



DELAWARE HEALTH
AND SOCIAL SERVICES

Division of Management Services
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS-13-015

FOR

MARKETPLACE ASSISTER ENTITY

FOR

**Delaware Health and Social Services
Division of Medicaid and Medical Assistance
1901 N. Du Pont Highway, Main Bldg.
New Castle, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: March 6, 2013
11:00 A.M. LOCAL TIME**

A **pre-bid meeting** will be held on **February 19, 2013 at 10:00am** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, Third Floor Conference Room #301, 1901 North DuPont Highway, New Castle, DE 19720.

While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290 or emailing DHSS_DMS_DMSprocure@state.de.us.

REQUEST FOR PROPOSAL # HSS-13-015

Sealed Proposals for **Marketplace Assister Entity** for the **Division of Medicaid and Medical Assistance** will be **received** by:

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

Proposals will be accepted until **11:00am on March 6, 2013**. At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **February 19, 2013 at 10:00am** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, 3rd Floor Conference Room #301, New Castle, DE 19720. For further information please call 302-255-9290.

While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation.

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

Obtaining Copies of the RFP

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

Public Notice

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

NOTIFICATION TO BIDDERS

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER (HSS-13-015) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

PROCUREMENT ADMINISTRATOR
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM 257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: 302-255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

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

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

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

Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid.

Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

Any health insurance issuer (carrier), any subsidiary of a health insurance issuer, or any association that includes members of or lobbies on behalf of the insurance industry or health insurance issuer are ineligible to respond to this RFP.

**REQUEST FOR PROPOSAL FOR MARKETPLACE ASSISTER ENTITY
FOR
DELAWARE HEALTH AND SOCIAL SERVICES**

Availability of Funds

Funds are available for the selected vendor(s) to provide services as a Marketplace Assister Entity. Contract renewal is possible for up to **1** additional year contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be held. The meeting will be on **February 19, 2013 at 10:00am** at the following location: Delaware Health and Social Services Herman Holloway, Sr. Social Services Campus Main Administration Building, Sullivan Street, 3RD Floor, Room 301 1901 N. Dupont Highway, New Castle, DE 19720

Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be posted on the internet at <http://bids.delaware.gov>.

Further Information

Inquiries regarding this RFP should be addressed to:

Crystal English
Health Benefit Exchange Sr. Administrator
Division of Medicaid and Medical Assistance Email: Crystal.English@state.de.us
Phone: 302-255-4491
Fax: 302-255-4425

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor(s) is selected and the selection is announced, bidders are NOT allowed to contact any Division of Medicaid and Medical Assistance staff regarding this procurement except those specified under Further Information in this RFP). Contact between a contractor(s) and the specified Division of Medicaid and Medical Assistance staff is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by **February 12, 2013**. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Following the questions deadline, bidder communication is limited to the Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is 302-255-9290.

Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business. In the case of such exception, communication may not include an active RFP.

**REQUEST FOR PROPOSAL FOR MARKETPLACE ASSISTER ENTITY
FOR
DELAWARE DIVISION OF MEDICAID AND MEDICAL ASSISTANCE**

I. INTRODUCTION

A. Background

The Patient Protection and Affordable Care Act of 2010 offers many challenges and opportunities to expand health care coverage and enhance the delivery of health care services in Delaware. One aspect of health care reform, known as Health Benefit Exchanges (Exchanges), will provide a foundation for organizing the insurance market and supporting purchasing of health care coverage for both individuals and employees of small businesses.

Exchanges are web-based portals where consumers can shop and compare health coverage options and enroll in a plan that best meets their needs. To facilitate this process, the Exchange will provide detailed information about each available plan, including descriptions of covered benefits, out-of-pocket costs (e.g. premiums, co-payments, total costs), available providers, and quality information. The Exchange will also provide a single application to determine eligibility for public assistance programs, including premium tax credits, cost sharing reductions, Medicaid, and the State's Children's Health Insurance Program (CHIP) known as Delaware Healthy Children.

States were presented with four main options for establishing an Exchange as follows:

1. Create and govern an Exchange that will serve the state's population;
2. Establish an Exchange in conjunction with other states and agree to a shared governance and administrative structure;
3. Enter into a State Partnership Exchange, under which the State manages plan management and/or consumer assistance and the federal government creates and manages the technical infrastructure; or
4. Cede all functionality to the federal government.

Since 2010, the Delaware Department of Health and Social Services (DHSS) through its Division of Medicaid and Medical Assistance has led the State's efforts in researching and developing a Health Benefit Exchange (Exchange) that can effectively and efficiently serve Delaware's population. Throughout 2011 the State gathered and analyzed Delaware specific data relevant to developing and financially sustaining a health insurance exchange over the long term. In 2012 the State determined that a State Partnership Exchange (SPE) was the best fit for Delaware given the small number of expected enrollees (35,000) and the risk associated with the large technical infrastructure required to operate an Exchange. An SPE is a federal (not state) exchange model.

Under a State Partnership Exchange model, Delaware will manage in-person consumer assistance, outreach and communications, and plan management functionality for the Exchange.

With respect to in-person assistance, the State will select and manage Marketplace Assisters (MPAs) and the federal government will select and manage Navigators. Based on input received from the federal government regarding the timing and scope of the federal Navigator program, the State has determined that the State MPAs will play a central and far reaching role in supporting consumer assistance for the Exchange.

The MPAs, having been trained by the State on Exchange operations and functions early in 2013, will be the main outreach arm into the communities they currently serve, acting as the first point of contact for the majority of consumers. On the start of open enrollment, MPAs will assist consumers as they explore their coverage options and provide ongoing guidance after the consumer has enrolled in a plan.

MPAs will be expected to possess 1) strong connections to the communities that the Exchange will serve, 2) ability to successfully complete comprehensive training on the Exchange and public and private coverage options available in the State, and 3) the time and resources to provide case management services, as defined by the Department of Insurance program managers, for consumers with questions and concerns that require communication and follow up with other State entities. Communities that will be served by the Exchange include but are not limited to:

- Small businesses (50 employees or less) and their employees;
- Sole proprietors and self employed individuals and their families;
- Individuals who do not qualify for employer-sponsored insurance;
- Low to moderate income individuals and families who may qualify for tax subsidies; and
- Legal residents of the United States who do not qualify for Medicaid.

Through this procurement, the State expects to contract with a wide variety of organizations to best serve these varied populations throughout Delaware's three counties.

B. Program Management

All MPA entities will be managed by a multi-agency organization, consisting of the Department of Insurance (DOI) Consumer Services Division and the Division of Medicaid and Medical Assistance (DMMA). The DOI will handle the main program management duties associated with the MPA program, while DMMA will provide support for training and administer MPA entity grants.

C. Marketplace Assister Roles and Responsibilities

Individual Marketplace Assisters will be expected to carry out the following mandatory duties:

- Provide outreach to potential client population through activities including health fairs, school activities, local consumer education activities, civic associations, etc.
 - Note that a key messaging component of outreach will focus on the importance of primary and preventive care and access to those services.
- Educate clients about the Exchange and the basic eligibility requirements for enrollment.
- Aid in the completion of the eligibility application which includes:
 - helping clients gather required verifications,
 - adhering to timeframes required for providing missing information; and,
 - completing the enrollment process
- Ensure accurate and timely completion and submission of initial and renewal applications.
- Work cooperatively with other governmental entities throughout the state.

Note that MPAs may be required to locate at the DOI office and other state facilities as determined by the State.

II. SCOPE OF SERVICES

All components listed in this section are mandatory.

DHSS seeks proposals to demonstrate how the successful contractor(s) will meet the key requirements of the Marketplace Assister entity as described below.

A. Recruit, hire, and retain individual Marketplace Assisters

If the selected contractor intends to hire Marketplace Assisters not currently employed by the contractor, within 30 days of contract, the selected contractor(s) will recruit individual Marketplace Assisters to perform the functions described in Section 1.C. Once recruited, individual Marketplace Assisters must complete the training and certification processes described in Appendix H. The selected contractor will coordinate with the State to provide individual Marketplace Assisters with the resources and information they need to complete the training and certification process.

The selected contractor(s) must also facilitate completion of State and Federal criminal background checks for individual Marketplace Assisters as outlined in Appendix H. The contractor must include the cost of completing background checks and providing results to the State within the budget worksheet for this proposal. Note that MPAs may complete training, submit all other certification documents, and begin limited outreach activities prior to final review of criminal background check results. This time period is referred to as “conditional certification.” **Under no circumstances shall MPAs with conditional certification request or otherwise receive personally identifiable or other protected information. Once final certification has been issued, the State will notify MPAs that they have been cleared to begin enrollment assistance.**

B. Develop and implement work plan for in-person outreach activities

Within 30 days of contract, the selected contractor(s) must provide to the State a work plan for in-person outreach. The work plan must include activities to be performed, target populations that the activities will reach, the physical locations where the activities will be performed, and the timeframe for completion.

Please note that communication material (including brochures and other consumer handouts) will be designed by the State's communication vendor and provided by the State to the contractor.

C. Support ongoing performance monitoring of individual Marketplace Assisters

The State may request and the contractor shall access, compile, and provide to the State activity reports on individual MPAs as necessary. Activities for individual MPAs will be tracked through the federally facilitated exchange (FFE) portal. On request, the contractor shall access the FFE portal and request activity reports, which the system will generate in a standardized format.

As requested by the State, the selected contractor(s) will facilitate communication between individual Marketplace Assisters and the State regarding performance reviews.

D. Distribute individual MPA compensation

The selected contractor(s) will be awarded a grant through the State to fund the Marketplace Assister program. The selected contractor must provide a plan for remitting compensation to the individual Marketplace Assisters from that grant funding. Within this response, the contractor must provide an estimate of the number of individual marketplace assisters it intends to compensate, a methodology for compensating individuals, and additional administrative cost categories that the contractor expects to fund. Actual cost information must not be included in the narrative response. Costs shall be enumerated in the budget worksheet only.

E. Attend meetings with Delaware Exchange leadership

Selected contractor(s) shall agree to meet with DHSS, DMMA, and/or DOI as necessary and requested.

F. Submit monthly status reports to DOI

Selected contractor(s) shall agree to submit a monthly report summarizing the following:

- Outreach activities completed, issues encountered, and potential deviations from the original outreach plan;
- Any consumer or other feedback received by the contractor; and

- General operating issues the contractor may have encountered in the previous thirty days, and the resolution of those issues;
- Budget report detailing incurred expenses for MPA activities in the previous thirty days; and
- Number of unique consumers engaged.

The State will provide to the contractor a standardized format for the monthly report to which the contractor shall adhere.

G. Ensure Computer/IT Access for individual Marketplace Assisters

Many, if not all, MPA duties outlined in this RFP will be conducted in various locations throughout the Delaware community. In order to effectively perform these duties, Marketplace Assisters will be required to remotely access the FFE Navigator and Exchange Portals, as well as other internet sites. As such, each MPA will be required to have access to and use of portable computing devices that meet the following minimum standards:

Hardware:

- Notebook or tablet: Windows PC or MAC
 - Processor: 2.30 GHz or higher
 - Memory: 4GB or more
 - Hard Drive: 250 GB or greater
 - Wireless Internet Connection Card: 802.11b
 - Sound: Sound Blaster or Compatible
 - Monitor/Display: 14.1 or 15.1 inch 1440x900 LED or higher resolution for Windows Notebook; 13.3 inch diagonal high resolution for MAC Notebook
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Software:

- Operating Systems (OS): Windows 7 for PC or Mac OS X v10.8
- Applications: Virus Protection software, Anti-Spyware software, general purpose computing software such as MS Office for PC

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

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

B. Subcontractors

The use of subcontractors is permitted for this project. The contractor is fully responsible for all work performed under the contract, and must get prior written approval for all subcontract(s) for carrying out certain functions under the contract. Copies of subcontracts must be sent to both the Division of Medicaid and Medical Assistance and the Department of Insurance for approval. No subcontract, with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.

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 vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If

after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

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

F. Contractor Monitoring/Evaluation

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

G. Payment:

DHSS will authorize and process for payment each invoice within thirty (30) days after the date of its approval of the invoice. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

H. W-9 Information Submission

Awarded vendors will be required to submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

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

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

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 our ability to convey accurate and realistic information to all interested Vendors.

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 Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 1) shall be submitted electronically in EXCEL and sent as an attachment to both DHSS and DOI at the following addresses: crystal.english@state.de.us, michael.gould@state.de.us and linda.nemes@state.de.us. It shall contain the six-digit department and organization code. Failure to file a fully completed Usage Report within the prescribed timeframes may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

IV. FORMAT AND CONTENT OF RESPONSE

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

A. Bidder's Signature Form

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

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: March 6, 2013 at 11:00am**).

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 are to be included in a separate section of your proposal and marked as confidential.

- 1) A copy of your organizations most recent audited financial statement OR a copy of your organization's current balance sheet,
- 2) Organization Chart identifying the management team proposed for this contract.

E. Qualifications and Experience

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

The specific individuals who will manage the work of 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).

Qualifications must include, but are not limited to:

- Number of years and description of experience working with populations specified in this RFP;
- Number of years and description of managerial experience over similar scope of services; and,
- Number of years working with Delaware residents specifically, including geographic areas served.

Conducting this project will likely require hiring of one or more individuals who are not currently employed by the bidding organization. As such, applications shall provide detailed job descriptions, including any qualifications and experience that the contractor may require beyond the standards outlined in Appendix H.

F. Bidder References

The names and phone numbers of at least three (3) recommending organizations/agencies must be included.

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, amount, and description of services rendered. The Evaluation/Selection Review Committee may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee’s deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

G. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. As response to Section B of the Scope of Services requirements, the prospective contractor shall submit a work plan for in-person outreach using the following format.

Description of Activity (i.e. Type of outreach activity, event, etc.)	Location(s) (i.e. City/town or county where in-person outreach will occur)	Target Populations (i.e. Exchange market segment and/or specific demographics of consumers to be engaged by the activity)	Resources (i.e. Staff and materials needed)	Date Range and Frequency (i.e. Range of time in which activities will be completed and how many times this activity will be conducted)

H. Certification and Statement of Compliance

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

I. Standard Contract

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of Medicaid and Medical Assistance. This boilerplate will be the basis for any contract resulting from this Request for

Proposal. During the contract negotiation phase of this procurement, the State may elect to modify the “divisional requirements” section. 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. See Section O of this RFP for additional contracting information.

V. BUDGET

Vendor will submit a line item budget, **for each contract year**, using the format provided in Appendices A & B. Modifications to the budget after the award must be approved by the Division of Medicaid and Medical Assistance.

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

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

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

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

Bidders will no longer be required to make hard copies of proposals **with the exception that** one copy of a Cover Letter along with one copy each of **of the completed and signed Bidders Signature Form (Appendix C), Certification Sheet (Appendix D), Statements of Compliance Form (Appendix E), and Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Appendix F)** be submitted in **hardcopy with original signature with their CDs. Please also include PDF versions of these forms on your CDs.**

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

The responses to this RFP shall be submitted to:

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 responses must be received no later than **11:00am on March 6, 2013**. Later submission will be cause for disqualification.

C. Opening of Proposals

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

D. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **March 1, 2014**. The State of Delaware reserves the right to ask for an extension of time if needed.

E. Acknowledgement of Understanding of Terms

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

F. Realistic Proposals

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

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

G. Non-Conforming Proposals

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

H. Notification of Acceptance

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

I. Questions

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

Crystal English
HBE Senior Administrator
Email: Crystal.English@state.de.us
Fax: 302-255-4425

Deadline for submission of all questions is **February 12, 2013**. Written responses will be faxed or emailed to bidders no later than February 20, 2013. Please include your fax number and/or your email address with your questions.

All questions and answers 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

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

N. RFP and Final Contract

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

O. Proposal and Final Contract

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

All terms, and conditions contained in the proposal will remain fixed and valid for one (1) year(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 for reviewing proposals is outlined as follows:

<u>Activity</u>	<u>Date</u>
RFP Advertisement	February 5, 2013
Pre-bid Meeting	February 19, 2013
Questions Due	February 12, 2013
Answers to Questions	February 20, 2013
Bid Opening	March 6, 2013
Selection Process Begins	March 7, 2013
Vendor Selection (tentative)	March 14, 2013
Project Begins	April 5, 2013 (tentative)

R. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General’s Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws

of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware’s Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

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

VII. SELECTION PROCESS

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

A. Proposal Evaluation Criteria

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

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions:	Pass/Fail
<ul style="list-style-type: none"> • CD’s properly submitted • Forms properly submitted 	
Vendor Qualifications	25
<ul style="list-style-type: none"> • Past experience providing services to populations proposed in the RFP • Past experience providing managerial oversight for a similar scope of services • Past experience working with Delaware residents specifically 	
Geographic and Demographic Considerations	25

<ul style="list-style-type: none"> • Ability to provide needed coverage to geographic areas of the State and/or populations where coverage may be limited 	35
Responses to Scope of Services, Section II. A – I.	
<ul style="list-style-type: none"> • Approach demonstrates ability to recruit, hire, schedule, and train qualified applicants. • Services proposed fit needs as expressed in RFP • Proposed activities follow a logical sequence • Work plan and timelines are manageable 	15
Cost Proposal	
<ul style="list-style-type: none"> • Proposed costs are reasonable and comprised mainly of MPA staff costs 	15
Total	100

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

B. Consultants and Legal Counsel

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

C. Exclusions

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

Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

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

Has violated contract provisions such as:

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

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

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

Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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:

BUDGET SUMMARY SHEET

Categories	Amounts
Salaries	

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

Travel / Other Staff Costs

Mileage (rate X #miles)	
Other (specify)	
State and Federal Criminal Background Checks (Rate per MPA x Total MPAs proposed)	

Facility Costs (portion attributable to this program, as applicable)

Building/Rent	
Electricity	
Heat	
Other Utilities	
Other (specify)	

Supplies

Office	
Program	
Other (specify)	

Equipment / Other Direct Costs

Hardware	
Software	
Other (specify)	

Indirect Costs

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

TOTAL BUDGET	
---------------------	--

APPENDIX B:

BUDGET DETAILED WORKSHEET

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title and number of full time equivalents (FTEs): (e.g. "Marketplace Assisters / 15 FTEs")	
-	-
Total: Salary / Wages	

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

<u>Travel and Other Staff Costs</u>	
Include expected travel required and associated costs, and the cost of completing State and Federal criminal background checks for all MPAs.	
Total: Travel and Other Staff Costs	

Budget Detailed Worksheet - Page 3

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

APPENDIX C:

BIDDERS SIGNATURE FORM



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

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____

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

APPENDIX D:

CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

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

working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

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

Violations and Penalties:

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

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
- 3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX E

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX F

Supplier Diversity

The following definitions are from the State Office of Supplier Diversity

Vendors wishing to apply for certification or gain more information on Supplier Diversity programs may do so at:

<http://gss.omb.delaware.gov/osd/certify.shtml>

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

Definitions

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:

Michelle Harris

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086

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 G

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

A. Introduction

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

B. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

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

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

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

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

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.

7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or

services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

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

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

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

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

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

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

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

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

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

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

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

To the Division at:

Division name here
address
address
Attn:

To the Contractor at:

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

20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

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

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is

approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

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

Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

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

D. Miscellaneous Requirements

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

5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix ____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and 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:

For the Department:

Signature

Rita M. Landgraf
Secretary

Name (please print)

Date

Title

For the Division:

Date

[Division Director Name Here]

Date

CONTRACT APPENDIX A

DIVISION OF MEDICAID AND MEDICAL ASSISTANCE REQUIREMENTS

[Division may edit or add to requirements as appropriate]

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. The Contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request for Proposal #_____.
4. The Contractor must maintain documentation, as identified in the RFP, to support all payment for invoices/claims submitted to and paid by the DHSS/DMMA (the Division).
5. 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.
6. 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.
7. The Contractor agrees that, if defunding occurs, all equipment purchased specifically for this Contract using DHSS/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.
8. A Contractor 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.
9. The Contractor's fiscal records and accounts, including those involving other programs that may be substantially related to this Contract, shall be subject to audit by duly authorized Federal and State officials.

10. The Contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department.
11. The Contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to audit or evaluate the effectiveness, feasibility and cost of the contracted services.
12. The Contractor agrees that no personal information obtained as a result of this Contract shall be disclosed in a manner that would violate any confidentiality or privacy requirement, law, or provision. Any information of that nature must be handled in compliance with such requirements, laws, or provisions governing the handling of such information. If the nature of the work involves access to such information, the Contractor must sign a Business Associate Agreement (BAA) and agree to abide by the provision of said Agreement. The Contractor agrees to sign and submit a Business Association Agreement (BAA) timely as appropriate for work associated with this Contract which shall become an appendix to this Contract.
13. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the Contract.
14. In order to receive payment for this work, the Contractor agrees to submit Federal Form W-9 "Request for Taxpayer Identification Number and Certification," electronically at the following website: <http://accounting.delaware.gov/w9.shtml>. No payment can be made without the Contractor's satisfactory completion of this requirement.
15. According to the procedures developed for contracts within the Delaware Department of Health and Social Services (DHSS), contractors may be required to provide the number of "Full Time Equivalents" (FTEs) associated with its contracts (including amendments) with DHSS divisions. As such, the Contractor agrees to provide the names of employees employed under this Contract and the number of Full Time Equivalents (FTEs) within 10 business days of a request by the Department.

END OF APPENDIX A: Divisional Requirements

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

APPENDIX H

MARKETPLACE ASSISTER CERTIFICATION STANDARDS

The State of Delaware recommends application of the following criteria to all individuals who seek official recognition and compensation as an MPA for the State of Delaware Health Insurance Exchange Partnership.

GENERAL CERTIFICATION STANDARDS:

Applicants will need to meet the following requirements:

- Complete State specific training program.¹
- Provide 3 letters of reference from members of the community the applicant serves.
- Provide written attestations to the following requirements:
 - Applicant is not employed by a health insurance issuer; subsidiary of a health insurance issuer, or an association that includes members of or lobbies on behalf of the insurance industry or health insurance issuer.
 - Applicant does not possess any other conflict of interest that would prohibit the objective exercise of the individual's official or professional responsibilities.²
 - Applicant agrees to comply with professionally accepted ethical standards in the course of carrying out the individual's official and professional responsibilities.³
 - Applicant does not receive direct or indirect payments from any health insurance issuer in connection with the enrollment of any qualified individuals or qualified employees in a Qualified Health Plan (QHP) as explicitly prohibited by Federal law.
 - Applicant does not receive compensation of any kind from any other entity for enrolling individuals in health plans, and agrees to disclose any past compensation earned and received from plans during the previous 24 months, reason for compensation, and whether the applicant intends to receive future compensation from any plan or insurer in the health care community.
 - Applicant commits to participating in on-going training following initial certification.

- Applicant agrees to a criminal background check in accordance with State and Federal rules.⁴ Please note that the appearance of past offenses in a background check will not automatically exclude the applicant from consideration. Applicants will be evaluated on a case by case basis.
- Applicant agrees to put consumer safety first in carrying out the duties of the MPA.
- Applicant is lawfully present.
- Applicant is at least 18 years of age.
- Applicant can demonstrate basic computer and internet skills or indicate a willingness to learn.

1. **TRAINING STANDARDS**

The State will require and provide initial and ongoing State-specific training for MPAs. Training may be conducted online or in-person. At various points throughout training, candidates will be tested for their proficiency in each topic area. Minimum standards for testing performance will be established to indicate successful completion of initial training and readiness for certification.

Training modules will focus on developing an understanding of the following programmatic areas:

- Healthcare 101
- QHP Benefit Information
- Class Standards: includes linguistic and cultural competency
- Ethical Standards and Conflict of Interest
- Delaware Consumer Assistance Resources
- Public Coverage Options and Eligibility in Delaware
- State Processes for Oversight and Monitoring
- State Privacy and Security Standards

Ongoing trainings will include:

- Update bulletins regarding policy or operational changes,

- Regular online refresher courses,
- Special sessions, as needed, to address any major changes in Consumer Assistance Operations.

The State intends to conduct initial training between March and April of 2013, with additional modules specific to the systems for eligibility and enrollment conducted in late summer. MPAs must complete the initial trainings prior to conducting any outreach activities, and will be required to complete the additional trainings on eligibility and enrollment prior to enrolling individuals on the Exchange.

2. **DEFINITION OF “CONFLICT OF INTEREST”:** Any private or personal interest sufficient to influence or appear to influence the objective exercise of the entity’s official or professional responsibilities.
3. **DEFINITION OF “PROFESSIONALLY ACCEPTED ETHICAL STANDARDS”**
 - a) The individual will treat each consumer with respect, acceptance and dignity;
 - b) The individual will not knowingly misrepresent applicant eligibility information;
 - c) The individual will not knowingly misrepresent his/her capability to act as an MPA, nor fail to comply with certification standards;
 - d) The individual will not provide advice to a consumer that identifies in which QHP or program the consumer should enroll. MPAs will discuss the options available and provide impartial information about the distinctions among plans, and only consumers will make decisions regarding in which plan or program to enroll;
 - e) The individual will protect the consumer’s right to privacy and confidentiality regarding health and immigration status, including information protected under the Health Insurance Portability and Accountability Act (HIPAA) and in compliance with the Freedom of Information Act (5 U.S.C 552), 42 CFR. Part 401, and 45 CFR Parts 2 and 5;
 - f) The individual will protect the integrity, safety, and security of consumer records in compliance with the CMS policies, procedures, and guidelines in the *CMS Information Security “Virtual” Handbook* at <http://www.cms.hhs.gov/informationsecurity>;
 - g) The individual will provide services without discrimination or preference based on age, ethnicity, culture, race, disability, gender, religion, sexual orientation or socioeconomic status;
 - h) The individual will respect individuals and groups, their cultures and beliefs; and
 - i) The individual will act with integrity, honesty, genuineness, and objectivity.

4. **CRIMINAL BACKGROUND CHECK PROCESS**

The MPA organization is responsible for completing State and Federal criminal background checks for all employed Marketplace Assisters. The organization will submit the results of the criminal background checks to the State for review.

Past criminal offenses will not automatically exclude an individual from consideration. Applicants will be evaluated by the State on a case by case basis to determine whether any past criminal offense should prevent an individual from successfully performing the duties of a Marketplace Assister.

Individuals may be granted conditional approval of their application prior to the completion of the background check. However, during the conditional approval period, individuals are prohibited from requesting, receiving or transacting any personal consumer information. The scope of the individual's work during this time is limited to the dissemination of approved Exchange information to the consumer.

RECERTIFICATION

Delaware is considering a requirement for initial recertification after the first year of successful operation, and every two years thereafter. While the complete business processes to support this function is under development, the key standards for recertification will include:

- Review of services provided during the following year against specified performance metrics
- Continued compliance with all State training requirements
- Reaffirmation of the attestations required for initial certification
- Review of any complaints received and disposition of those complaints

DECERTIFICATION

While the complete business processes to support decertification are also under development, the key standards will include the following:

- MPA does not meet specific quality or other standards
- MPA demonstrates conduct that is not within professionally-accepted ethical standards
- MPA experiences a change in the status of any of the attestations that result in the MPA not meeting requirements for participation

- MPA shows unresolved or ongoing consumer complaints regarding the MPA.