge a client’s progression in the following areas: motivation and treatment engagement, social and psychological adjustment, and changes in pro-criminal cognitions as a means of measurement feedback in order to better

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tailor individualized treatment planning to the unique criminogenic (crime-producing) needs of the criminal justice client.

TCU Treatment Interventions rely on a cognitive-based visual representation strategy for counseling called TCU Mapping Enhanced Counseling (TMEC). More than 50 studies have shown TMEC to enhance client communication, improve treatment engagement, improve counselor rapport, reduce IV drug use, improve reentry planning, and decision-making skills. TMEC is recognized by SAMHSA's National Registry of Evidence Based Programs and Practices (NREPP) as an evidence based practice. As a clinical technique, the node-link mapping approach used in each of the more than 30 manualized interventions incorporates visual tools (e.g., guide maps, free-form maps, information maps) that clients and counselors use to more readily identify and address the variety of concepts covered during treatment. Each TCU mapping intervention is manualized and matched to the sequence of client needs and progression during treatment. For example; the manual "Getting Motivated to Change" aligns with the Induction stage and the intervention, while "Mapping My Reentry Plan" is delivered during the Preparation for community reentry stage. The more than 30 manualized intervention manuals can be used in various "mix-n-match" combinations, in group or individual settings and as supplements to other treatment resources. Although they are categorized in relation to conceptual treatment stages, there is a variety of sequential applications possible within and across the different stages of care.

Conclusion:

Delaware's Key, Crest and Aftercare continuum was once a national model in correctional drug treatment; however, 30 years have passed since their inception. Many things have changed. Criminal justice research has changed guiding correctional treatment practitioners to better understand "what works" in promoting recovery and reducing recidivism amongst the criminal justice client. Grounded in the Risk, Need and Responsivity (RNR) theoretical perspective, present day correctional practitioners know better *who* to target for programming (risk principle), *what* to target (needs principle) and *how* to deliver services (responsivity principle). Today's criminal justice clients are very different than those in the 80's. Treatment strategies that incorporate MAT, motivational interviewing, mindfulness training and trauma informed care are staples of today's substance use disorder treatment programs. Each of these can be readily infused into the structural design of both the Cognitive Community and TCU models without diluting the essential ingredients of each.

With the Governor's signing of Executive Order 27 and the inception of the Delaware Correctional Reentry Commission, Delaware DOC is in well on their way to having a system-wide response to the state's recidivism rates that rely upon evidence-based practices, RNR

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principles, and a continuum of care and community collaboration. With the Cognitive Community and the TCU Treatment Systems replacing Key and Crest, DOC will incorporate two evidence-based offender treatment modalities, social learning and cognitive behavioral approaches, into a seamless continuum of care modality that has already shown considerable promise in reducing offender recidivism in other jurisdictions.

The Cognitive Community and TCU Treatment Systems models are eminently transferable to replace Key-Crest in Delaware's DOC, but will require specialized training of Vendor and correctional staff to both understand the models and develop mastery of the community building tools specific to the Cognitive Community model as well as use of the TCU Treatment System's used of Mapping Enhanced Counseling and administration of CJ-CEST. Selected Vendors will need to train not only line staff, but mid-level and administrative staff as well. Further, fidelity checks and onsite skills training are needed to anchor these models and to mitigate the natural tendency for program "drift".

Why is cognitive restructuring so important to the redesign of Key and Crest? The answer is that both programs are ultimately about improving the likelihood of successful reentry necessary for improved public safety consistent with the Department's dual mission. Unless an offender's core thinking begins to change, there is little hope that their unchanged thinking will produce different results than the behaviors that brought them to prison in the first place. Both models rely on social learning approaches complemented by CBT interventions that focus on cognitive restructuring, skills acquisition and decision making as a vehicle for both recovery from substance use disorders and reentry back into the our communities. At the end of the day, that which is learned must be lived if lasting change is to occur. The Cognitive Community and TCU Treatment Systems approaches offer the Department a path forward in redesigning the State's legacy Key-Crest drug treatment programs.

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Appendix E - KEY/CREST OVERVIEW

The Key program is a modified therapeutic community (TC), and is the primary program for substance use treatment within Level 5 facilities. Key programs offer treatment to both male and female offenders at respective sites, to encourage and foster gender-responsive and trauma-informed care modalities for offenders with a history of substance use and or drug related criminal histories. The Key program includes a length of stay for a minimum of ten months that includes orientation to treatment and (approx. 30 days) and no less than 9 months of core treatment.

The Crest Program is the secondary portion of continuum to the Key-Crest residential treatment program and is designed to continue to provide substance use treatment for incarcerated offenders at Level 4, who have history of substance use or charges that involve substance use, while focusing on implementation and application of the skills learned while at Key, toward sustaining treatment for reintegration. Much like the Key, the Crest Program is designed as a modified TC, in which the length of stay in treatment includes a minimum of six months.

Residents of the Key-Crest Program are involved in treatment services seven days a week as they are part of a treatment milieu in the TC operation. Full- day program involvement, including semi-private segregation from the general inmate population sets the residential substance use treatment programs apart from the rest of their respective correctional facilities. Successful completion is based on the individual performance, behaviors, and completion of outlined phases for each client.

Key Programs

- There are three Key Programs throughout the state:
 - Key North – HRYCI
 - Key South – SCI
 - Key Village – BWC
- The Key Programs are considered a Modified Therapeutic Community for sentenced offenders
- Average length of stay is approximately 9 – 10 months (advancement through the program is performance based)
- Services are provided in the form of individual counseling sessions, individual treatment plans and a combination of process and didactic group interactions.
- Core curriculum is comprised of evidenced based Cognitive Behavioral Interventions:
 - University of Cincinnati Cognitive Behavioral Interventions – Core Curriculum CBI-CC
 - Supplemented by:
 - University of Cincinnati Cognitive Behavioral Interventions for Substance Abuse CBI-SA
 - Anger Management (SAMHSA)
 - Seeking Safety
 - SMART Recovery

Crest Programs:

- There are five Crest Programs throughout the state:

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- Crest Primary – formerly at CVOP, recently relocated to MCCC
- Crest Central – MCCC
- Crest South – SCCC
- Crest North/Men – PCCC
- Crest North/Women – HDP (participants from southern Delaware transfer to SCCC for the final phase of treatment for reintegration to their respective communities)
- The Crest Programs are considered a Modified Therapeutic Community for sentenced offenders with a focus on re-entry to society. Affording opportunities for participants to obtain employment, reestablish relationships and build a foundation for productive citizenship, while employing cognitions and coping skills introduced in the therapeutic process.
- Average length of stay is approximately 6 – 9 months (advancement through the program is performance based)
- Services are provided in the form of individual counseling sessions, individual treatment plans and a combination of process and didactic group interactions.
- Core curriculum is comprised of evidenced based Cognitive Behavioral Interventions:
 - Texas Christian University Institute of Behavioral Research Mapping Interventions (TCU)
 - Supplemented by:
 - University of Cincinnati Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP)
 - Anger Management (SAMHSA)
 - SMART Recovery

Program Staffing:

- Program Director
- Administrative Assistant
- Clinical Supervisor
- Counselors (allocated by program capacity determined by RFP)

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Appendix F – SECURITY CLEARANCE APPLICATION FORM

Appendix F is a separate document available at <http://bids.delaware.gov>

Optional Facility Visits are scheduled for those Vendors who have registered to attend the mandatory Pre-Bid meeting. For safety and security clearance purposes, each Vendor representative shall submit a Security Clearance Form (Appendix F) by **January 3, 2020**. Attendance is limited to a maximum of two (2) representatives per Vendor.

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Appendix G – STAFFING PLAN TEMPLATE

Appendix G is a separate document available at <http://bids.delaware.gov>. Vendors are required to complete Appendix G electronically and submit with its proposal response.

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Appendix H – BUDGET TEMPLATE

Appendix H is a separate document available at <http://bids.delaware.gov>

Vendors shall complete and submit Appendix H – Budget Template as its price proposal as identified in Appendix B, Section V. Price proposal shall be submitted as a separate document as one (1) paper copy and one (1) electronic copy.

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Appendix I – SAMPLE PROFESSIONAL SERVICES AGREEMENT

Appendix I is a separate document available at <http://bids.delaware.gov>

Appendix I need not be included in an offeror's proposal. However, if the offeror identifies a need to identify exceptions to Appendix I, any such exceptions must be included on Attachment 3 as part of the proposal submission. Exceptions to Appendix I submitted after the bid deadline will not be considered.

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