REQUEST FOR PROPOSAL NO. HSS 11 046

FOR

IMPLEMENTATION OF SERVICES TO REDUCE INFANT MORTALITY

FOR

THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901

Deposit Waived
Performance Bond Waived

Date Due: April 18, 2011
12:00 P.M. LOCAL TIME

A mandatory pre-bid meeting will be held on March 14, 2011 at 1:00pm at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720.

"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late. Due to space limitations bidders are requested to limit attendance to 2 individuals. Bidders should RSVP by calling (302) 255-9290."
REQUEST FOR PROPOSAL # HSS 11 046

Proposals for Implementation of Services to Reduce Infant Mortality for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901, 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 12:00pm on April 18, 2011. At which time the proposals will be opened and read.

A mandatory pre-bid meeting will be held on March 14, 2011 at 1:00pm at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, First Floor Conference Room #198, New Castle, DE 19720. For further information please call 302-255-9290.

"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at http://bids.delaware.gov. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. I. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

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
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.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (HSS 11 046) 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
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.

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices C, D, E, and F signed and all information on the forms complete.
The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Public Health, 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 upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

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.
Availability of Funds

Funds are available for the selected vendor to provide services in the area of Implementation of Services to Reduce Infant Mortality in Delaware.

For Service Bundle A, a maximum of $1,000,000 is available for the selected vendor (s). Service Bundle A is defined in section II (Scope of Services) of this document.

For Service Bundle B, a maximum of $250,000 is available for the selected vendor (s). Service Bundle B is defined in section II (Scope of Services) of this document.

For Service Bundle C, a maximum of $2,100,000 is available for the selected vendor (s). Service Bundle C is defined in section II (Scope of Services) of this document.

For Service Bundle D, a maximum of $150,000 is available for the selected vendor (s). Service Bundle D is defined in section II (Scope of Services) of this document.

Contract renewal is possible for up to three (3) additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be required. The meeting will be on March 14, 2011 at 1:00pm at the following location.

Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building, Sullivan Street, 1st Floor, Room 198
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the mandatory pre-bid meeting. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for
proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Mawuna Gardesey  
Chief, Center for Family Health Research & Epidemiology  
E-mail Address: mawuna.gardesey@state.de.us

**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 Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Mawuna Gardesey is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by March 7, 2011 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at [http://bids.delaware.gov](http://bids.delaware.gov)

Following the pre-bid meeting 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.

**Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) 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. In the case of such exception, communication may not include an active RFP.
I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State’s health;
- promoting positive lifestyles;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

In 2004, the Governor appointed the Infant Mortality Task Force to identify risk factors and implement interventions to prevent infant mortality and reverse the infant mortality rate increases in the State of Delaware. The task force produced twenty recommendations for implementation.

Delaware’s infant mortality rate of 8.5 deaths per 1000 births is higher than the US. rate of 6.8 deaths per 1000 (2003-2007). Racial, ethnic, and geographic disparities affect birth outcomes. The average infant mortality rate among blacks in Delaware was 15.5/1000 in 2003-2007, compared to 5.9/1000 for whites.

Women with a history of poor birth outcomes are more likely to experience a problematic pregnancy or complications at delivery. These problems and complications may be medical or psycho-social in nature. The health of women prior to conception affects both the duration of pregnancy and delivery. An infant’s health is also affected by behaviors and practices of women prior to and during pregnancy.
To address this problem, the Governor’s Infant Mortality Task Force recommended improving access to high quality preconception care, prenatal care and interconception care. These recommendations have been constituted in the Healthy Women Healthy Babies program (see appendix I for model) and include:

Service Bundle A:
Medical examination, Height and weight measurements, Blood pressure, Clinical breast examination, Papanicolaou smear and pelvic exam, Screening for chronic diseases, Family Planning, Risk Assessment (family violence, sexually transmitted infections, Nutrition) Health Promotion (immunizations, Breastfeeding, Physical activity).

Service Bundle B:
Mental health diagnosis and counseling, Medical social work.

Service Bundle C:
Enhanced prenatal care, which includes wrap-around services for high-risk women. Interconception visits at 2 weeks, 6 weeks and 6 months post-partum.

Service Bundle D:
Nutritional assessment and counseling.

B. Project Goals

The goal of this project is improve birth outcomes across the state by improving access to high quality preconception, prenatal and interconception care and collecting the requisite data to evaluate and improve the effectiveness of the program. Priority populations to receive these services will include women with a history of poor birth outcomes, African American women, and other high risk populations (defined in Section II), thereby reducing the infant mortality rate. Under this project, women of reproductive age are defined as women from menarche to menopause.

Partnerships with non-profit agencies, state agencies and communities are intended to strengthen the infrastructure and capacity for preconception and prenatal care.

Multiple contracts will be awarded.
II. SCOPE OF SERVICES

A contractor may directly provide any or all of the Service Bundles but must assure access to all four Service Bundles to patients either through a referral agreement or other such mechanism.

All bidders must indicate in their proposal which service bundles they will directly provide, how many units of that bundle they project to provide, at the rates identified in the budget worksheet, and to how many women.

Potential bidders should submit proposals for a comprehensive program package. Applications must address provision of all services for each selected service bundle as defined in the following sections describing service bundles A, B, C and D. Additionally, bidders must define in their proposal those services that they currently provide, services provided on-site, off site, or by referral. Proposals must include, based on the bidder’s selected bundles, services for non-pregnant women of reproductive age including pre- and interconception periods, and/or pregnant women. The bidder’s proposal must serve the populations and service categories reflected in the following table:

<table>
<thead>
<tr>
<th>Service Bundle</th>
<th>Population</th>
<th>Service Category</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bundle A</td>
<td>Preconception</td>
<td>Preconception Care</td>
<td>Medical examination, Height and weight measurements, Blood pressure, Clinical breast examination, Papanicolaou smear and pelvic exam, Screening for chronic diseases, Family Planning, Risk Assessment (family violence, sexually transmitted infections, Nutrition) Health Promotion (immunizations, Breastfeeding, Physical activity) Mental health diagnosis and counseling, Medical social work</td>
</tr>
<tr>
<td>Bundle B</td>
<td>Preconception Women, Pregnant Women</td>
<td>Psychosocial Intervention</td>
<td>Enhanced prenatal care, which includes wrap-around services for high-risk women. Interconception visits at 2 weeks, 6 weeks and 6 months post-partum. Nutritional assessment and counseling</td>
</tr>
<tr>
<td>Bundle C</td>
<td>Pregnant Women, Interconception</td>
<td>Prenatal Care, Interconception Care</td>
<td></td>
</tr>
<tr>
<td>Bundle D</td>
<td>Preconception Women, Pregnant Women</td>
<td>Nutrition Counseling</td>
<td></td>
</tr>
</tbody>
</table>
Proposals should reflect innovation and best practices, and address the cultural competence of the staff/agency.

Potential bidders will provide evidence of partnerships with state agencies, non-state agencies, or other providers who may participate in preconceptional and/or a comprehensive system of prenatal and postpartum care.

Potential bidders are required to prioritize the clearly and concisely defined target population to be served as well as the service area.

**Target Population**
African American/black women

Participants and women with a history of poor birth outcomes such as a previous low birth weight delivery (≤ 2500 grams), premature birth (< 37 weeks gestation), infant death (mortality at ≤ 12 months of age), or fetal death/stillbirth (weight of at least 350 grams or if weight unknown, at least 20 weeks gestation at demise).

**Risk Factors**
- Chronic disease (diabetes/pre-diabetes and high blood pressure)
- Maternal age under 18 or over 35
- Late entry into prenatal care (after 1st trimester)
- Risk for birth defects (exposure or family history)
- At or below 300% FPL
- High stress (self-report, Perceived Stress Scale)
- Mental illness (based on diagnosis or depression scale)
- BMI at or above 30 (obese)

Potential bidders must include a baseline number of participants to be served during the first year of the contract for each service bundle selected for application. This baseline number will be used in the establishment of Performance Measures for subsequent funding.

Additionally, bidders must provide statistical data as evidence of program progress if services as defined in bundles A,B, C, and D are currently provided. Statistical data include, but are not limited to vital statistics, surveillance, national and/or federal databases, and any data collected internally or submitted to the Division as part of a previous contract. All data included within the bid must be accurately cited or referenced, and if web-based, a working url must be provided.
Potential bidders will provide a work plan, timeline, and budget for the first eleven months of the project and a separate projected work plan, timeline, and budget for two additional years. The plan and budget should reflect long term sustainability including but not limited to plans to seek third party reimbursement.

Under this RFP, selected bidder’s performance will be evaluated. Bidders must comply with the requirements set forth by the Division for evaluation.

**Reporting Requirements**

The bidder is required to submit reports containing individual level data on all women served by the program. The cost for data collection is built into the reimbursement rates. The monthly report is defined as a detailed summary of services including but not limited to the number of units of service provided by bundle type by method of payment; the number of referrals for each program service (i.e., as defined by the list of services in the Scope of Services section above); the number of unduplicated participants served by each program. The Division reserves the right to modify the reporting methodology at any time under this RFP.

**III. SPECIAL TERMS AND CONDITIONS**

A. **Length of Contract**

Contract term is 12 months with the possibility of renewal for up to three additional years contingent on funding and additional needs to be addressed.

B. **Subcontractors**

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.

The proposed subcontractors must be approved by the Division of Public Health.

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;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next 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. 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.

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 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.

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 (due date: April 18, 2011 at 12:00pm).

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). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications 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.

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.

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)

I. Standard Contract

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. 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. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder’s legal group.

V. BUDGET

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

Applicants shall also 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 one set of up 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 their proposals with the exception that one copy of a Cover Letter along with one copy each of the completed and signed Bidders Signature Form (Appendix C), Certification Sheet (Appendix D), Statements of Compliance Form (Appendix E), and Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Appendix F) be submitted in hardcopy with original signature with their CDs. Please also include PDF versions of these forms on your CDs.

The cover letter should include: bidder recognition of all addenda posted on the RFP website (http://bids.delaware.gov) relative to this RFP, a statement confirming the proposal remains effective through the date shown in (D) below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

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 18, 2011 at 12:00pm. Later submission will be cause for disqualification.

C. Opening of Proposals

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.

D. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2012. The State of Delaware reserves the right to ask for an extension of time if needed.

E. 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.

F. 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 or increase obligation for a vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
G. 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.

H. Notification of Acceptance

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

I. 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:

Mawuna Gardesey  
Chief, Center for Family Health Research and Epidemiology  
Email: mawuna.gardesey@state.de.us  
Fax: (302) 739-6653

Deadline for submission of all questions is March 7, 2011. Written responses will be faxed or emailed to bidders no later than March 28, 2011. Responses will also be posted on the RFP website at www.bids.delaware.gov. Please include your fax number and/or your email address with your request.

J. Amendments to Proposals

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.

K. 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.
L. 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.

M. 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.

N. RFP and Final Contract

The contents of the RFP will be incorporated 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.

O. 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.

All terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

P. Cost of Proposal Preparation

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertisement</td>
<td>February 14, 2011</td>
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<tr>
<td>Questions Due</td>
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<tr>
<td>Answers to Questions</td>
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R. 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 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,
VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, 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.

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<tr>
<th>Category</th>
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<tr>
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<td>1. Qualifications of vendor</td>
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<tr>
<td>a) Administrative Oversight</td>
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<tr>
<td>b) Past experience in successfully operating quality programs of a similar type and with a similar population</td>
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<tr>
<td>c) Quality Assurance Program details</td>
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<td>d) Available resources</td>
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<td>2. Methodology Proposed</td>
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<td>a) services proposed fit needs as expressed in RFP</td>
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<td>b) proposed activities follow a logical sequence</td>
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<td>c) adequacy of workplan &amp; timeline schedules</td>
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<td>d) builds on existing work of the Division’s planning efforts</td>
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<td>3. Responses to Scope of Services, Section II.</td>
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</table>
4. Evaluation of the proposed costs as they relate to the proposed service delivery.

| Total:           | 100 |

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

**B. 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.

**C. 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.

D. 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 the rating process. 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.
APPENDIX A:

BUDGET SUMMARY SHEET
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APPENDIX B:

BUDGET WORKSHEET
### Bundle Services A: Clinical Interventions/Risk Assessment/Health Promotion

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Bundle Services C: Prenatal Care and Interconception visits (2 wks, 6 wks & 6 mo.)

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Total Rate

Bundle Services D: Nutrition/Obesity Prevention Services

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Total Rate
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, ASSIGN, 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
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
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
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 EIN# __________________________________________________________

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 COMMSSION 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 subject 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 contact:
L. Jay Burks
Office of Minority and Women Business Enterprise
(302) 739-4206
Fax (302) 739-5561
APPENDIX G

Contract Boilerplate
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
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.
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,
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:

_____________________________________________________________________

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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
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
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.
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
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 subcontractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.
E. Authorized Signatures:

For the Contractor:

________________________
Signature

________________________
Name (please print)

________________________
Title

_______________
Date

For the Department:

________________________
Rita M. Landgraf
Secretary

________________________
Date

For the Division:

________________________
Karyl T. Rattay, MD, MS, FAAP, FACP

_______________
Date
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.
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 E.I. 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

Invoice Template
### Instructions
- Input values in pink shaded cells ONLY - the rest will be calculated for you
- BE SURE THAT YOU CHECK HEADER AND FOOTER INFORMATION AND THAT IT REFLECTS CORRECTLY BEFORE SENDING

<table>
<thead>
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<th>HWHB Invoice#:</th>
<th>Service Dates:</th>
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</thead>
</table>

#### Bundle Services A: Clinical Interventions/Risk Assessment/Health Promotion

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#### Bundle Services C: Prenatal Care and Interconception Visits (2 wk, 6 wk & 6 mo)

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#### Bundle Service D: Nutrition/Obesity Prevention Services

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<td>$</td>
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</tbody>
</table>

**Grand Total Patients**: 0

**Grand Total**: $
APPENDIX I

Healthy Women/Healthy Babies Program Model
HWHB
PROGRAM
MODEL

DELWARE HEALTH AND SOCIAL SERVICES
Division of Public Health
Center for Family Health Research and Epidemiology
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Background on the Healthy Women Healthy Babies (HWHB) Program

The Healthy Women Healthy Babies (HWHB) program provides preconception and prenatal care for women who are at risk for poor birth outcomes. The program targets African-American women as well as women whose most recent pregnancy resulted in a poor birth outcome. In addition to these risk factors, a woman can be enrolled in the program if she presents with at least two out of a specified list of health or socioeconomic conditions, such as a BMI greater than or equal to 30 or a Federal Poverty Level at or below 300%. The intent of the program is to promote the health of at-risk women of reproductive age particularly prior to conception, which has been shown to improve pregnancy-related outcomes.¹

Through the HWHB framework, enrolled women receive a broad set of ACOG/CDC/USPSTF-mandated preconception and prenatal care services at participating clinic sites located throughout the State of Delaware. The Delaware Division of Public Health (DPH) reimburses the sites based on the four bundled service options available to women in the program. These bundle services are as follows:

- **Bundle Service A: Preconception Care**;
- **Bundle Service B: Psychosocial Care**;
- **Bundle Service C: Prenatal Care**;
- **Bundle Serve D: Nutritional Care**.

At each patient visit, the participating clinic sites enter the diagnostic and screening results of the mandated services into an online data collection module. In addition to amassing these results, the data collection module also reminds the sites of the frequency by which each of these mandated services should be performed. Through effective use of this data collection module, the HWHB program will help measure and manage the risk factors associated with poor birth outcomes in the population of at-risk women over a period of time.

Need for the Healthy Women Healthy Babies (HWHB) Program

In 2004, Delaware’s then-Governor, Ruth Ann Minner, appointed an Infant Mortality Task Force (IMTF) to investigate the reasons for Delaware’s increasing infant mortality rate. In May 2005, the IMTF issued a report that included twenty (20) recommendations to reduce the number of Delaware babies who die before their first birthday (infant mortality) and eliminate the racial disparity in the rate at which these babies die. In addition, the Delaware Healthy Mother and Infant Consortium (DHMIC) was launched as a successor to the IMTF to advocate for, and oversee, the implementation of the recommendations of the Task Force. In 2009, the DHMIC established the HWHB plan as a statewide preconception and prenatal health care program to meet the needs of many of the report’s recommendations.

The need for the HWHB program as a means to answer to the state concerns on infant mortality cannot be understated. According to the *State of Delaware 2010 MCH Needs Assessment* [Maternal and Child Health Title V Five Year Needs Assessment], several poor birth outcome indicators are listed within the top ten maternal and child health state priorities.²
These indicators and their respective state priority goals include:

- **Infant Mortality**: Reduce infant mortality and eliminate the disparity in infant mortality for Black women;
- **Low Birth Weight**: Reduce low birth weight (less than 2500 grams) and very low birth weight (less than 1500 grams) deliveries;
- **Preterm Births**: Reduce births occurring between 32 and 36 weeks gestation.

In addition to these three indicators, poor preconception and prenatal health are associated with another top state priority, *Obesity Among Women of Childbearing Age*.

The unfavorable rates of these poor birth outcome indicators attest to the need in Delaware for a well-designed preconception and prenatal initiative such as the HWHB program. Indeed, as shown in Figure 1, the infant mortality rate in Delaware continued to increase in the early 2000s to an average level of 8.54 deaths per 1,000 live births during the 2003-2007 period.iii

During this same five-year period, the primary cause of infant death in Delaware was low birth weight and prematurity.iii Preliminary 2008 data indicate that Delaware had the 16th highest percentage of low birth weight births (births less than 2,500 grams) in the nation at 8.5%.iv The percentage of infants born at low birth weight in Delaware continued to increase in the early 2000s to 9.28% during the 2003-2007 period (Figure 2).iv This compares to the U.S. average of 8.05% during this period (Figure 2).iv On an annual basis, the percentage of low birth weight infants born in Delaware has consistently been significantly higher (α = 0.05) than the overall U.S. percentage (Figure 3).iv Table 1 shows the reported annual percentages of very low birth weight and low birth weight infants in the 1999-2007 period.iv

With regard to preterm birth, Delaware had the 16th highest preterm birth rate (less than 37 weeks of completed gestation) in the nation at 12.9% according to preliminary 2008 data.iv,v The preterm birth rate for the U.S. was 12.3% in 2008 and 12.7% in 2007.iv Table 2 provides comprehensive preterm birth data for Delaware up to 2006. In 2006, Delaware reported a preterm birth rate of 13.69% which was an increase of 8.40% from the reported 12.63% of infants born premature in 1998.ix These numbers are consistent with the lower U.S. average of 11.47% in 1998 compared to 12.73% in 2006 (Table 2). On an annual basis, the percentage of preterm births in Delaware has consistently been significantly higher (α = 0.05) than the overall U.S. percentage (Figure 4).iv

**Target Population for the HWHB Program**

The targeted population groups for the HWHB program are as follows:

- African-American women;
- Women whose most recent pregnancy resulted in a poor birth outcome such as infant death, low birth weight delivery, premature birth, or stillbirth.
The disparities in the rates of poor birth outcome indicators between race/ethnicity categories explain why the HWHB program focuses on the African American community. Like the overall nation, Delaware’s infant mortality disparity ratio has remained consistently high with African American women approximately two and a half times more likely to experience an infant death compared with White women (Figure 5).\textsuperscript{i,ii} When the infant mortality rate is stratified by educational status, the disparity in infant mortality rate between African American women and White women in Delaware actually increases with higher levels of educational attainment (Figure 6).\textsuperscript{vi} Furthermore, according to the results of Delaware’s 2008 Pregnancy Risk Assessment Monitoring System (PRAMS), less than half of African American women reported being happy or very happy when they found out they were pregnant; this was significantly lower than among White women.\textsuperscript{vii} Likewise, a significantly higher percentage of African American women compared to White women said that they always or often were depressed following their pregnancy.\textsuperscript{vii} Such results were found consistently throughout the analysis of PRAMS data,\textsuperscript{vii} and correspondingly, highlight the importance of improving preconception and prenatal care for African American women.

Women whose most recent pregnancy resulted in a poor birth outcome are also targeted in order to uncover what circumstances resulted in the poor birth outcome and what can be done to prevent another such event from occurring again.

In addition to African American women and women whose most recent pregnancy resulted in a poor birth outcome, a woman can be enrolled into this preconception and prenatal care initiative if she presents with at least two of the following health or socioeconomic conditions:

- BMI greater than or equal to 30;
- Chronic disease (patient has a history of or presents with asthma, cancer, COPD, diabetes and/or hypertension);
- Federal Poverty Level at or below 300%;
- High stress (based on a self-reported Perceived Stress Scale);
- Late entry into prenatal care (after first trimester);
- Maternal age under 18 or over 35;
- Mental Illness (based on clinical diagnosis and/or self-reported Patient Health Questionnaire);
- Risk for birth defects (based on environmental toxins, family history, and/or personal history).

The salience of these behavioral, financial, and health risk factors in Delaware has been recently studied. Women who have had a pregnancy that resulted in a fetal or infant death were investigated through a Perinatal Periods of Risk (PPOR) analysis as designed by CityMatCH.\textsuperscript{viii} A PPOR analysis on the fetal and infant deaths that occurred in Delaware in the 2002-2006 period indicated that the infant mortality rate was particularly driven by African American women delivering very low birth weight babies (VLBW).\textsuperscript{ix} Based on these results, the CityMatCH protocol suggests an increased emphasis on

\textsuperscript{1} Disparity Ratio = Infant mortality rate of a group of interest / Infant mortality rate of a comparison group.
mitigating the behavioral, economic, health, and social disparities of mothers in these communities. Given the specific yet diverse inclusion criteria above, the HWHB program aligns well with this recommendation.

**Key Stakeholders for the HWHB Program**

Various stakeholders have been engaged in the development, adjustment, and implementation of the HWHB program since its establishment. Given the increasing interest and support of the HWHB program, it is believed that new partnerships among health-related entities will take place and current partnerships will be better aligned and integrated. Key stakeholders for the HWHB program include:

- DHMIC;
- Delaware Fetal and Infant Mortality Review (FIMR);
- Preconception Care Program;
- Women, Infants, and Children program (WIC).

Participating clinical and provider sites are located throughout Delaware and include the following:

- Christiana Care;
- Dr. Cecil Gordon;
- Delmarva Rural Ministries;
- La Red Health;
- Planned Parenthood of Delaware;
- St. Francis Health;
- Westside Family Health.

Services linked to the HWHB program include the following:

- **Dental.** Uninsured/underinsured women with caries or other dental disease will be referred to dental clinics at Northern or Southern Health Services or other sites that provide dental services;
- **Diabetes.** Women with diabetes who are seen at a facility where a Certified Diabetes Educator (CDE) is located will be referred to the CDE for services;
- **Genetics/Birth Defects.** Clients at risk for birth defects (taking anticoagulants, anti-epileptics, or isotretinoin) or with a family history of birth defects will be referred to genetics counseling;
- **Immunizations.** HWHB service delivery sites will receive vaccines for use with women of reproductive age. Vaccines provided include Tdap or Td for women over age 18 years (refer to CDC Adult Immunization Schedule), MMR, HPV, Influenza, Varicella, and Hep B. Vaccines are provided at no cost to the site and should be distributed at no cost to the client;
- **Newborn Screening (PKU).** Mothers with PKU may have infants born with mental retardation. Adhering to a low phenylalanine diet from preconception through pregnancy can prevent this from occurring. The Newborn Screening program will work to educate women of reproductive age with PKU about the risks of not adhering to the appropriate diet;
• Nutrition. Uninsured/underinsured women in need of nutrition services will receive services on-site or be referred to a nutritionist (contracted) at Northern or Southern Health Services clinics;

• Screening for Life (SFL). HWHB target population overlaps with SFL target population. Program policies and procedures will ensure no double billing for the same service;

• Smart Start. High-risk pregnant or postpartum women will be referred to Smart Start if a comparable program is not available at the health facility. Smart Start also serves at-risk or medically fragile infants;

• Smoking/Tobacco Use. All women who smoke or are exposed to second-hand smoke will be referred to the Delaware Quitline/Quitnet if a comparable smoking cessation program is not available at the health facility;

• STD Prevention. Women served at Public Health Clinics receive free or reduced cost STD testing. Testing is done through the Public Health Laboratory. Many of the HWHB providers are also Title X providers who participate in the reduced cost testing;

• Title X – Family Planning. HWHB target population overlaps with Title X target population. Program policies and procedures will ensure no double billing for the same service.

HWHB Program Services

Given the need to reduce poor birth outcomes, the recognized target populations in which to address this need, and the available resources and stakeholders, the HWHB program was implemented by DPH [“We”] with the following four fundamental principles in mind:

1. We believe that women’s wellness through preconception care is not simply a new “visit type”. Rather, it is a way of looking at how care is delivered to women of reproductive age.

2. We will capitalize on the work of existing DPH programs that already address many areas important for preconception health (e.g., comprehensive cancer screening, diabetes management, family planning, immunizations, infant mortality elimination, newborn screening, Smart Start and healthy homes, STD/HIV prevention, tobacco prevention, WIC).

3. We are committed to developing strategies to view every encounter with a woman of childbearing age as an opportunity for health promotion and risk reduction through the life course.

4. Whenever feasible, we will align funding and resources to decrease duplication and enhance mutually reinforcing systems and messages.

Through extensive discussion with an array of stakeholders, the HWHB program was designed with four bundled service options, each set up for the particular needs of an enrolled woman at the time of visit. These bundle services and their reimbursement structures as established by DPH are as follows:

• Bundle Service A: Preconception Care. Includes services for clinical interventions, risk assessment, and health promotion;

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<th>SFL</th>
<th>Title X</th>
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</table>

64
- **Bundle Service B: Psychosocial Care.** Includes series for psychological intervention:

<table>
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</tr>
</thead>
<tbody>
<tr>
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<td>$50</td>
<td>$5</td>
<td>$5</td>
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</table>

- **Bundle Service C: Prenatal Care.** Includes services for prenatal care and interconception visits:

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<tbody>
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<td>$120</td>
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<td>$20</td>
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- **Bundle Service D: Nutritional Care.** Includes services for nutrition and obesity prevention services:

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</table>

The HWHB program services in each of these bundles align with current best and recommended practices as outlined by the American Association of Pediatrics (AAP), the American Congress of Obstetricians and Gynecologists (ACOG), the CDC, and the United States Preventive Services Task Force (USPSTF) as described below:

- **AAP and ACOG Guidelines.** AAP and ACOG have assembled the main components of preconception care under four categories: Maternal Assessment, Vaccinations, Screening, and Counseling. The intended composition of these categories is as follows:
  - **Maternal Assessment.** Family History, Behaviors, Obstetric History, General Physical Exam;
  - **Vaccinations.** Rubella, Varicella, Hepatitis B;
  - **Screening.** HIV, STDs, Genetic Disorders;
  - **Counseling.** Folic Acid Consumption, Smoking and Alcohol Cessation, Weight Management.

All of the recommended services outlined above are services listed in the HWHB module.

- **CDC Guidelines.** The CDC outlines ten recommendations relevant to improving preconception care. These recommendations and the HWHB services that correspond to these recommendations are provided in Table 3. The CDC indicates fourteen clinical practice guidelines for which scientific evidence has demonstrated success in enhancing pregnancy outcomes. These fourteen clinical practice guidelines and the HWHB services that align with these guidelines are listed in Table 4.
Given the vast clinical research underpinning these practice guidelines and the fact that the HWHB module answers to all of them, many of the services presented in the HWHB module have been shown to improve preconception and prenatal health.

- **USPSTF Guidelines.** The USPSTF maintains a list of services that should be offered to patients based on the patient’s age, sex, family history, pregnancy status, and other characteristics. A “grade” that establishes whether or not the service should be performed is then assigned to each of these services based on well-documented standards of care and respected clinical research. The USPSTF also indicates the frequency for when each of these services should be performed. Table 5 displays the recommended services (i.e., grades “A” and “B”) for the HWHB target population and the frequency when these services should be provided. All of the services listed in Table 5 are found in the HWHB module. Accordingly, the HWHB module features services that are measured on a well-documented and consistent basis.

### Intended Outcomes and Impacts of the HWHB Program

The intent of the HWHB program is to promote the health of at-risk women of reproductive age particularly prior to conception. The services outlined in the HWHB module help meet this objective since they these services align with current best practices and respected guidelines. As outlined in the HWHB logic model (Figure 7), the intended outcomes for the population of enrolled women include:

- Decrease BMI;
- Increase in breastfeeding;
- Increase in diagnosis and treatment of depression;
- Increase in early entry and frequency of prenatal care (Adequacy of Prenatal Care Utilization);
- Increase in parenting self-efficacy;
- Increase in planned pregnancies;
- Increase in proper birth spacing;
- Increase in proper nutrition.

It is anticipated that the overall improvement of these intended outcomes will enhance pregnancy-related outcomes for women in the targeted population groups. The HWHB logic model (Figure 7) lists the desired impacts of the program as follows:

- Decrease in birth defects;
- Decrease in disparity ratio of poor birth outcomes;
- Decrease in infant mortality;
- Decrease in LBW and VLBW babies;
- Decrease in premature births.
In addition to these measureable outcomes, one of the noteworthy features of the HWHB program is its alignment with the life course approach, a model that conceptualizes birth outcomes as the end product of the entire life course of the mother leading up to the pregnancy and not simply only the nine months of pregnancy. The life course approach recognizes that a multifaceted interaction of behavioral, biological, environmental, psychological, and social factors contribute to health outcomes throughout the course of an individual’s life. Recent public health and social science literature suggests this model to be a robust indicator of individual and community health and encourages its application in the health care field.

As demonstrated by the HWHB logic model (Figure 7), the HWHB program aligns with the tenets of the life course model. The preconception program gives enrolled women the tools to maintain a healthy weight, eat a nutritious diet, include adequate amounts of folic acid daily, manage chronic disease, understand and mitigate environmental risk factors around them, and work toward achieving or maintaining a tobacco and substance free lifestyle. Through these highly vetted and comprehensive efforts, the HWHB program helps enrolled women meet both the objectives of their respective reproductive life plans and personal health goals.

**Evaluation Criteria of the HWHB Program**

Using the HWHB data collection model, the diagnostic and screening results of the service measures for each enrollee are aggregated. The aggregated results are then separated into two categories: service measure results that take place at the first time an enrollee is entered into the program (defined as “baseline measures”) and service measure results that occur when an enrollee comes for a subsequent visit (defined as “pair measures”). Both baseline measures and pair measures can be assessed for preconception care visits as well as prenatal care visits. An example of a baseline measure would be “the percentage of distinct enrollees who have a BMI greater than 30” while the corresponding pair measure would be “the net change [over a designated period] in BMI among enrollees who have a BMI greater than 30.” To assess impact in various segments of the targeted population, these measures can also be stratified; for example, “the percentage of distinct African American women enrolled who have a BMI greater than 30.”

These baseline and pair measures are summarized in the eight intermediate outcomes listed in the HWHB logic model (Figure 7). The complete list of baseline and pair measures is located under the “Maternal Assessment”, “Screening”, and “Counseling” categories in Tables 4, 5, 6, and 7 in the *HWHB Evaluation Protocol*. The *HWHB Evaluation Protocol* also provides comprehensive details on how the overall effectiveness and efficacy of the HWHB program will be assessed.

**Conclusion**

Through a network of diverse yet integrated stakeholders, the HWHB program provides preconception and prenatal care for women who are at risk for poor birth outcomes. The populations targeted by this
initiative are African-American women as well as women whose most recent pregnancy resulted in a poor birth outcome. Woman with at least two out of a specified list of health or socioeconomic conditions can also be enrolled in the program. Sites participating in the HWHB program are provided with a data collection module that clearly lists the ACOG/CDC/USPSTF-mandated preconception and prenatal care services to be performed on the enrolled women. These services are organized into four patient-specific bundles – preconception, psychosocial, prenatal, and nutrition – and sites are reimbursed by the number and type of bundled services completed.

The intent of the program is to promote the health of at-risk women of reproductive age, particularly in the preconception category. In doing so, the HWHB program seeks to improve upon a set of intermediate outcomes, which in turn, leads to a reduction in poor birth outcomes in the targeted population groups. The HWHB program also aligns with the life course approach, and through its meticulous design, can be evaluated for both its effectiveness and efficacy in improving maternal and feto-infant health indicators.

END TEXT
Five-Year Average Infant Mortality Rates, Delaware & U.S.

**Figure 1: Five-Year Average Infant Mortality Rates, Delaware & U.S.**

Five-Year Low Birth Weights (LBW) As Percentage of Births

**Figure 2: Five-Year Low Birth Weights (LBW) As Percentage of Births.**

2006 data used for 2007 U.S.
Low Birth Weights (LBW) As Percentage of Births, Delaware & U.S.

Preterm Births As Percentage of Births, Delaware & U.S.

Figure 3: Low Birth Weights (LBW) As Percentage of Births, Delaware & U.S.\textsuperscript{iv}
2006 data used for 2007 U.S.

Figure 4: Preterm Births As Percentage of Births, Delaware & U.S.\textsuperscript{iv}
Five-Year IMR Disparity Ratios, Delaware & U.S.

Five-Year Intervals

Disparity Ratio (IMR Blacks/IMR Whites)

U.S. Delaware

2007 U.S. Data Not Available

Figure 5: Five-Year IMR Disparity Ratios, Delaware & U.S.iii

IMR by Education Strata, Mothers Aged 18-24

Education Strata

<9 Grade 9-11 Grade HS Grad 1-3 College >3 College

IMR Per 1,000 Births

White Non-Hispanic Black Non-Hispanic

N/S *

Figure 6: IMR by Education, Mothers Aged 18-24, Delaware 1996-2005.iv
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Table 1: Very Low Birth Weight & Low Birth Weight Percentages, 1999 – 2007.
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<thead>
<tr>
<th>Recommendation</th>
<th>HWHB Correlate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recommendation 1. Individual Responsibility Across the Lifespan.</strong> Each woman, man, and couple should be encouraged to have a reproductive life plan.</td>
<td>Family Planning &amp; Reproductive Life Plan</td>
</tr>
<tr>
<td><strong>Recommendation 2. Consumer Awareness.</strong> Increase public awareness of the importance of preconception health behaviors and preconception care services by using information and tools appropriate across various ages; literacy, including health literacy; and cultural/linguistic contexts.</td>
<td>Family Planning &amp; Reproductive Life Plan</td>
</tr>
<tr>
<td><strong>Recommendation 3. Preventive Visits.</strong> As a part of primary care visits, provide risk assessment and educational and health promotion counseling to all women of childbearing age to reduce reproductive risks and improve pregnancy outcomes.</td>
<td>Depression Counseling, Folic Acid Discussion &amp; Supplementation, Healthy Diet &amp; Physical Activity Discussion, Risk Assessment, Sexually Transmitted Infections</td>
</tr>
<tr>
<td><strong>Recommendation 4. Interventions for Identified Risks.</strong> Increase the proportion of women who receive interventions as follow-up to preconception risk screening, focusing on high priority interventions (i.e., those with evidence of effectiveness and greatest potential impact).</td>
<td>Risk Assessment</td>
</tr>
<tr>
<td><strong>Recommendation 5. Interconception Care.</strong> Use the interconception period to provide additional intensive interventions to women who have had a previous pregnancy that ended in an adverse outcome (i.e., infant death, fetal loss, birth defects, low birthweight, or preterm birth).</td>
<td>Postpartum/Interconception Care Services</td>
</tr>
<tr>
<td><strong>Recommendation 6. Pre-Pregnancy Checkup.</strong> Offer, as a component of maternity care, one pre-pregnancy visit for couples and persons planning pregnancy.</td>
<td>Family Planning &amp; Reproductive Life Plan</td>
</tr>
<tr>
<td><strong>Recommendation 7. Health Insurance Coverage for Women with Low Incomes.</strong> Increase public and private health insurance coverage for women with low incomes to improve access to preventive women's health and preconception and interconception care.</td>
<td>[Overall] HWHB Program</td>
</tr>
<tr>
<td><strong>Recommendation 8. Public Health Programs and Strategies.</strong> Integrate components of preconception health into existing local public health and related programs, including emphasis on interconception interventions for women with previous adverse outcomes.</td>
<td>[Overall] HWHB Program</td>
</tr>
<tr>
<td><strong>Recommendation 9. Research.</strong> Increase the evidence base and promote the use of the evidence to improve preconception health.</td>
<td>[Overall] HWHB Evaluation Plan</td>
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Table 3: CDC Recommendations.¹
Clinical Practice Guideline | HWHB Correlate
--- | ---
**Alcohol Misuse.** No time during pregnancy is safe to drink alcohol, and harm can occur early, before a woman has realized that she is or might be pregnant. Fetal alcohol syndrome and other alcohol-related birth defects can be prevented if women cease intake of alcohol before conception. | Alcohol Misuse

**Anti-Epileptic drugs.** Certain anti-epileptic drugs are known as teratogens. Before conception, women who are on a regimen of these drugs and who are contemplating pregnancy should be prescribed a lower dosage of these drugs. | Anti-Epileptic Drug Use

**Diabetes.** The three-fold increase in the prevalence of birth defects among infants of women with type 1 and type 2 diabetes is substantially reduced through proper management of diabetes. | Insulin-Dependent & Non-Insulin Dependent Diabetes

**Folic Acid.** Daily use of vitamin supplements containing folic acid has been demonstrated to reduce the occurrence of neural tube defects by two thirds. | Folic Acid Discussion & Supplementation

**Hepatitis B.** Vaccination is recommended for men and women who are at risk for acquiring hepatitis B virus (HBV) infection. Preventing HBV infection in women of childbearing age prevents vertical transmission of infection to infants and eliminates risk for infection and sequelae, including hepatic failure, liver carcinoma, cirrhosis, and death. | Hepatitis B Status & Immunization

**HIV/AIDS.** If HIV infection is identified before conception, timely treatment can be administered and women (or couples) can be given additional information that can influence the timing of the onset of pregnancy. | HIV Screening

**Hypothyroidism.** The dosages of LevothyroxineTM required for treatment of hypothyroidism increases in early pregnancy. LevothyroxineTM dosage needs to be adjusted for proper neurologic development. | Hypothyroidism

**Isotretinoin (Accutane).** Use of isotretinoin in pregnancy to treat acne results in miscarriage and birth defects. Effective pregnancy prevention should be implemented to avoid unintended pregnancies among women with childbearing potential who use this medication. | Isotretinoin Use

**Maternal Phenylketonuria (PKU).** Women diagnosed with PKU as infants have infants with mental retardation. However, this adverse outcome can be prevented when mothers adhere to a low phenylalanine diet before conception and continue it throughout their pregnancy. | Maternal Phenylketonuria

**Obesity.** Adverse perinatal outcomes associated with maternal obesity include neural tube defects, preterm delivery, diabetes, cesarean section, and hypertensive and thromboembolic disease. Weight loss before pregnancy reduces these risks. | BMI Screening, Healthy Diet & Physical Activity Discussion

**Oral Anticoagulant.** Warfarin, which is used for the control of blood clotting, has been demonstrated to be a teratogen. To avoid exposure to warfarin during early pregnancy, medications can be changed to a nonteratogenic anticoagulant before the onset of pregnancy. | Oral Anticoagulant

**Rubella Seronegativity.** Rubella vaccination provides protective seropositivity and prevents the occurrence of congenital rubella syndrome. | Rubella Status & Immunization

**Smoking.** Preterm birth, low birth weight, and other adverse perinatal outcomes associated with maternal smoking in pregnancy can be prevented if women stop smoking during early pregnancy. Because only 20% of women successfully control tobacco dependence during pregnancy, cessation of smoking is recommended before pregnancy. | Tobacco Use

**STD.** *Chlamydia trachomatis* and *Neisseria gonorrhoea* have been strongly associated with ectopic pregnancy, infertility, and chronic pelvic pain. STDs during pregnancy might result in fetal death or substantial physical and development disabilities, including mental retardation and blindness. | Chlamydia, Gonorrhea, Sexually Transmitted Infections

Table 4: CDC Clinical Practice Guidelines.¹
<table>
<thead>
<tr>
<th>Service</th>
<th>USPSTF Grade</th>
<th>USPSTF Frequency Recommendation</th>
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<tbody>
<tr>
<td>Asymptomatic Bacteriuria</td>
<td>A</td>
<td>Once at 12 to 16 weeks’ gestation or at the first prenatal visit, if later.</td>
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<tr>
<td>Blood Pressure</td>
<td>A</td>
<td>Last Screening Date must be in the measurement year if Systolic BP between 120 to 139 mm Hg or Diastolic BP between 80 to 90 mm Hg. Last Screening Date must be in the measurement year or in year prior if Systolic BP/ Diastolic BP is less than 120/80 mm Hg.</td>
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<td>Chlamydia Screening</td>
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<td>Last Screening Date must be in the measurement year.</td>
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<td>Hepatitis B Screening</td>
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<td>First prenatal visit.</td>
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<tr>
<td>Rh Status</td>
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<td>First prenatal visit.</td>
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<tr>
<td>Syphilis Screening</td>
<td>A</td>
<td>Last Screening Date must be in the measurement year or at the first prenatal visit (if pregnant). For women in high-risk groups, many organizations recommend repeat serologic testing in the third trimester and at delivery.</td>
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<td>Tobacco Use</td>
<td>A</td>
<td>Last Discussion Date must be in measurement year.</td>
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<td>Cervical Cancer Screening</td>
<td>A</td>
<td>Last Pap Test must be in the measurement year or the two years prior to the measurement year.</td>
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<td>Folic Acid Discussion &amp; Supplementation</td>
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<td>Folic Acid Discussion &amp; Supplementation should take place at every visit.</td>
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<td>USPSTF Frequency Recommendation</td>
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<tr>
<td>HIV Screening</td>
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<td>Alcohol Misuse</td>
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<td>BMI Screening</td>
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<td>Depression Counseling</td>
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<td>Gonorrhea Screening</td>
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<td>Last Screening Date must be in the measurement year or at the first prenatal visit (if pregnant).</td>
</tr>
<tr>
<td>Healthy Diet &amp; Physical Activity Discussion</td>
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<td>Lipid Disorders in Adults</td>
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<tr>
<td>Sexually Transmitted Infections</td>
<td>B</td>
<td>Last Discussion Date must be in measurement year.</td>
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Table 5: USPSTF Guidelines.
Figure 7. Logic Model for HWHB Evaluation.

**Resources**
- DHMIC oversight and guidance
- DPH staff
- General assembly funds for Infant Mortality Elimination

**Influences**
- Advocacy organizations (e.g., AMCHP)
- DHMIC
- DPH
- Federal organizations (CDC, HRSAV, MCHB)
- Legislators

**Activities**
- Case management/care coordination
- Clinical care
- Enhanced prenatal care
- Family planning
- Genetics counseling
- Health promotion
- Mental health services
- Nurse home visiting
- Nutrition services
- Program evaluation
- Research
- Risk reduction

**Outputs**
- Number of clients in case management
- Number of clients receiving genetics services
- Number of clients receiving mental health services
- Number of clients receiving nutrition services
- Number of nurse home visits
- Number of preconception/interconception visits
- Number of risks and barriers to care
- Reproductive health plans

**Intermediate Outcomes**
- Decrease BMI
- Increase in breastfeeding
- Increase in diagnosis and treatment of depression
- Increase in early entry and frequency of prenatal care (Adequacy of Prenatal Care Utilization)
- Increase in parenting self-efficacy
- Increase in planned pregnancies
- Increase in proper birth spacing
- Increase in proper nutrition

**Impact**
- Decrease in birth defects
- Decrease in disparity ratio of poor birth outcomes
- Decrease in infant mortality
- Decrease in LBW and VLBW babies
- Decrease in premature births

**Evaluation Stages**
- Process Evaluation
- Outcome Evaluation
- Impact Evaluation
References


