



DELAWARE HEALTH
AND SOCIAL SERVICES

Division of Management Services

1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS 11-034

FOR

**Children's Health Insurance Program
Payment Error Rate Measurement
(PERM):
Eligibility Component --
CONTRACTOR SERVICES**

FOR

**THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
1901 N. DUPONT HWY
MAIN ADMINISTRATION BUILDING
NEW CASTLE DE 19720**

Deposit
Performance Bond

Waived
Waived

**Letter of Interest
Due Date: February 16, 2011
12:00 P.M. LOCAL TIME**

**Proposal
Due Date: April 4, 2011
11:00 A.M. LOCAL TIME**

PERM RFP-Eligibility Component – FFY2012 Cycle

REQUEST FOR PROPOSAL # HSS 11-034

Proposals for Children's Health Insurance Program Payment Error Rate Measurement (PERM): Eligibility Component – Contractor Services for the Division of Management Services, 1901 N. DuPont Highway, Main Administration Building, New Castle, DE, will be received by:

Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Procurement Branch
Main Administration Bldg, Sullivan Street
Second Floor, Room #257
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until 11:00 A.M. on April 4, 2011, at which time the proposals will be opened and logged in.

In lieu of a pre-bid meeting, Letters of Interest will be accepted. Bidders are advised to send their Letters of Interest by a means requiring signature on receipt. The Letter of Interest can be found in Appendix H. Letter of Interest should be mailed to:

Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Procurement Branch
Main Administration Bldg, Sullivan Street
Second Floor, Room #257
1901 North DuPont Highway, New Castle, Delaware 19720

Only those bidders whose Letter of Interest has been received by February 16, 2011 at 12:00pm local time will be qualified to submit a proposal for this RFP.

Questions pertaining to the services being requested within the RFP, including the scope of services, project management and contractor responsibilities, must be directed to Jennifer Harris, PERM Project Manager, via US Mail, email, or fax:

Jennifer.Harris@state.de.us
Jennifer Harris
Manager, PERM Eligibility Project
Triplex Building
Herman Holloway Campus / DHSS
1901 North DuPont Highway
New Castle, DE 19720
Fax: 302-255-4438

PERM RFP-Eligibility Component – FFY2012 Cycle

All RFP's can be obtained online at <http://bids.delaware.gov>

NOTE TO VENDORS: Your proposal must include signatures on the forms in Appendices C, D and E, with all information on the forms complete.

NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for the request.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (HSS # 11-034) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS

PERM RFP-Eligibility Component – FFY2012 Cycle

NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Management Services, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement within fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

PERM RFP-Eligibility Component – FFY2012 Cycle

**REQUEST FOR PROPOSAL FOR Children’s Health Insurance Program Payment Error Rate Measurement (PERM): Eligibility Component – Contractor Services
FOR
Division of Management Services**

Availability of Funds

Funds are available for the selected vendor to provide services as delineated below to determine the eligibility of Delaware clients enrolled in the Children’s Health Insurance Program, in accordance with federal PERM regulations. This is a 25-month contract (August 1, 2011 through September 30, 2013), with contract extension possible, contingent on funding and additional needs to be addressed.

Further Information

Inquiries regarding this RFP should be addressed to:

Jennifer Harris
Manager, PERM Eligibility Project
Triplex Building
Herman Holloway Campus / DHSS
1901 North DuPont Highway
New Castle, DE 19720

E-mail Address: Jennifer.Harris@state.de.us
Fax #: 302-255-4438

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Management staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Jennifer Harris is restricted to mailed, emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

PERM RFP-Eligibility Component – FFY2012 Cycle

Questions are due by February 16, 2011. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions by March 1, 2011. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Following the due date for questions, bidder communication is limited to Bruce Krug, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

REQUEST FOR PROPOSAL FOR

**Children’s Health Insurance Program
Payment Error Rate Measurement**

(PERM):

**Eligibility Component --
CONTRACTOR SERVICES**

FOR

**THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES**

I. INTRODUCTION

A. Background

Public Law 107-300, The Improper Payments Information Act of 2002 (IPIA), was enacted on November 26, 2002. This law requires that programs susceptible to erroneous payments are to be reviewed on an annual basis and are to provide an estimation of the amount of improper payments to Congress. The State Children’s Health Insurance Program (CHIP) was identified as a program at risk for significant erroneous payments, and the Centers for Medicare and Medicaid Services (CMS) established a method for complying with the law – namely, by establishing the Payment Error Rate Measurement Program, which covers CHIP and Medicaid. (State staff will handle PERM requirements for Medicaid.)

CHIP (Known in Delaware as the Delaware Healthy Children’s Program): CHIP, authorized under Title XXI of the Social Security Act, covers uninsured children in Delaware under the age of nineteen whose family income is below 200 percent of the Federal Poverty Level. Responsibility for eligibility determinations for this program resides with staff in the Division of Social Services. The eligibility guidelines can be found in the Delaware Social Services Manual at <http://regulations.delaware.gov/AdminCode/title16/5000/5100/index>.

Systems: The CHIP program uses an on-line eligibility system called the Delaware Client Information System (DCIS), which maintains client data and calculates eligibility. The successful bidder will have access to the data in this system.

The CHIP Program also uses an on-line information system to process claims and maintain records of amounts paid for client services. The successful bidder will

PERM RFP-Eligibility Component – FFY2012 Cycle

have access to this Medicaid Management Information System in order to retrieve claims data on cases in the sample.

B. Project Goals

Every three years, beginning in FFY 2009, Delaware is required to complete eligibility reviews to comply with PERM. For CHIP, this will involve doing such reviews on approximately 500 active CHIP recipients and 200 negative CHIP actions in FFY 2012.

This procurement seeks to obtain a contractor to fulfill the CHIP requirement. It is important to note that CMS has, from time to time, indicated that its requirements may change after the completion of each year's reviews. The Contractor will be expected to remain current on those requirements.

The Division of Management Services (the Division) will provide a Project Manager who will oversee the work of the Contractor and serve as liaison with DSS and DMMA.

II. SCOPE OF SERVICES

- All components listed in this section are mandatory.

CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for ensuring that all aspects of the eligibility reviews conducted by it are completed in accordance with the most current CMS specifications for PERM, working with the Division's Project Manager. Specifics about CMS requirements may be found at <http://www.cms.hhs.gov/PERM/>.

Tasks and responsibilities of the selected Vendor shall include, but are not be limited to, the following:

- a. Obtain a monthly case sample (CHIP active and negative), as defined in the Delaware Sampling Plan. Review the samples for accuracy- to ensure that they were drawn correctly- and advise the Project Manager of the results of those reviews, working with him/her to resolve any problems.

PERM RFP-Eligibility Component – FFY2012 Cycle

- b. Notify the local offices each month in secure electronic form (encrypted e-mail or SFTP file exchange) as to which cases have been sampled from their caseload for the CHIP reviews and advise them that the records are to be sent to a central location. Case files include physical files as well as scanned documents maintained on the Department's imaging system.
- c. Prepare the monthly sample information in the format required by CMS, and provide the downloaded file in secure electronic form to the Division's Project Manager at least three days prior to the date it is due to CMS; the Division Project Manager will submit the monthly reports to CMS.
- d. Complete the review process on all sampled cases, including obtaining documentation and verifications, as required. Documents used by the contractor to complete reviews should be in Word format and finalized in typed – rather than hand-written - form. The Contractor will need to provide its own work space and supply its own equipment and supplies, including computers, scanners, and copiers. Contractor equipment may not be connected to the State network. However, one office at the DHSS New Castle location, including a state-owned computer, will be available for contractor staff use. All information technology used in accessing, transmitting and storing data identifiable to any individual client, must comply with Department of Technology and Information (DTI) policies and standards, DHSS Information Technology (IT) Standards (see website links in Attachment X) and Federal HIPPA standards.
- Such data on laptops and portable media must be secured using hardware encryption methods that comply with the standards.
 - Transmission of such data must be encrypted in compliance with the standards.
 - If such data is stored within any network environment, that environment must comply with the standards.
 - Proposals must clearly describe the details of proposed information technology arrangements to be utilized for all the above.
- e. Develop a secure process to store all project data electronically and be able to share information with the Department in secure electronic form, both during the project and as a permanent record when the project is completed. The Contractor will need to work with the Department's Information Technology staff in complying with this responsibility to ensure that the data are in a format compatible with the Department's systems.
- f. Report potential error findings in secure electronic form to the Division's Project Manager as soon as possible after the finding is made so that the finding can be reviewed by state staff. DSS and DMMA staff will be given two weeks to review such findings; thus, sufficient time must be allowed prior to the CMS deadlines.

PERM RFP-Eligibility Component – FFY2012 Cycle

Any disputes regarding a potential error finding will be resolved by the Division's Project Manager, whose decision will be determinative.

g. Develop a process to receive claims information in secure electronic form from Delaware's Medicaid Management Information System.

h. Develop recommendations to address the errors identified during the reviews, using the CMS-mandated format for the Corrective Action Plan.

i. Maintain client confidentiality and ensure that no client-specific information is disclosed to any party outside those officially involved in the performance of the tasks critical to this project, **with contractor staff making assurances by signing forms that the Department will supply. All Contractor staff who have access to client-specific data will have to go through a criminal background check, which involves fingerprinting at a Delaware location. The cost for this must be borne by the Contractor.** Vendor staff accessing State IT resources will be required to obtain a criminal background check through the Delaware State Bureau of Investigation (SBI), sign the DTI Acceptable Use Policy, the DTI Confidentiality and Non-Disclosure Agreement, the DHSS Biggs Data Center User Authorization Form and the DHSS Biggs Data Center Non-Disclosure Form. The selected vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.

j. Develop a system to track physical case files including when the case is received from the Department, the date returned to the state, and confirmation from the state that the case file has been received back by the local office.

CONTRACTOR DELIVERABLES

All Deliverables must be submitted to the Division's Project Manager, unless otherwise specified, and include, but are not limited to:

1. Monthly files of sample information for all programs under review in the format required by CMS, due to the Division's Project Manager at least three days prior to the date it is due to CMS;

2. A cumulative monthly status report on all cases sampled – to be provided no later than the tenth day of each month (or the first working day thereafter) – starting in December 2011. The report should list each case and indicate, at a

PERM RFP-Eligibility Component – FFY2012 Cycle

minimum: 1) completion status; 2) if pending, the expected completion date; and 3) barriers to review completions;

3. Report on all case review findings for each sample month, no later than 120 days following the end of that sample month, in the format required by CMS. (All case reviews for the sample month should be completed at this point; exceptions must be discussed with the Division's Project Manager.) The Project Manager will submit the final monthly report to CMS to comply with the CMS deadline (no later than the 150th day following the end of the sample month).

4. All case file documents scanned by the due date for each month's reviews. This would include copied verifications from the state's eligibility files as well as documents completed by the reviewer and obtained during the review. The review documents must be securely transmitted to a designated DHSS SFTP site that the contractor will be provided access to through the Department's Information Technology staff.

5. Detailed monthly report on claims data for each sample month's cases, no later than 180 days following the end of each sample month, in the format required by CMS. The Project Manager will submit the report to CMS.

6. Summary report on all case review findings for CHIP program, in the format required by CMS, by May 30, 2013, which the Project Manager must submit by July 1, 2013.

7. Detailed corrective action suggestions for both active and negative CHIP cases containing recommendations based on identified eligibility or payment errors, in the format mandated by CMS; due by 8/31/2013, prior to the end of the contract.

8. Physical case files used in the review process, including the documents copied from the Department's case files as well as worksheets used in the review process. There may also be documents gathered from third party contacts as well. The contractor should arrange for delivery of the files by 9/30/2013. Cases should be arranged by review month and then alphabetically by client name.

RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES

The Department will provide a full-time Project Manager dedicated to this Project.

PERM RFP-Eligibility Component – FFY2012 Cycle

The Project Manager will be the primary point of contact between the Contractor and personnel in the Department. He/she will facilitate access to personnel as needed by the Contractor.

The Project Manager will be the point of contact between the Department and CMS and will be responsible for submitting all required reports.

The Department will arrange for the Contractor to have access to DCIS and the MMIS.

The Department will transport the case records to one central location. The case records will be available within 5 working days of receipt of the list of case records needed at the following address:

Herman Holloway Campus
Main Building Room 272
1901 N. DuPont Highway
New Castle, DE 19702

Staff in DSS/DMMA will be given ten working days to respond to error findings. The exchange of information pertaining to error findings will be facilitated by the Project Manager.

The Project Manager will perform a monthly quality assurance review of a selected number of cases once the Contractor has completed its review. Findings from this review will be addressed with the Contractor, which is expected to take any needed action with its staff prior to submission of that month's cases to CMS.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term will be from August 1, 2011 to September 30, 2013, with the possibility of extension to complete the work required for the full 2012 cycle, contingent on funding and additional needs to be addressed.

B. Subcontractors

PERM RFP-Eligibility Component – FFY2012 Cycle

The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

Proposed subcontractors must be approved by the Division of Management Services.

C. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

D. Reserved Rights

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

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;

PERM RFP-Eligibility Component – FFY2012 Cycle

- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

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

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. Invoices are to be sent electronically to the contract manager (Jennifer Harris). The contractor or vendor must accept full payment by

PERM RFP-Eligibility Component – FFY2012 Cycle

procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

H. W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a required to be done as part of the submission of the bidder's proposal.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Bidder's Signature Form

This form, found in the Appendix C, must be completed and signed by the bidder's authorized representative.

PERM RFP-Eligibility Component – FFY2012 Cycle

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date: April 4, 2011 at 11:00 A.M.

C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

D. Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

E. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). Bidders are advised to redact personal identifiers such as Social Security numbers from resumes. If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, proposals shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

Once the contract is awarded, any proposed changes to personnel must be reviewed with the Project Director and approved by her prior to making such changes. The qualifications of any substituted staff must be equivalent to the original staff.

F. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

G. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources. This section should also include a detailed description of the means by which the bidder will keep DHSS client data secure as described in Section II (Scope of Services), item d (under Contractor Responsibilities), of this document.

H. Certification and Statement of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendices D & E and website link in Appendix X to Business Associate Agreement for certification of HIPPA compliance)

I. Standard Contract

PERM RFP-Eligibility Component – FFY2012 Cycle

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Management Services. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

V. BUDGET

Vendor will submit a line item budget for the term of the contract, using a format mirroring that in Appendices A & B. Modifications to the budget after the award must be approved by the Division of Management Services.

Applicants shall describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original **CDs** (Each Labeled as "Original") and six (6) **CD** copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders will no longer be required to make hard copies of proposals with the exception that one copy of a Cover Letter along with one copy each of Appendices C, D, E, and F must be submitted in hard copy with original signatures.

The responses to this RFP shall be submitted to:

PERM RFP-Eligibility Component – FFY2012 Cycle

BRUCE KRUG
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North duPont Highway
New Castle, DE 19720

B. Closing Date

All responses must be received no later than April 4, 2011 at 11:00 A.M.
Later submission will be cause for disqualification.

C. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations
will be made in writing to all bidders.

D. Questions

All questions concerning this Request for Proposal must reference the
pertinent RFP section(s) and page number(s). Questions must be in writing
and can be either mailed, faxed, or emailed to:

Jennifer Harris
Manager, PERM Eligibility Project
Triplex Building
Herman Holloway Campus / DHSS
1901 North DuPont Highway
New Castle, DE 19720
E-mail Address: Jennifer.Harris@state.de.us
Fax #: 302-255-4438

Deadline for submission of all questions is February 16, 2011. Written
responses will be faxed or emailed to bidders no later than March 1, 2011.
Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

PERM RFP-Eligibility Component – FFY2012 Cycle

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

F. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information resides solely on the CD (s) marked confidential.

G. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

H. Investigation of Bidder's Qualifications

Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

I. RFP and Final Contract

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

J. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

PERM RFP-Eligibility Component – FFY2012 Cycle

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one year after proposal due date.

K. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

L. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u>Activity</u>	<u>Date</u>
RFP Advertisement	February 1, 2011
Questions Due	February 16, 2011
Letter of Interest Due	February 16, 2011 by 12:00 P.M.
Answers to Questions	March 1, 2011
Bid Opening	April 4, 2011 at 11:00 A.M.
Selection Process Begins	April 5, 2011
Vendor Selection (tentative)	June 20, 2011
Project Begins	August 1, 2011

M. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must

PERM RFP-Eligibility Component – FFY2012 Cycle

inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the following Divisions within the Delaware Department of Health and Social Services: Management Services, Social Services, Medicaid and Medical Assistance, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions CD's properly submitted Forms properly submitted	Pass/Fail
1. Qualifications of vendor	45
a) Administrative Oversight	
b) Past experience in successfully operating quality programs of a similar type and with a similar population	
c) Quality Assurance Program details	
d) Available resources	

PERM RFP-Eligibility Component – FFY2012 Cycle

2. Methodology Proposed	35
a) services proposed fit needs as expressed in RFP	
b) adequacy of responses to Scope of Services (Section II)	
c) proposed activities follow a logical sequence	
d) adequacy of workplan & timeline schedules	
e) adequacy of approach to ensure that Federal and State standards are met for data security	
3. Evaluation of the proposed costs as they relate to the proposed services.	20

Total: 100

Upon selection of a vendor, a Division of Management Services representative will enter into negotiations with the bidder to establish a contract.

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in categories 1 and 2 of the rating process shown in section A above. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

Public Notice

Public notice has been provided in accordance with 29 Del. C. § 6981

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. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

PERM RFP-Eligibility Component – FFY2012 Cycle

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.

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.

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.

Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to 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 to competing vendors prior to contract award.

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 reside solely within the State of Delaware.

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.

PERM RFP-Eligibility Component – FFY2012 Cycle

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

Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through September 15, 2011. The State of Delaware reserves the right to ask for an extension of time if needed.

Exclusions

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

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;

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;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

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.

APPENDIX A:
BUDGET SUMMARY SHEET

Budget Summary Sheet

Categories	Amounts
Staff Salaries	

Fringe Benefits	
------------------------	--

Travel / Training

Mileage (Rate\$0.00 X 0000 miles)	
Training	
Other (specify)	

Contractual

Rent	
Electricity	
Heat	
Communications	
Other Utilities	
Printing / Advertising	
Postage	
Insurance	
Repairs	
Other (specify)	

Supplies

Office	
Janitorial	
Medical	
Program	
Other (specify)	

Equipment / Other Direct Costs

Other (specify)	
-----------------	--

Indirect Costs (__ % of total)

Other (specify)	
-----------------	--

TOTAL BUDGET

--

APPENDIX B:
BUDGET WORKSHEET

PERM RFP-Eligibility Component – FFY2012 Cycle

Budget Worksheet

(can attach additional sheets if necessary)

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
-	-
Total: Salary / Wages	

<u>Fringe Benefits</u>	
Proportion for above labor, including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. that will be paid under this contract	
Total: Fringe Benefits	

<u>Travel / Training</u>	
Include any programs staff are required to attend. Mileage reimbursement shall be no more than the IRS allowable amount. Subscriptions and association dues may be included in this category, if applicable.	
Total: Travel / Training	

Budget Worksheet page 2

Category / Description	Amount
<u>Contractual</u> Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid as part of this contract	
Total: Contractual	

<u>Supplies</u> Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses	
Total: Supplies	

<u>Other Equipment</u> Specify Items or lots costing \$1000.00 or more and having a useful life of more than one year	
Total: Other Equipment	

Budget Worksheet page 3

<u>Indirect Costs (___ % of total)</u>	
Identify any line items contributing to total costs not delineated in the above sections	
Total: Indirect Costs	

APPENDIX C:

BIDDERS SIGNATURE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: _____
TITLE OF AUTHORIZED PERSON: _____
STREET NAME AND NUMBER: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: _____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX D:
CERTIFICATION SHEET**



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

PERM RFP-Eligibility Component – FFY2012 Cycle

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

PERM RFP-Eligibility Component – FFY2012 Cycle

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX E

STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that _____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX F

**OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-
CERTIFICATION TRACKING FORM**



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX G

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**CONTRACT # _____
BETWEEN
[DIVISION NAME HERE]
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]**

A. Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

1. Contractor 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 Contractor'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 Contractor in their negligent performance under this Contract.
2. The Contractor 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 Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability \$1,000,000

PERM RFP-Eligibility Component – FFY2012 Cycle

and

- | | | |
|----|-----------------------------------|--------------------------|
| | b) Medical/Professional Liability | \$1,000,000/ \$3,000,000 |
| or | c) Misc. Errors and Omissions | \$1,000,000/\$3,000,000 |
| or | d) Product Liability | \$1,000,000/\$3,000,000 |

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

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

- | | |
|---|---------------------|
| e) Automotive Liability (Bodily Injury) | \$100,000/\$300,000 |
| f) Automotive Property Damage (to others) | \$ 25,000 |

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

PERM RFP-Eligibility Component – FFY2012 Cycle

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

- a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

PERM RFP-Eligibility Component – FFY2012 Cycle

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division name here
address
address
Attn:

To the Contractor at:

PERM RFP-Eligibility Component – FFY2012 Cycle

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly

PERM RFP-Eligibility Component – FFY2012 Cycle

influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this

PERM RFP-Eligibility Component – FFY2012 Cycle

Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

PERM RFP-Eligibility Component – FFY2012 Cycle

8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by

PERM RFP-Eligibility Component – FFY2012 Cycle

Divisions within DHSS. This policy and procedure are included as Appendix ____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

PERM RFP-Eligibility Component – FFY2012 Cycle

E. Authorized Signatures:

For the Contractor:

Signature

Name (please print)

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

[Division Director Name Here]

Date

CONTRACT APPENDIX A

DIVISION OF MANAGEMENT SERVICES REQUIREMENTS

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Social Services (DSS)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

CONTRACT APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, Division Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

APPENDIX H

Letter of Interest



**Delaware Health and Social Services
Request for Proposal**

Letter of Interest

The following information must be filled out for firms intending to submit a response to this RFP. This letter has a strict submission deadline date prior to the submission of a proposal. Proposals submitted without prior submission of this letter will not be opened.

RFP #	HSS 11-034
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Vendor Name	
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Email Address	
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Authorized Vendor Representative

Printed Name	
Signature	

Appendix X

Website Links

- DHSS Information Technology Standards:
<http://www.dhss.delaware.gov/dhss/dms/itpubs.html>
- State of Delaware Web Standards:
<http://www.state.de.us/sos/gic/information/webstandards.shtml>
- DTI Executive Sponsor Reporting Standards and Change Management Standards:
<http://dti.delaware.gov/majorproj/majorproj.shtml>
- Top 20 Internet Security Threats developed by the SANS Institute and the FBI
<http://www.sans.org/top20/>
- Business Associate Agreement Template:
<http://dhss.delaware.gov/dhss/dms/cmp/files/hipaabp.pdf>