



DELAWARE HEALTH
AND SOCIAL SERVICES

Division of Management Services

1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL (RFP) NO.: HSS # 12-029

FOR

External Quality Review Organization (EQRO)

FOR

Division of Medicaid & Medical Assistance (DMMA)

**Lewis Building
1901 North DuPont Highway
New Castle DE 19720**

Deposit
Performance Bond

Waived
Waived

**Date Due: July 16, 2012
11:00 A.M. LOCAL TIME**

REQUEST FOR PROPOSAL HSS # 12-029

Sealed Proposals for **External Quality Review Organization (EQRO)** for the Division of Medicaid & Medical Assistance will be **received** by:

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

Proposals will be accepted until **11:00 AM on July 16, 2012** at which time the proposals will be opened and recorded.

Obtaining Copies of the RFP

This RFP is available only in electronic form only and is accessible 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 and identify 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 State may extend the contract period for renewal if needed.

IMPORTANT: ALL PROPOSALS MUST HAVE THE RFP NUMBER, HSS NUMBER (HSS # 12-029), ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED, THE PROPOSAL WILL BE REJECTED IMMEDIATELY.

FOR FURTHER BIDDING INFORMATION, PLEASE CONTACT:

KIERAN MOHAMMED
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: (302-255-9291)
:

IMPORTANT: DELIVERY INSTRUCTIONS

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

ATTENTION BIDDERS: Your proposal must include hardcopies of a cover letter and the forms in Appendices B,C, D, & E signed and with all information on the forms completed.

The issuance of this Request for Proposals (RFP) commits the Delaware Health and Social Services, Division of Medicaid & Medical Assistance, none of the following: to award a contract; to pay any costs incurred in the preparation of a proposal or subsequent negotiations; or 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 funding limitations and processing constraints. Further, the Division reserves the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the Division determines that State or Federal funds are no longer available to continue the contract.

Entities 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 bidder to provide services in the area of External Quality Review Organization (EQRO). Contract time period is for **one (1) year with two (2) additional years, which may be offered at the option of DMMA** contingent on funding availability and contract performance.

Further Information

Inquiries regarding this RFP should be addressed to:

Gregory Roane
Social Service Senior Administrator
gregory.roane@state.de.us

FAX # 302 255 4413

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 Medicaid & Medical Assistance** staff, except those specified in this RFP, regarding this procurement. Contact between bidders and **Gregory Roane** is restricted to **emailed or faxed** questions concerning this proposal. Questions must be submitted in writing, and will be addressed in writing. All questions are due by the close of business on **May 28, 2012**. The complete list of questions and their answers will be released as an addendum to this RFP. The complete list of questions and answers will be posted as an addendum on the internet at <http://bids.delaware.gov>

Following the May 28, 2012 deadline for questions, bid-related communication is limited to Kieran Mohammed, Purchasing Procurement Administrator for Delaware Health and Social Services/Division of Management Services. The central phone number for the Procurement office is 302-255-9291.

Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware designated as contact(s) herein regarding this RFP is expressly prohibited without prior consent. Bidders 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.

REQUEST FOR PROPOSAL FOR External Quality Review Organization (EQRO)

FOR

The Division of Medicaid & Medical Assistance

I. INTRODUCTION

A. Background

Division of Medicaid & Medical Assistance

The Delaware Department of Health and Social Services (DHSS), is the single State agency responsible for the overall administration of the Medical Assistance/ Medicaid (Title XIX) and the Healthy Children's (Title XXI) programs. This administrative responsibility is designated to the Division of Medicaid & Medical Assistance. Currently there are approximately 208,000 Delawareans being served under the Medicaid program and approximately 6,700 children being served under the CHIP program, which is titled the Delaware Healthy Children's Program.

Mission:

The mission of the Division of Medicaid and Medical Assistance is to improve health outcomes by ensuring that the highest quality medical services are provided to the vulnerable populations of Delaware in the most cost effective manner.

The Division of Medicaid & Medical Assistance (DMMA) operates a managed care program called The Diamond State Health Plan as a Demonstration Waiver authorized under section 1115(a) of the Social Security Act and approved by the Centers for Medicare & Medicaid Services (CMS). Delaware's 1115 Waiver allows DMMA to:

1. Operate under a managed care delivery system;

2. Cover uninsured adults with gross income at or under the Federal Poverty Level (FPL); and
3. Extend coverage for family planning services for women who lose regular Medicaid because they no longer meet the eligibility criteria.

The Diamond State Health Plan was first implemented in January 1996. Subsequent 3-year renewals of the Waiver were approved and implemented in 2001, 2004, 2007 and 2010. The Diamond State Health Plan covers approximately eighty percent (80%) of Delaware's Medicaid and CHIP population (approximately 175,000 recipients) through two State-wide commercial Managed Care Organizations, Delaware Physicians Care, Inc., and UnitedHealthcare Community Plan. Additionally, more than 39,000 adults with income at or below 100% FPL who would otherwise be uninsured were able to receive Medicaid and income-eligible uninsured women were able to receive family planning services.

In July 2002, Diamond State Partners, a State operated enhanced fee-for-service program, was instituted within the 1115 Demonstration Waiver. Diamond State Partners currently serves approximately 4,700 members.

Effective April 1, 2012, the Diamond State Health Plan was amended to serve Delaware Medicaid's long-term care and dually eligible populations. Two of Delaware's 1915c Home & Community Waiver programs, the Elderly & Physically Disabled Waiver and the AIDS/HIV Waiver, were transitioned to the 1115 Waiver. In addition, Medicaid Nursing Facility program participants and those dually eligible for both Medicare and Medicaid not yet in need of long term care services were moved to the 1115 Waiver under the Diamond State Health Plan Plus (DSHP Plus) program.

The remainder of the Medicaid population not eligible for Diamond State Health Plan or DSHP Plus are covered by the Delaware Medical Assistance Program under fee-for-service. These include those served under the 1915c Home & Community Based Waiver program for Individuals with Developmental Disabilities, those residing in ICF/MRs and those eligible only for Family Planning services.

Delaware does not have a Medically Needy Program.

The Department of Services for Children, Youth and Their Families (DSCYF), Division of Prevention Services, authorizes all inpatient and intensive outpatient behavioral health residential services for Medicaid and CHIP children. The Division of Substance Abuse and Mental Health (DSAMH) provides wrap-around behavioral health services to Medicaid adults. School based services are provided through the Department of Education (DOE), and other public health services are provided through the Division of Public Health (DPH). DSCYF, DOE, DPH, and DMMA work closely together in the development of the Service benefits provided to beneficiaries.

DMMA has a Quality Management Strategy (QMS) that involves internal assessment and improvement activities and external quality review activities. DMMA's Quality Management Strategy is designed to evaluate and improve care across the continuum of Medicaid managed care and FFS programs. DMMA's QMS can be accessed at <http://www.dhss.delaware.gov/dhss/dmma/dshpplus.html>.

The Delaware Medicaid program currently covers the following eligible populations:

- (a) Pregnant women and infants less than one (1) year up to one hundred and eighty five-percent (185) of the FPL
- (b) Children ages one (1) to six (6) up to one hundred and thirty-three (133) percent of the FPL
- (c) Children ages seven (7) through eighteen (18) up to one hundred (100) percent of the FPL
- (d) Public assistance recipients who are participating in the TANF program or work transition Medicaid (24 months)
- (e) Certain two-parent families when the head of the household is unemployed
- (f) Persons who require institutional long-term care services are eligible if their incomes are below two hundred and fifty (250) percent of the Supplemental Security Income (SSI) Federal Benefit Rate
- (g) Seniors, disabled adults and full dual Medicare/Medicaid individuals
- (h) Workers with Disabilities

B. Project Goals

The Delaware Department of Health and Social Services is soliciting competitive sealed proposals from interested, qualified organizations to review the quality of health care provided to the Title XIX and Title XXI clients enrolled in the Diamond State Health Plan and Delaware Healthy Children Program.

The purpose of this Request for Proposal (RFP) is to provide prospective contractors with sufficient information to prepare and submit their proposals in order for DMMA to procure the services of a qualified entity to conduct required reviews related to each of the Delaware Medicaid & Medical Assistance funded Managed Care Organizations.

In order to comply with Federal regulations under 42 CFR 438.310 through 42 CFR 428.370 this RFP seeks:

To select a contractor which will conduct an annual independent compliance of Managed Care Organizations, the External Quality Review (EQR). The goal of the EQR is to measure quality outcomes, timeliness of, and access to services as well as measuring outcomes and validating Performance Improvement Projects and Performance Measures for all products.

II. SCOPE OF SERVICES

- **Experience and Qualifications**

To submit an RFP, the bidder must meet the following requirements:

Competence. The EQRO must at a minimum meet the following requirements:

- Staff with demonstrated experience and knowledge of -
 - Medicaid recipients, policies, data systems and processes
 - Managed care delivery systems, organizations and financing
 - Quality assessment and improvement methods
 - Research design and methodology, including statistical analysis
- Sufficient physical, technological, and financial resources to conduct an EQR or EQR-related activity
- Other clinical and non-clinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontractors.

Independence. The EQRO and its subcontractors are independent from the State Medicaid agency and from the MCO that they review. To qualify as "independent" -

- A State agency, department, university, or other entity may not have Medicaid purchasing or managed care licensing authority; and
- A state agency, department, university, or other State entity must be governed by a Board or similar body the majority of whose members are not government employees.

An EQRO may not -

- Review a particular MCO if either the EQRO or the MCO exerts control over the other through -
- Stock ownership
- Stock options and convertible debentures
- Voting trusts

- Common management, including interlocking management
- Contractual relationship
- Deliver any health care services to Medicaid recipients
- Conduct, on behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO except for related activities as specified in CFR 438.358
- Have a present, or known future, direct or indirect financial relationship with an MCO that it will review as an EQRO

In assessing the background of bidders for this project, DHSS will be looking for organization/organizations with overall knowledge and direct hands-on experience in the areas listed below. The proposal submitted needs to demonstrate that the individuals assigned to work on the various components of the project have such knowledge/direct experience pertinent to the particular aspect(s) of the project for which they are responsible.

Qualifications:

- Experience as an EQRO;
- Knowledge of managed care;
- Knowledge of both social and medical models of care;
- Knowledge of service evaluation of populations with acute and chronic illnesses, including behavioral health;
- Experience with, and knowledge of, the Medicaid and CHIP programs and Federal rules and regulations as they relate to medically and categorically needy programs;
- Understanding of the Delaware environment;
- Knowledge of quality assurance methodology and standards for managed care;
- Knowledge and understanding of Protocols for External Quality Review of Medicaid Managed Care Organizations.

The bidder's proposal must document the following:

- ❖ Experience as an EQRO in the last three (3) years.
- ❖ The name of the organization for which the work was provided and dates when the work was provided.
- ❖ The statement of work completed on all projects as an EQRO, including demonstration of adherence to timelines.
- ❖ Description of all prior government related experience within the past five (5) years.
- ❖ A primary point of contact for the projects, including name, address, e-mail address and phone number for each organization.
- ❖ Disclosure of any legal or disciplinary actions against the Bidder for provision of services similar to those being requested in this RFP.

- ❖ Reason for termination of any previous contract for provision of services similar to those being requested in this RFP, if applicable.

- **Statement of Work**

EQR review – The contractor will provide analysis and evaluation of aggregated information on quality, timeliness, and access to the health care services provided by the managed care organizations (MCOs) with members in Diamond State Health Plan and Diamond State Health Plan Plus. The contractor will conduct the following activities:

- ✓ Conduct annual independent compliance reviews of each MCO
- ✓ Analyze and evaluate aggregate information on quality, timeliness and access to health care services provided by MCOs to all populations in Managed Care
- ✓ Provide technical support to the State & MCOs
- ✓ Validate performance measures, outcomes and PIPs as defined in the State's Quality Management Strategy
- ✓ Evaluate MCOs Integrity Programs
- ✓ Validate MCO Encounter Data Submissions
- ✓ DMMA may request additional support for new initiatives or review activities.

- **Task Requirements**

- Analyze and evaluate aggregated information on quality, timeliness, and access to the health care services provided by EQR-related tasks include:
- Conduct annual independent compliance reviews of each MCO
- Provide detailed reporting/technical guidance regarding regulatory and contractual requirements for compliance with the 1115 Demonstration waiver and amendment, related to DSHP, DSHP Plus and DHCP (CHIP) MCOs.
- Provide technical guidance and measurement/reporting of performance measures and performance improvement projects.
- Validate Performance Improvement Projects (PIP) of the commercial managed care organizations. DMMA has mandated that each MCO conduct five PIPs. The State may select any of the topics, to include both clinical-and service-oriented issues. Currently, the State requires two mandated clinical topics: Prenatal/Postpartum Care and Inappropriate Emergency Department Utilization. Additionally, one of the five PIPs must be specific to the pediatric population, and two PIPs should be related to the DSHP Plus population and encompass both clinical and service topics.

- Validate performance measures of the commercial managed care plans, and at a minimum, four measures will be validated annually from a list supplied by the health plans. Measures selected must include ones related to the new DSHP Plus population. This will require a combination of onsite and conference call activity.
- Conduct an onsite based quality study in respect to a specific population within the Managed Care program
- Provide guidance/technical assistance for Quality Management Strategy performance measures and monitoring both onsite and through conference calls. This will be coordinated through and approved by DMMA and available to the Managed Care Organizations if requested by DMMA leadership.

DMMA will propose new projects for DSHP Plus as referenced in the Quality Management Strategy. This may include projects on adult/child behavioral health, validation of encounter data specifically related to the DSHP Plus population.

- Evaluate MCO program integrity activities.
- Validate MCO encounter data.

D. Meeting and Reporting Requirements

The EQRO shall:

- Jointly conduct onsite meetings with DMMA staff and the MCOs to review the MCOs work plans and timelines, annually.
- Conduct technical assistance and guidance approved by DMMA leadership either via conference call or onsite.
- DMMA, on occasion, may require the contractor to participate in the QMS Committee Structure (such as Quality Initiative Improvement Task Force) either onsite or via conference call, as defined and approved by DMMA.
- Conduct all activities required for external quality review findings, e.g.. annual compliance review preparations, corrective action plans and responses.
- Meet onsite with the MCOs to maintain integrity of reviews:
 - Annually after completion of all required PIPs; the MCOs will meet with DMMA and EQRO onsite or via conference call to discuss the preliminary outcomes of their PIP findings.
 - At the completion of the studies, in collaboration with DMMA, create and present the final report of findings, and corrective action plan.

E. List of Deliverables

- Detailed work plan to encompass the entire scope of contract responsibilities along with a detailed timeline. A finalized plan will be due within 30 days of the effective date of the contract and may be required to be updated periodically at the request of the State.
- Monthly status reports detailing progress toward completion of tasks for each MCO, including development, fulfillment of task plans, preliminary findings, issues encountered, implications of issues encountered, and strategies to resolve the issues.
- A detailed technical report that describes the manner in which the data from all activities conducted were aggregated and analyzed and how conclusions were drawn as to the quality, timeliness, and access to the care furnished by the MCOs. The report must include the following:
 - Objectives
 - Technical methods of data collection and analysis
 - Description of data obtained
 - Conclusions drawn from the data
- An assessment of each MCO's strengths and weaknesses with respect to the quality, timeliness, and access to health care services to DMMA beneficiaries along with specific recommendations for improvement.
- Recommendations for improving the quality of health care services provided by each MCO.
- Comparative information, if appropriate.
- An assessment of the degree to which each MCO has addressed effectively, the recommendations for quality improvement made by the EQRO during the previous year's EQR.
- The EQRO will produce a summary of EQR activities and results, suitable for distribution to recipients, advocacy groups, and members of the general public.

All components listed in this section are mandatory.

III. SPECIAL TERMS AND CONDITIONS

A. Composition and Length of Contract

The State seeks to contract with one highly qualified vendor who will develop and conduct an external quality assurance review for each of the MCOs managing services for the populations covered by DMMA programs.

Contract term is 1 (ONE) year with the possibility of renewal for up to 2 (TWO) additional years contingent on funding and satisfactory performance.

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

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 Medicaid & Medical assistance.

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 day's 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 contractor 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 contractor with thirty (30) days notice of conditions endangering performance. If after such notice the contractor fails to remedy the conditions contained in the notice, the Department shall issue the contractor 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 day's written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring/Evaluation

The contractor may be monitored on a regular basis throughout the duration of the contract. 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.

Failure to meet contract requirements may result in action by DHSS including, but not limited to, withholding of payment or termination of contract. Payments will be made based upon the contractor's successful completion of project activities and acceptance of deliverables. A reimbursement schedule should be suggested in the proposal, which will be finalized at the time of contract negotiations.

G. Payment

The State agencies or school districts work to authorize and process for payment each invoice which is determined to be payable in accordance with the terms of the contract within thirty (30) days after the date of receipt. The contractor 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

Awarded contractors are required to submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The contractor 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 contractor file and approved. The contractor is then able to be paid for services provided.

For those contractors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the contractor. Upon completion, the contractor will then fax or mail the form directly to the contractor staff at the Delaware Division of Accounting. All contractor requests, additions and changes, will come directly from the contractor. Questions for contractors who do not have internet access, contact staff at (302) 734-6827. Note: **This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a required to be done as part of the submission of the bidder's proposal.**

I. Required Reporting

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

A Usage Report (Attachment 1) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Contractor **electronically using Excel** in order to detail the purchasing of all items on this contract. The report shall be submitted as an attachment to the DMMA contract manager, who will post it to the State designated location. The report shall contain all of the required information including the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the contract. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

IV. FORMAT AND CONTENT OF RESPONSE

The bidder must describe the approach and plans for accomplishing the work outlined in the scope of services section including administrative information and relevant experience.

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

A. Bidder's Signature Form

This form, found in the Appendix B, 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: July 16, 2012 11AM**).

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 on a separate CD and marked as confidential. These items are: 1) any financial information relating to the company or organization (note: other than the RFP pricing or budget); 2) Organization Charts; 3) Excel formatted cost proposal/budget; and any additional documents that demonstrate the financial viability of the bidder organization.

E. Qualifications and Experience

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

In conjunction with other expectations that may have been mentioned or outlined elsewhere in this RFP, 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, proposals shall provide detailed job descriptions, including required qualifications and experience. A complete organizational Chart shall be provided of all positions. The bidder shall also designate a project manager, who will be the primary organizational contact for the contract, along with a detailed resume documenting the individual's background. Resumes of key staff on the project should be constructed to emphasize relevant qualifications and experience of the individuals assigned in successfully completing projects of a similar size and scope to those required by the RFP.

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

All bidders must submit proof of competency and independence.

The bidder must submit a description of the organization including:

- The date the organization was established;
- A copy of the contracting organization's Articles of Incorporation;
- Whether the organization is non-profit or for profit and any mission statement. Include the names of the principal officers and controlling share holders of the organization;
- The total number of employees in the organization;
- A copy of the organizational chart which reflects any arrangements which exist with a parent or holding company;
- A chart of the bidder's organization with names showing the individuals to be assigned to the tasks. The chart should include the title of each individual assigned;
- Location of bidder's headquarters that will be responsible for managing this contract and the nearest office. Include telephone number and contact for each;
- Any subcontractors names and addresses (if applicable);
- Description of services to be provided by subcontractors (if applicable).

Relevant Experience/Expertise of Contractor

- The bidder must describe in detail any experience that it has that is relevant to the tasks required in the RFP including experience with MCO and government agencies.
- The bidder should provide names, positions, and resumes of all those who will be working on the project and the amount of time which will be devoted to stipulated tasks. Also provide the names and resumes of other people who will be advising the project.
- The bidder should provide technical qualifications of staff operating the computer system.
- The bidder must provide a description of the qualifications of key personnel and how their previous experience will contribute to the organization's ability to perform the tasks listed in the RFP.
- If applicable, the bidder must provide detailed resumes for subcontractor personnel assigned to the project that demonstrate the individual's knowledge, ability, and experience as it relates to the tasks listed in the RFP.
- The bidder must provide documented experience of the bidder in successfully performing work on projects of a similar size and scope that are required in the RFP.
- The Bidder must indicate the name, address, telephone number, FAX number, and Employer Identification Number (EIN) of the legal entity with which the Contract is to be written. Also, the Bidder must indicate the legal status of the company (for example, corporation, sole proprietorship, and partnership) and provide documentation of the legal

status of the Bidder, such as Corporate Certificate, Authorization to Conduct Business in Delaware, etc.

- Indicate whether the Bidder or any principal officers of the company have had a contract terminated for default within the last five (5) years. Termination for default is defined as notice to stop performance delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of the performance was either:
 1. Not litigated due to inaction on the part of the Bidder; or
 2. Litigated and determined that the Bidder was in default.
- The Bidder must indicate current commitments that it maintains with any other contracts or work in progress and explain what effect these other commitments will have on the execution of the project indicate whether the Bidder or any principal officers of the company have had a contract terminated for default within the last five (5) years. Termination for default is defined as notice to stop performance delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of the performance was either:

F. Bidder References

In conjunction with other expectations that may have been mentioned or outlined elsewhere in this RFP, the names and phone numbers of at least three (3) organizations/agencies for whom the bidder 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, and include the following information: Department, Division, Contact Person (with address/phone number), period of performance, and awarded funding. 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.

The Bidder must provide the information listed below for at least three references.

- ✓ The customer name;
- ✓ The business address of each customer;
- ✓ The name and address of each customer contact;
- ✓ The telephone number of each customer contact;
- ✓ Description of work performed by the Bidder for each customer;

- ✓ The period of performance.

The references must be listed in descending chronological order. When listing multiple individual references, they must be separated by individual and then listed in descending chronological order.

“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 and/or Selection 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 contracts 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 work plan shall outline specific objectives, activities and strategies, and resources.

In conjunction with other expectations that may have been mentioned or outlined elsewhere in this RFP, the bidder should include the following information at a minimum:

- The actual number and description of staff that will be required to perform the required tasks including the project manager, and other staff required.
- A detailed work plan and schedule for accomplishing the required tasks. The bidder's response should clearly cross reference RFP section/task. The contents of the bidder's response should be designed to convince the State that the bidder's detailed plans and approach proposed are realistic, attainable, and appropriate and that the proposed plan will lead to successful task completion. Mere reiterations of RFP tasks are strongly discouraged as they do not provide insight into the bidder's understanding of and ability to complete the project.
- Internal quality assurance procedures to be used to ensure accurate, timely, and consistent decisions and reporting activities by nurse reviewers, physicians, and other allied health professionals.

- A description of current and proposed hardware systems, software to be used, and flexibility of said system to modify reports as required by the State.

H. Certification and Statement of Compliance

The bidder must include statements that the bidder 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 C & DE)

I. Standard Contract

Appendix F is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of Medicaid & Medical Assistance. 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.

The component parts of the contract between the State of Delaware and the contractor selected from the evaluation of responses to this RFP shall consist of:

1. The Delaware contract signed by all parties, including the DHSS contract boilerplate, and any subsequent amendments to that document;
2. The RFP, inclusive of appendices and exhibits;
3. Any amendments to the RFP; and
4. The contractor's proposal and any written clarifications or representations incorporated as part of the procurement process.

The order of precedence among the contract components shall be, first, the contract for professional services; second, the RFP and any amendments to it; and third, the contractor's proposal, including any clarifications requested and incorporated therein by the State of Delaware.

In the event of any conflict between the terms and provisions of the Delaware Contract resulting from this RFP and other documents executed preliminary to construction of the contract, the terms and provisions of the contract shall prevail over conflicting terms and provisions in other documents.

V. BUDGET/COST/BUSINESS PROPOSAL

Bidder will submit a line item budget describing how funds will be utilized **for each contract year (that is, 11/01/12 – 10/31/13; 11/01/13-10/31/14; and 11/01/14-10/31/15)**, using a format mirroring that in Appendix A to this RFP. Proposal must include an amount per hour along with an estimation of time per task. Contract will be a fixed price contract. Modifications to the budget after the award must be approved by the Division of Medicaid & Medical Assistance.

Bidders shall also provide a budget narrative and include a description of any factors that may have an impact on the cost and suggest a payment schedule contingent upon completion of the various tasks.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

The bidder is required to submit separate technical and business proposals.

A. Number of Copies Required

- Technical Proposal: Two (2) original **CDs** (Each Labeled as “Original”) and six (6) **CD** copies (Each labeled as “Copy”).
- Cost/Budget Proposal: Two (2) original **CDs** (Each Labeled as “Original”) and two (2) **CD** copies (Each labeled as “Copy”).
- Any required confidential, proprietary, financial or audit information relating to the bidder: Four (4) separate CDs. Note: Each CD in this set must be 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 bidder to be disqualified from bidding.

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

The cover letter is expected to include:

- the bidder's 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) Proposal Expiration Date, below; a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract and a statement confirming pricing was arrived at without collusion.

The proposals in response to this RFP must be submitted to:

Kieran Mohammed
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 proposals in response to this RFP must be received no later than 11:00 AM on **July 16, 2012**. 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 bidder.

There will be no public opening of proposals but a public log will be kept of the names of all bidder organizations that submitted proposals.

The contents of any proposal shall not be disclosed to competing bidders prior to contract award.

D. Proposal Expiration Date

Prices/costs quoted in the proposal shall remain fixed and binding on the bidder at least through **September 16, 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 bidder 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 bidders 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 bidder'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 faxed, or emailed to:

Gregory Roane
Social Service Senior Administrator
Gregory.roane@state.de.us

Fax: 302 255 4413

Deadline for submission of all questions is close of business on **May 28, 2012**. It is the State's intention that written responses will be posted no later than **June 18, 2012**. Please include the questioner's fax number and/or email address with all questions.

All questions and answers will become an addendum to this RFP and will be posted on <http://bids.delaware.gov>.

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 in the future tense.

M. Investigation of Bidder's Qualifications

The State 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 contractor. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP including any appendix, the objection(s) 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 1 year(s) 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 related to this RFP is outlined as follows:

<i>Activity</i>	<i>Date</i>
RFP Advertisement	May 14, 2012
Questions Due	May 28, 2012
Answers to Questions posted	June 18, 2012
Bid Opening	July 16, 2012 @ 11AM
Selection Process Begins	July 17, 2012
Contractor Selection (tentative)	July 30, 2012
Contract Negotiations Begin (tentative)	August 06, 2012
Contract Begins	November 01, 2012

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

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of DMMA, 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 combined recommendation of the technical review committee and the financial review committee.

The Director of the Division of Medicaid and Medical Assistance (DMMA) will review the recommendation and render a determination regarding a selected contractor. The Director of the Division of Medicaid and Medical Assistance reserves the right to reject, at her/his discretion, any and all proposals.

The review committee or the Director of DMMA may request one or more bidders to make an oral presentation.

The State reserves the right to review and negotiate all components of the project prior to awarding of a contract.

A. Proposal Evaluation Criteria

The contractor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical and a budget review panel will review all proposals utilizing the following criteria, a maximum of 100 total points. 80 points are possible through the technical review, with an additional 20 points possible through the budget/cost review. The budget panel will review the financial viability of each proposal using the Excel budget detail from Appendix A and all proprietary financial data submitted.

Category	Weight
Meets mandatory RFP provisions CD's properly submitted Forms properly submitted	Pass/Fail
1. Qualification of contractor	30
a) Administrative Oversight	
b) Past experience	
c) Quality Assurance Program details	
d) Available resources	
2. Methodology Proposed	25
a) services proposed to accomplish goals and tasks	
b) adequacy of work plan & timeline schedules	
c) assessment of value added to the work of the Division	
3. Response to Scope of Services, Section II. A – E	15
4. Bidder's ability to recruit, hire, schedule, train, and retain qualified resources	10
5. Bidder's financial viability and evaluation of the proposed costs/budget	20
Total:	100

Upon selection of a contractor, Division of Medicaid & Medical Assistance representative(s) 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 bidders' 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 bidder who:

- Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor 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.

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in 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:
Project Cost Proposal/ Budget Forms

APPENDIX #A: Cost Proposal Forms/Worksheets

THIS IS FOR ILLUSTRATIVE PURPOSES ONLY.

BUDGET MUST BE SUBMITTED USING EXCEL.(File electronically provided with RFP).

EQRO Services Project Cost Proposal Form						
Bidder:						
	Position Title	Person Hours	Hourly Rate	Staff Costs (Hrs x Rate)	Miscellaneous Costs	Total Costs
Task # 1 – Validation of performance measures of the commercial managed care plans, and at a minimum, four measures will be validated annually from a list supplied by the health plans. Measures selected must include ones related to the new DSHP Plus population.						
List Below the Information regarding individuals who will Be Assigned to This Task						
Staff SubTotal						
Miscellaneous Costs:						
Travel						
Operating & Administrative						
Sub-Contracted Costs*						
Other Costs						
Miscellaneous Sub Total						
Total Task Costs						

Notes:

Add as many rows for staff as may be necessary

The bidder should add formulas as necessary for totals
The bidder must submit the cost proposal using Excel.

	EQRO Services Project Cost Proposal Form					
Bidder:						

	Position Title	Person Hours	Hourly Rate	Staff Costs (Hrs x Rate)	Miscellaneous Costs	Total Costs
Task # 2 – Validation of Performance Improvement Projects (PIP) of the commercial managed care organizations. At a minimum, there will be one PIP assigned by DMMA. In addition, each MCO will present at a minimum one additional PIP related to the DSHP Plus population for validation.						
List Below the Information regarding individuals who will Be Assigned to This Task						
Staff SubTotal						
Miscellaneous Costs:						
Travel						
Operating & Administrative						
Sub-Contracted Costs*						
Other Costs						
Miscellaneous Sub Total						
Total Task Costs						

The bidder should add formulas as necessary for totals

EQRO Services Project Cost Proposal Form						
Bidder:						
EQRO Services Project Cost Proposal Form						
	Position Title	Person Hours	Hourly Rate	Staff Costs (Hrs x Rate)	Miscellaneous Costs	Total Costs
Task # 3 – Provide technical assistance related to insuring consistent reporting and improvement planning for performance and program integrity at both MCOs.						
List Below the Information regarding individuals who will Be Assigned to This Task						
Staff SubTotal						
Miscellaneous Costs:						
Travel						
Operating & Administrative						
Sub-Contracted Costs*						
Other Costs						
Miscellaneous Sub Total						
Total Task Costs						

Add as many rows for staff as may be necessary

EQRO Services Project Cost Proposal Form						
Bidder:						

	Position Title	Person Hours	Hourly Rate	Staff Costs (Hrs x Rate)	Miscellaneous Costs	Total Costs
Task # 4 – Provide guidance/technical assistance for Quality Management Strategy performance measures and monitoring both onsite and through conference calls. This will be coordinated through and approved by DMMA and available to the Managed Care Organizations through DMMA.						
List Below the Information regarding individuals who will Be Assigned to This Task						
Staff SubTotal						
Miscellaneous Costs:						
Travel						
Operating & Administrative						
Sub-Contracted Costs*						

Other Costs						
Miscellaneous Sub Total						
Total Task Costs						

EQRO Services Project Cost Proposal Form						
Bidder:						

	Position Title	Person Hours	Hourly Rate	Staff Costs (Hrs x Rate)	Miscellaneous Costs	Total Costs
Task # 5 – Conduct annual compliance reviews for each MCO including preliminary and final approved reports.						
List Below the Information regarding individuals who will Be Assigned to This Task						
Staff SubTotal						
Miscellaneous Costs:						
Travel						
Operating & Administrative						
Sub-Contracted Costs*						
Other Costs						
Miscellaneous Sub Total						
Total Task Costs						

Notes:

The bidder should add formulas as necessary for totals

EQRO Services Project Cost Proposal Form						
Bidder:						
EQRO Services Project Cost Proposal Form						
	Position Title		Hourly Rate			
Task # 6 Unspecified DMMA, on occasion, may require the contractor to complete additional tasks such as, participate in the QMS Committee Structure (such as Quality Initiative Improvement Task Force) or complete additional PIP's or validation of encounter data on the DSHP population, or Behavioral Health reviews as approved by DMMA.						

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EQROServices Project Cost Proposal Summary Form

		Total Person Hours	Total Staff Costs	Total Miscellaneous Costs	Total Task Costs	
Task # 1						
Task # 2						
Task # 3						
Task # 4						
Task # 5						
Totals						

Note: The bidder should add formulas as necessary for totals

APPENDIX B:
BIDDER'S 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 BIDDER:

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

APPENDIX C:
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 bidder that the bidder:

- a. is a regular dealer in the services being procured;
- b. has the ability to fulfill all requirements specified for development within this RFP;
- c. has independently determined their prices;
- d. is accurately representing their type of business and affiliations;
- e. has or will secure a Delaware Business License;
- f. has acknowledged that no contingency fees have been paid to obtain award of this contract;
- g. attests that the prices/costs in this proposal 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. attests that, unless otherwise required by Law, the prices/costs 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. Attests that 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. has 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. related to this proposal, operates as ___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. 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. 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. _____ is; _____ is 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 for professional services shall contain a prohibition regarding contingency fees as follows:

1. The contractor swears that it has not employed or retained any company or person working primarily for the contractor 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 contractor has not paid or agreed to pay any person, company, corporation, individual or contractor other than a bona fide employee

working primarily for the contractor 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.

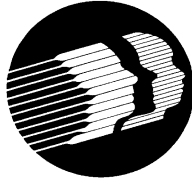
Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX D

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

As the official representative for the bidder, I certify on behalf of the agency that _____ (Bidder 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: _____

Name of official representative: _____

Title: _____

Date: _____

APPENDIX E

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



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

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

BIDDER/COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

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

<http://gss.omb.delaware.gov/omwbe/index.shtml>

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

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

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

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX F

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), 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.

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 B3 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, status as a person in a marriage versus a person in a civil union, veteran's status or any 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 in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

If termination for default is effected by Delaware, Delaware will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

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. Delaware may suspend performance by Contractor under this Contract for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Delaware to resume performance.

In the event Delaware suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

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 Department at:

To the Contractor at:

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 A– Divisional Requirements

Appendix B –Contract Budget

Appendix C- Service Description (Scope of Services)

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.

18. 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.
19. 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.
20. 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.

21. 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.
22. 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

3. 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 C. 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 (PM #40, effective 3/10/2008), 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 sub-contractors 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:

Name

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

Director

Date

CONTRACT APPENDIX A

DIVISION OF MEDICAID & MEDICAL ASSISTANCE REQUIREMENTS

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

CONTRACT APPENDIX B
SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone: _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

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

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

Attachment 1

Monthly Usage Report

State of Delaware

Monthly Usage Report	
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