STATE OF DELAWARE

DELAWARE HEALTH
AND SOCIAL SERVICES
Division of Management Services
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS-13-016

FOR

Assertive Community Treatment and/or Intensive Care Management Services
BCS# 20111828_01_01

FOR

Department of Health and Social Services
Division of Substance Abuse and Mental Health
1901 N DuPont Highway
New Castle, DE 19720

Deposit Waived
Performance Bond Waived

Date Due: Monday, May 20, 2013
11:00 A.M. LOCAL TIME

A **pre-bid meeting** will be held on **Monday, April 15, 2013 at 2:00 p.m.** at **Herman Holloway Campus, 1901 N. DuPont Highway, 23 Mitchell Lane, Springer Building, Training Classroom #1. 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.**

REQUEST FOR PROPOSAL # HSS-13-016

Sealed Proposals for **Assertive Community Treatment and/or Intensive Care Management Services** for the DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH 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 a.m. Monday, May 20, 2013** at which time the proposals will be opened and recorded. Any proposal received after **11:00 a.m. Monday, May 20, 2013** will be rejected and returned unopened to the Applicant.

A **pre-bid meeting** will be held on **Monday, April 15, 2013 at 2:00 p.m.** at **Herman Holloway Campus, 1901 N. DuPont Highway, 23 Mitchell lane, Springer Building, Training Classroom #1.** 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. D. 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

The anticipated contract for the services listed herein requires that the Department utilize the Large Professional Service Procurement Process. Public notice has been provided in accordance with 29 *Del. C.* § 6981.

NOTIFICATION TO BIDDERS

Proposing Party Required Identifying Business, Ownership, or Other Relations with the State of Delaware, its Agencies, and any other Entities. Proposing Party 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 Proposing Party's 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 Proposing Party shall specifically identify its shareholders and partners which hold any ownership interest in the Proposing Party. The Proposing Party shall identify each and every business or charitable entity in which it - or its shareholders - presently holds an ownership interest. The Proposing Party shall identify each and every organization, business, or charitable entity in which any of the Proposing Party's owners or shareholders serve on a Board of Directors.

The requirement to accurately and completely identify each of the above-listed relationships is a material term of this RFP. The failure to identify any said relationships shall cause the Proposing Party to be deemed non-responsive and result in the immediate rejection of the deficient proposal.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED AS NON-RESPONSIVE.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

Kieran Mohammed
Kieran.mohammed@state.de.us
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 a cover letter and the forms in Appendices C, D, E and F 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, DIVISION OF SUBSTANCE ABUSE & MENTAL HEALTH, its officers, employees, or agents 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 any 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.

REQUEST FOR PROPOSAL FOR ASSERTIVE COMMUNITY TREATMENT SERVICES AND/OR INTENSIVE CARE MANAGEMENT SERVICES

FOR
DIVISION OF SUBSTANCE ABUSE & MENTAL HEALTH

Availability of Funds

Funds are available for the selected vendors to provide services in the area of Assertive Community Treatment Team Services and/or Intensive Care Management Services as set forth herein. Contract renewal is possible for up to **five years total** contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be held. The meeting will be on **Monday, April 15, 2013 at 2:00 p.m.** at the following location.

Herman M. Holloway Sr. Campus
Springer Building
23 Mitchell Lane
Training Classroom #1
1901 North DuPont Highway
New Castle, Delaware 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 distributed to bidders attending the pre-bid meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

Ceasar McClain
Contracts Manager
dsamhbusinessoperations@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any **Division of Substance Abuse and Mental Health** staff, except those specified in this RFP, regarding this procurement. Contact between contractors and **Division of Substance Abuse and Mental Health** 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 **Monday, April 22, 2013**. The complete list of questions and their answers will also be posted on the internet at http://bids.delaware.gov

Following the submission of written questions after the Pre-Bid meeting, bidder communication is limited to Kieran Mohammed, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290. Failure to adhere to this limitation will be grounds for disqualification from the bidding process and the immediate rejection of the offending party's proposal.

Collusion or Fraud

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

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

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

Lobbying and Gratuities

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

The selected Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the DSAMH shall have the right to annul any contract resulting from this RFP without

liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

Solicitation of State Employees Prohibited

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

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

Independent contractors

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

Licenses and Permits

In performance of the contract, the Vendor will be required to comply with all applicable Federal, State and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Vendor. The Vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

Prior to receiving an award, the successful Vendor shall either furnish the DSAMH with proof of State of Delaware Business Licensure or initiate the process of application where required. An

application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

Indemnification

1. **General Indemnification.**

   Vendor will hold harmless, indemnify and defend the Department, the State of Delaware and their agents, employees, or officers of the State of Delaware from any and all suits, actions, losses, liability, damages (including punitive damages), expenses, reasonable attorney fees (including salaries of attorneys regularly employed by the State of Delaware), judgments, or settlements incurred by the Department, the State of Delaware or their agents, employees, or officers arising out of the provision of services by vendor, its employees, or subcontractors under the contract, including direct or indirect negligence or intentional acts of omission or commission, and professional malpractice regardless of any negligence by employees or officials of the Department. The legal duties and responsibilities set forth in this paragraph include the duty to cooperate with the Department, its employees, and attorneys in the defense of any legal action against the State, its agents, employees, or officers arising out of the provision of services by Vendor, which involve claims related to an offender's medical care, or which require information or testimony from vendor's employees or contractors.

2. **Proprietary Rights Indemnification**

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

   If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively “”Products”)

is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

(a) Procure the right for the DHSS to continue using the Product(s);

(b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

(c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DHSS agrees to and accepts in writing.

REQUEST FOR PROPOSAL FOR
ASSERTIVE COMMUNITY TREATMENT AND/OR INTENSIVE CARE MANAGEMENT SERVICES
FOR
The Division of Substance Abuse and Mental Health

I. INTRODUCTION

A. Background

Delaware has supported a system of intensive community based services for individuals with severe and persistent mental illness for more than 25 years. The model for many of these programs has been the Assertive Community Treatment (i.e. ACT), as well as less intensive models of case management services (Intensive Care Management/ICM). The hallmark of these programs is the multi-disciplinary team approach that is intensive, community based and responsive to the individual's needs.

The Assertive Community Treatment (ACT) and Intensive Care Management (ICM) models remain widely supported evidence based practices for community based services. These care management models have served the citizens of Delaware well in improving the lives of countless individuals by promoting independence and community integration. Beginning in 2012 DSAMH adopted an ACT and ICM model which adheres more closely to one of the fidelity based national ACT models (i.e. TMACT. ICM follows this model as well). This model more fully integrates the concepts of trauma informed care and recovery oriented services as well as more fully integrating Peer Supports.

The goal of this RFP is to allow the State to contract for sufficient teams to meet the demand for ACT and ICM services by contracting for one or more ACT and/or ICM teams. Some of the teams may be further developed into specialty teams based on the needs of the consumers needing these services.

In addition, DSAMH will implement recovery based and performance based incentives in the second year of this program. Financial incentives, equaling up to 10% of the program's initial year budget will be based on hospitalization rates, arrests or re-arrests, percentage of individuals successfully "stepped down" to less intensive levels of care equivalents (e.g. Community Mental Health Clinics), employment rates, individuals residing in independent housing, and the successful attainment of client goals in the individual's recovery plans. DSAMH will develop definitions of outcomes, records/data requirements and monitoring methodology in conjunction with the successful contractors.

B. Project Goals

DSAMH will be contracting for individual ACT teams (serving up to 100 individuals) and ICM teams (serving up to 200 individuals). Each contracted team will be responsible for providing an array of behavioral health services for the individuals assigned.

Each contractor will be the sole provider of publicly funded ACT or ICM long-term behavioral health services for individuals with serious and persistent mental illness for a defined team. As such, DSAMH expects that the contractor will accept for services all individuals assigned to them by the DSAMH Eligibility and Enrollment Unit (EEU) and will actively engage the individual within five days of notification by the EEU. In addition, any prospective provider agency must have the capacity to provide services by a psychiatrist to each newly assigned individual within five days of assignment. DSAMH has a no eject, no reject policy that applies across the board.

C. Responsibilities of DHSS/DSAMH

DHSS' responsibility for providing Assertive Community Treatment and Intensive Care Management services stems from the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, and Olmstead precepts. It is further codified in Delaware State law in 16 *Del. C.* chapter 1, subchapter VII ("Community Mental health Treatment Act). Additionally, DHSS is currently being monitored for compliance with the terms of a Settlement Agreement between the State of Delaware and the United States Department of Justice arising out of the case *United States v. State of Delaware*, C.A. No. 11-591-LPS. The terms of the Settlement Agreement are publicly available at: http://www.ada.gov/delaware.htm. The terms of the Settlement Agreement represent an additional baseline performance measure for any Vendor and DHSS's compliance with the terms of that Agreement shall constitute an essential and material term for any contract resulting from a vendor's proposal in response to this RFP.

II. TARGET POPULATION:

The target population for admission to, and continued stay in, the ACT and ICM program will be individuals determined by DSAMH to have serious mental health conditions including those with co-occurring addictive disorders, and whose service need exceeds those available through the Division's Community Mental Health Clinic system, including Targeted Care Management, other DSAMH contracted programs, or the Diamond State Health Plan, Basic benefit. Specific eligibility criteria are defined in the Clinical Eligibility Determination section of DSAMH's Long Term Care System Eligibility and Enrollment Unit Procedures (**see** http://dhss.delaware.gov/dhss/dsamh/eeuproci.html). Eligibility determinations are based on the assessment of an individual's duration of illness, severity of disability and diagnosis.

DSAMH's Eligibility and Enrollment Unit (EEU) will determine the initial eligibility of all individuals that are **new** to the Division's long-term care benefit subsequent to the inception of

this program. The eligibility determination packet required by the EEU makes use of the ASAM PPC-II (American Society of Addiction Medicine Patient Placement Criteria-II, as modified to be Delaware specific) see Attachment 5) to determine the individual's level of care. Only ASAM levels of services and supports will be considered for placement in an ACT team. The EEU will periodically, but at a minimum annually, re-assess each individual's on-going inclusion in the target population and continued eligibility for this benefit, based on information submitted by providers and supported through on-going Division oversight.

III. SCOPE OF SERVICES

Project Overview – The contractor is required to manage a program model that consists of a 100 person ACT team or a 200 person ICM team. Contractors will be considered for multiple ACT and/or ICM contracts, but each team will be governed by a single contract. The staffing composition for these teams must be based on the Tool for Measurement of Assertive Community Treatment (TMACT) fidelity based ACT model (staff to client ratios of 1:10 for ACT and 1:20 for ICM). The services of these teams are described below and in DSAMH certification standards. The contractor must adopt an assessment process, approved by DSAMH that evaluates the needs of the individual to remain in an ACT or ICM team or to move to services that are of greater or lesser intensity of services. ASAM patient placement criteria are to be a key element in decisions about an individual's remaining in ACT or ICM.

A. Goals

The primary and mandatory program elements include:

1. **Assertive Community Treatment (ACT) and Intensive Care Management (ICM)**

a) Primary Goals::

1) To lessen or eliminate critical health and safety issues, that each individual client might experience, toward preventing or mitigating these signs, symptoms, and/or social issues that could lead to crisis situations and the need for re-hospitalization.
2) To assist the individual in achieving their maximum recovery from the effects of institutionalization, their mental condition and co-occurring substance use conditions
3) To improve the overall health of the individual
4) To meet basic human needs and enhance quality of life.
5) To improve the client's opportunity to be successful in social and employment roles and activities.
6) To increase community tenure and avoid entanglement in the legal system.
7) To partner with families and/or significant other in supporting the individual's recovery.

b) Fundamental principles:

1) The team is the primary provider of services and, as such, functions as the fixed point of responsibility for outcomes.
2) Services are provided in the community.
3) The services are person centered and individualized.
4) Each member of the team, including the person receiving services, is accountable to work together to ensure that they do whatever needs to be done to assist the consumer in meeting their individual goals and service and treatment needs.
5) Services are delivered in a continuous, rather than time limited framework, for as long as the individual meets the DSAMH defined criteria for inclusion in these programs.

Each contractor selected for this project will be capable of implementing one or more ACT and/or ICM teams providing treatment and support services to individuals diagnosed with serious and persistent mental illness who may also have a co-occurring addictive disorder. Each team will provide ongoing outreach, monitoring, behavioral health treatment, medication management, case management and service coordination to all assigned individuals using a process true to program fidelity (TMACT) according to the DSAMH ACT/ICM certification standards.

The teams will provide comprehensive, individualized services in an integrated, continuous fashion through a collaborative relationship with persons with (Severe Persistent Mental Illness) SPMI. The team's delivery of
treatment, rehabilitation, and support services are proactive and based on a comprehensive history and ongoing assessment of:

- Psychiatric history, status, and diagnosis
- Psychiatric evaluation
- Client's strengths and goals
- Housing and living situation
- Vocational, educational, volunteer and social interests and capacities
- Self care abilities
- Family and social relationships
- Family education and support needs
- Physical health
- Alcohol and drug use
- Legal situation
- Personal and environmental resources

The team(s) will provide trauma informed, recovery oriented services in a person-centered manner, with the goal of treatment being improvement of quality of life, increase in support

systems, and maintenance in the community with concurrent reduction in hospitalization and incarcerations.

B. Deliverables

1. The contractor will develop, implement and operate a full Assertive Community Treatment or Intensive Care Management team, serving adults with serious and persistent mental illness.

2. The Team will provide treatment and support to individuals diagnosed with serious and persistent mental illness and who also may have a co-occurring addictive disorder. The team will provide ongoing outreach, monitoring, behavioral health treatment, medication management, care management, linkages with housing, crisis management, primary health and coordination for specialty health care.

3. The contractor will develop a formalized cooperative relationships with either a(n) local FQHC(s) or a number of primary care physician(s) that will provide ongoing primary care health prevention and treatment services to team members who lack a medical home. The costs for these primary care services are **not** to be included in the funding for this program. The goal is for the selected contractor to leverage the existing community based primary care services for individuals within the program. DSAMH will allow the limited use of client assistance funds to help meet primary care service costs that are not funded by another source (e.g. Health Resources and Services Administration – HRSA).

4. The contractor will accept for service any individual assigned to its ACT or ICM team(s) by the DSAMH Eligibility and Enrollment Unit (EEU).

C. Programmatic Requirements

The following guidelines will apply to the provision of services for an ACT or ICM program:

1. Services will maintain best practice guidelines of the ACT model as defined by the TMACT fidelity model as adapted to Delaware (see attachment with certification Standards).

2. Contractor shall have sufficient clinical and administrative infrastructure to insure that it is capable of meeting certification standards when appropriate.

3. In order to be considered eligible, the contractor must be prepared to meet the certification standards established by DSAMH, either at the beginning of the contract period or within 12 months, providing that they meet the criteria for provisional certification at the beginning of the contract (based on whether the program is designed to meet the Delaware certification standards).

4. The majority of services will be provided in the home and community where the consumer lives rather than in an office, unless requested by the consumer and substantiated in the clinical record. Individuals certainly may attend program provided day programs, however

the clinical rationale and the consumer's choice must be of upmost importance when justifying this attendance. At least 60% of all face to face contacts with consumers will take place in the community in settings other than the agency's offices and/or day programs.

5. Services will be provided twenty-four (24) hours a day, seven (7) days a week.

6. The teams will assume responsibility for providing supports required to assist the individuals in maintaining community placement in safe, affordable, stable housing. DSAMH will not allow services to be subcontracted for individuals assigned to the Contractor without DSAMH prior approval.

7. Program provided and or supported housing must meet the following criteria (from the Bazelon Center for Mental Health Law):

- Housing units are scattered-site or scattered in a single building with no more than 20% of the total building population having mental health or substance use (co-occurring conditions) as best as can be determined.
- A wide array of flexible, individualized services and supports is available to ensure successful tenancy and support participants' recovery and engagement in community life.
- Services are delinked from housing. ***Participants are not required to use services or supports to receive or keep their housing.***
- Those participants who are competent have the final say in choosing their housing unit, any roommates (if they choose not to live alone) and which services and supports (if any) they want to use.
- Participants have the same rights and responsibilities as all other tenants. They should be given any accommodations necessary to help ensure successful tenancy.

8. Contractor shall utilize a "housing first" approach and will demonstrate the ability to assist individuals in finding and maintaining safe affordable housing of the consumer's choice.

9. Caseloads will be maintained at a 1:10 staff to consumer ratio per ACT team and 1:20 staff to consumer ratio per ICM team.

10. A team approach will be utilized in which team members are familiar with the needs of each consumer served by the team and are capable of providing the appropriate treatment interventions to them when called upon to do so.

11. Multiple team members will interact with each consumer in any given day/week/month. For new consumers to the team and/or consumers who are in need of more support that one contact per day, the team will provide services multiple times a day according to the consumer's needs.

12. The teams will have daily meetings at which time each consumer's needs are reviewed and treatment strategies are delineated. A formal clinical weekly schedule will be developed for each client. Weekly schedules will be sent to DSAMH upon request.

13. The teams will have responsibility for acute crisis services, by providing 24 hour coverage; with staff being available either by phone or in person, as appropriate, to help diffuse crisis situations and maintain community status. The contactor is not permitted to use automated phone trees as its answering service.

14. When psychiatric hospitalization is unavoidable (including voluntary and involuntary admissions to an inpatient psychiatric service or inpatient services for a somatic complaint), the teams will be involved in both the admission and discharge process (in a minimum of 95% of incidents), ensuring that continuity of care occurs through providing information upon admission and assisting in arranging for services to begin immediately upon discharge. The team of the individual hospitalized must meet with the client 3 times weekly throughout their inpatient stay and have periodic planning sessions with the client's treatment team/treating medical professional. Hospitalization days will be monitored by DSAMH and will be included in performance incentives.

15. The services will be provided on a time-unlimited basis; with high retention of consumers who still meet eligibility for services.

16. An appropriate level of services will be provided to each consumer; with frequency and duration of each contact being provided at a level specific to consumer need. For ACT clients, the individual should be seen at a minimum of 4 hours per month to maintain status in the program and community. Services for individuals in an ICM team should be based on engagement and level of need. All new consumers to the ICM should be seen by the team more frequently at the start of service and at a minimum of one time per week; two hours a month. As consumers become more independent, contact should become less frequent consistent with the consumer's increasing level of independence. Consumers on ICM teams should have the goal of stepping down to clinic level services as part of their recovery plans with less frequent services as part of the recovery plan and beginning any time after the first four weeks of service.

17. The teams will provide support (i.e. education, advocacy) to the consumer's support network, inclusive of family, friends, employers, and landlords; advocating on the consumer's behalf, and assisting these supporters in better working with the consumers themselves.

18. Individualized addiction treatment will be provided to those consumers for whom this is appropriate; dual disorder treatment groups will also be provided offsite of the ACT and ICM administrative offices, though they do not take the place of individualized treatment. Addiction/Mental Health treatment will also include Motivational Enhancement Therapy (MET), and other best practices.

19. The ACT and ICM program utilizes a substance use condition treatment model that is non-confrontational, follows best practices, , considers interactions of mental illness and substance abuse, and has gradual expectations for abstinence.

20. Contractor will develop and implement a Quality Assurance/Performance Improvement (QA/PI) Program designed to ensure services are consistently delivered to consumers in accordance with the Scope of Services and in alignment with best practice guidelines. The program will also assure that services are consumer driven and recovery oriented and trauma informed. Results of QA/PI activities will be written and submitted to DSAMH monthly ,This must also include specific reports on abuse, neglect, and other adverse events.

21. Contractor will comply with all record reporting systems required and provided by DSAMH/DHSS.

22. The Teams will provide the following supports and services to consumers:

a. Needs assessment and individualized care plan development. This will include items relevant for any specialized interventions, such as linkages with the forensic system for consumers involved in the judicial system. In particular, the assessment will include: Items related to court orders, identified within 30 days of admission and updated every 90 days or as new court orders are received

b. Crisis assessment and intervention

c. Symptom management and mediation

d. Individual counseling (by a Licensed Master or Doctorate level clinician) at least twice a month.

e. Medication administration, monitoring, education and documentation

f. Skills training in activities related to self care and daily life management including utilization of public transportation, maintenance of living environment, money management, meal preparation, locating and maintaining a home, skills in landlord/tenant negotiations and renter's rights and responsibilities

g. Social skills training and rehabilitation necessary for functioning in a work, educational, volunteer, leisure or other community environment.

h. Supported Employment services will be provided to any individual who wants to work and who is in need of supports.

i. Peer supports as described in the DSAMH formal peer scope of work attached.

j. Addiction treatment and education including counseling, relapse prevention, harm reduction, anger and stress management. It is expected that addiction treatment and education will occur within the program. The decision to refer an individual out for these services must be documented and supported in the clinical record.

k. Referral and linkage or direct assistance to ensure that individuals obtain the basic necessities of daily life including medical, social, financial supports

l. Training to promote positive money management skills that support the individual managing their own funds.

m. Education, support, and consultation to individuals' families and other major supports

n. Monitoring and follow up to help determine if psychiatric, substance abuse, mental health support and health related services are being delivered as set forth in the care plan, adequacy of services in the plan and changes, needs or status of consumer.

o. The team will assist the consumer in applying for benefits. This includes Medicaid Social Security benefits, Prescription Assistance Programs and any other entitlements for which they quality

p. For those clients with forensic involvement, the team will provide advocacy, education, and linkage with the criminal justice system to ensure the consumer's needs are met with regard to their judicial involvement, and that they fully understand their Court Orders. The team will also maintain continued contact with individuals who become incarcerated for shorter periods of time to help insure greater continuity of service both within the facility and upon release from a correctional facility.

q. For those clients with a representative payee, the team will work with the client and the representative payee to insure that the client's financial needs are met, coordinated and monitored. In addition, the team will work with the client as well as the payee to reach the goal of financial independence; however that is defined for the client based on his/her needs and financial skills.

r. Service provision for ACT and ICM will be based on comprehensive history and ongoing assessment of:
   i. Psychiatric history, status, and previous diagnosis.
   ii. Client strengths and goals.
   iii. ASAM (using the Delaware specific instrument) Assessment
   iv. Psychiatric evaluation
   v. Housing and living situation
   vi. Vocational, educational, and social interests and capacities
   vii. Self care abilities
   viii. Family and social relationships
   ix. Family education and support needs
   x. Physical health
   xi. Alcohol and drug use
   xii. Legal situation
   xiii. Personal and environmental resources
   xiv. Problem Gambling

Assessments will be completed within 30 days of admission. The ASAM assessment, client strengths and goals, psychiatric evaluation and treatment plan will be updated every 6 months; with an additional ASAM score being completed prior to discharge. Recovery plans should also be re-evaluated any time a client experiences a significant life-event (e.g. hospitalization, death of a close friend or family member, significant changes in medications, etc.).

C. Quality Improvement

All proposals shall include a suggested method for identifying, evaluating and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. Responsive proposals shall include a specific section

entitled "Quality Improvement" which shall include the proposed method by which DHSS shall audit patient charts, employee credentials and licensure, staffing compliment information, staffing attendance information and other proposed indicators essential to a comprehensive and sustainable capability to review the performance of the selected vendor and the overall adequacy of services being provided to patients in the target population. The requirement contained in this paragraph is an essential and material term of any proposal and the failure to include a "Quality Improvement" section containing the above minimum core requirements shall be grounds to deem such proposals non-responsive. Vendors selected for contract negotiations should be aware that DHSS intends to include a robust "Quality Improvement" methodology into any contract resulting from this RFP. DHSS reserves the right to accept or reject, in whole or in part, or negotiate any portion of the proposal's "Quality Improvement" section during the negotiation phase of this matter. DHSS also reserves the right to attach financial incentives for compliance and financial penalties for non-compliance with the terms and requirements of the "Quality Improvement" section of any contract arising out of this RFP.

D. Staffing Requirements:

The staffing requirements must meet, at a minimum the requirements for ACT under the Delaware certification standards. ACT services will be based on a full 100 person program with staff to client ratio of 1:10. ICM services will be based on a full 100 person program with staff to client ratio of 1:20.

Due to the complex nature of the services required by this RFP, DSAMH encourages the hiring of staff that has previous experience providing such services; or knowledge of the ACT/ICM model and the intricacies of the provision of the service. DSAMH especially encourages the hiring of staff that is capable of meeting the specialized needs of its consumers.

Contractor will train all personnel in the principles and service delivery techniques associated with the recovery philosophy and belief that individuals can and do recover from the effects of the mental illness and/or co-occurring addictive disorder, and that individuals can take ownership for their own recovery plan. Training must emphasize and promote services that are trauma informed throughout the organization.

Within 30 days of employment, contractor will provide the following staff orientation and training:

i. Crisis assessment and interventions
ii. Managing aggressive behaviors
iii. Crisis counseling
iv. Addictive disorders including co-morbid compulsive gambling
v. Co-occurring disorders

vi. Trauma informed care
vii. Motivational Enhancement Therapy
viii. Psychotropic medication, side and adverse effects and drug interactions
ix. Housing first
x. Supports and interventions for persons with co-occurring mental illness and developmental disabilities and/or addictions
xi. Factors leading to early death
xii. SAMHSA Consensus Statement on recovery

Annually, the contractor will provide staff training in the following areas:

i. Working with persons with co-occurring mental illness and developmental disabilities and/or addictions and their families
ii. Crisis prevention and early intervention planning
iii. Team building and team effectiveness
iv. Stress management
v. Harm reduction techniques

E. Record Keeping Requirements:

The teams will be responsible for maintaining a medical record on each client and safeguarding the medical record and its contents against loss, tampering, and unauthorized use. The medical record documents information about a consumer's mental illness; rehabilitation; assessment results; recovery plans; and treatment, rehabilitation, and support services received. The records must be comprehensive, up to date, and provide evidence of the provision of high quality, comprehensive, person centered treatment, according to the recovery plan goals.

The teams will develop a plan which shall include a process and procedure where clients who are able may document their experiences in their own medical record.

1. Reporting

A monthly statement will be collected and submitted to the contract monitor on a monthly basis for each team. The following information shall be submitted for the ACT teams:

a. Total active caseload by level of care.
b. The number and percentage of consumers for whom the following items have occurred during the month being reported
    - Number of homeless for any night during the month
    - Number of Consumers arrested
    - Number of Consumers hospitalized in Psychiatric Hospital
    - Number of Psychiatric Hospital Patient Days per month
    - Number of Emergency Department Visits
    - Number of Consumers admitted to a general hospital
    - Number of Consumers unemployed for any period during the month
    - Number of Consumers competitively employed <10hrs/week:
    - Number of Consumers competitively employed 10-20hrs/week
    - Number of Consumers competitively employed 20+ hrs/week:
    - Number of Consumers placed on a 24 hour detainment:
    - Number of Consumers placed on a civil commitment:
    - Number of Consumers on the last day of the month who are on an outpatient commitment:
    - Number of consumers assigned to this team on the last day of the month
    - Number of Consumers that have a Rep Payee:

In addition, the team will provide a monthly report on the status of team based performance improvement activities.

Service tickets will be utilized for reporting and invoicing requirements. Service Detail data submission requirements will be distributed at the pre-bid meeting. All submissions of data will be done using the state's secure file transfer protocols.

F. Pharmacy:

While the contractor is responsible for prescribing client psychiatric medications, the medications themselves will be provided to uninsured clients by the DSAMH pharmacy. The contractor will be responsible to work with the DSAMH pharmacy in terms of medication orders, client demographic reporting, client co-payment collection, packaging, and to participate on the DSAMH Pharmacy and Therapeutics committee. In addition, the provider

is expected, and will be monitored by DSAMH, to take full advantage of available mechanisms for defraying these costs (e.g. Prescription Assistance Plans, consistent collection of prescription co-pays, sample medications, use of generics when clinically appropriate, etc.)

The DSAMH pharmacy **will not** provide non-psychiatric "somatic" medications. The contractor can choose to use client assistance funds to provide these medications or make use of other non-DSAMH funding sources of support such as a Federally Qualified Health Center (FQHC).

IV. State Information Technology Requirements

The DHSS Information Technology Services for Vendors web page has links to the DHSS and DTI policies and standards. http://www.dhss.delaware.gov/dhss/dms/irm/vendorsvcs.html

The DTI Systems Architecture Standard contains information confidential to the State and is not available from the internet. However, DTI has set up an email address which will automatically send a response with this document attached. The email address is sysarch@lists.state.de.us

Vendors that electronically store, transmit or process information on behalf of State are required to comply with State standards to properly secure State data. The specific requirements vary with the type of information being stored. Electronic protected health information has the highest security requirements. Securing this data is covered generally by HIPAA requirements but State requirements are more restrictive. State technical staff will discuss these standards with the selected vendor. Vendor is instructed to provide a technical contact for this purpose.

The State Architecture Review Board (ARB) reviews proposed system architecture as it relates to State standards. This may require the creation of an architecture diagram for the review process. For vendor systems that are not compliant, State technical staff will assist the division with an alternate approach.

As part of this consideration, vendor is required to submit technology costs that the State will be directly or indirectly responsible for as part of this contract. The vendor will break down technology costs into three categories for implementation and the same three categories for out-year costs:

1. Hardware
2. Software
3. Technical staffing

For vendor hosted websites, hosting costs can be allocated to the above categories at the discretion of the vendor.

V. FUNDING AND PAYMENT METHODOLOGY:

The Provider will be paid on a service unit rate basis. This funding is intended to support all required services. The provider must bill Medicaid or other third party payers (excluding Medicare) for billable services. Any revenues received for covered services from Medicaid, and other third party payers will be reported to DSAMH on a monthly expenditure/revenue report. Current reimbursement rates will be distributed at the pre-bid meeting.

A. 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.

VI. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

The initial contract term is for 13 months with the possibility of annual renewal for up to a total of five (5) years contingent on funding and satisfactory performance.

B. Subcontractors

The use of subcontractors will be NOT permitted for this project

C. Funding Disclaimer Clause

State Appropriations Mandatory Condition of State Performance. Validity and enforcement of any resulting Contract is subject to appropriations by the General Assembly of the State of Delaware of the specific funds necessary for Contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. Notwithstanding any other provisions of this RFP, any resulting Contract shall terminate and Delaware's obligations under it shall be

extinguished at the start of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

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.

Termination Conditions

In addition to terminations due to the absence of funding as set forth above, the Department reserves the right to terminate any contract resulting from this RFP for cause or convenience.

1) Termination for Cause. If for any reason, or through any cause, the Vendor fails to fulfil in timely and proper manner its obligations under the Contract, or if the Vendor violates any of the covenants, Contract or stipulations of the Contract, the DHSS shall thereupon have the right to terminate the Contract by giving written notice to the Vendor of such failure and demand that such failure be cured within 30 days. If such obligations, covenants, Contracts or stipulations are not cured to the satisfaction of DHSS within 30 days from the date of the notice, DHSS may terminate the Contract with the Vendor by providing a termination date no shorter than 30 days from the date the Vendor's attempts at a cure have failed. In that event, all finished or unfinished documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the Contract shall, at the option of the DHSS, become its property, and the Vendor shall be entitled to receive just and equitable compensation

for any satisfactory work completed on such documents and other materials which is useable to the DHSS. In the event of a termination for cause, Vendor agrees that it will not be entitled to any compensation, whether equitable or monetary, related to any unexecuted portion of this Contract.

2. ***Termination for Convenience.*** Either party may terminate the Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the Contract shall, at the option of the DHSS, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the DHSS. If the Contract is terminated by the DHSS as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the Contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the Contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the Contract) incurred by the Vendor during the Contract period which are directly attributable to the uncompleted portion of the services covered by the Contract. In the event of a termination for convenience, Vendor agrees that it will not be entitled to any compensation, whether equitable or monetary, related to any unexecuted portion of this Contract.

E. Payment:

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

F. 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.

G. State of Delaware 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 (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to dsamhbusinessoperations@state.de.us It shall contain the six-digit department and organization code. Any exception to this mandatory requirement 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.

VII TECHNICAL PROPOSAL REQUIREMENTS:

A. Definitions of Requirements

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

B. 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.

C. 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 DSAMH.

D. Concise Proposals

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

E. Realistic Proposals

It is the expectation of the DSAMH 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 DSAMH 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.

F. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

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

G. Bidder's Signature Form

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

H. 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: **11:00 a.m. Monday, May 20, 2013)**

I. Table of Contents

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

J. APPLICANT ORGANIZATION ELIGIBILITY

Applicant organizations/agencies must be non-profit, for profit or faith based organizations and document a minimum of five years successful experience in operating an array of community based mental health services, specifically for individuals with serious and persistent mental illness and co-occurring substance use conditions.

Applicant must provide documentation that both the applicant organization and the lead management staff for the proposed program have expertise in the design, implementation and operation of a fidelity based ACT model (or an ICM program based on the ACT model) and of services in the community to individuals with serious mental conditions and co-occurring substance use conditions.

Applicant must demonstrate a commitment to the full inclusion of people in recovery (Peer Specialists) and a treatment approach that is trauma informed and recovery oriented.

Applicant must document they are currently CARF, NCQA, COA or Joint Commission accredited or be accredited within two years of contracting. If the organization proposes the latter, they will report, based on a schedule to be developed by DSAMH, on their progress towards accreditation.

Applicant must currently be on the Diamond State Health Plan Behavioral Health panels (Delaware Medicaid Managed Care) or able to make an application to become a member of these panels as an outpatient provider within 12 months of the contract award date.

Proposing Party must specifically identify its shareholders and partners which hold any ownership interest in their organization. The Proposing Party shall identify each and every business or charitable entity in which it - or its shareholders - presently holds an ownership interest. The Proposing Party shall identify each and every organization, business, or charitable entity in which any of the Proposing Party's owners or shareholders serve on a Board of Directors.

Applicant organizations must provide a written assurance that, if awarded a contract, it will transfer any representative payee function for clients assigned as a result of this RFP to a third party provider over the course of the contracts initial 12 months and that it will not charge any client for these services.

Any applicant organization that cannot demonstrate its ability to meet these eligibility criteria will not be considered for review.

K. Bidder References

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

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's

deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

L. Scope of Services

1. Program Abstracts:

Applicant must provide a description of its clinical management philosophy with respect to new, innovative and creative approaches and include an understanding of how this works with a focus on recovery, outcomes, and flexibility.

Applicant must provide a description on how the organization will implement a housing first approach, and one that reflects the criteria for finding and supporting housing as defined by the Bazelon Center for Mental Health.

Applicant must describe the role of peers in the organization's approach to providing care and supports.

Applicant must describe how it will provide trauma informed, recovery oriented services in a person-centered manner, with the goal of treatment being improvement of quality of life, increase in support systems, and maintenance in the community with concurrent reduction in hospitalizations and incarcerations.

2. Organizational Intent:

Applicant must identify the number of ACT and/or ICM teams (i.e. the type and quantity) for which they would like to be considered for contract award. Applicant must identify the location of a prospective facility for their program.

Applicant must describe its willingness to accept for service any individual assigned to its ACT and/or ICM team(s) by the DSAMH Eligibility and Enrollment Unit (EEU).

3. Program Design

a) Applicant must describe how it will develop, implement and operate full Assertive Community Treatment Teams serving adults with serious and persistent mental illness while maintaining best practice guidelines of the ACT and ICM teams as defined by the TMACT fidelity scale and Delaware certification standards.

b) Applicant must describe how it will provide treatment and support to individuals diagnosed with serious and persistent mental illness and who may also have a co-

occurring addictive disorder. Applicant must further describe how the majority of services will be provided in the home and community where the consumer lives rather than in an office, unless requested by the consumer and substantiated in the clinical record. Applicant must provide an acknowledgement that it is required to conduct 60% of all face to face contacts with consumers in the community in settings other than the agency's offices and/or day programs.

c) Applicant must describe how it will provide ongoing outreach, monitoring, behavioral health treatment, medication management, care management, linkages with housing, crisis management, primary health and coordination for specialty health care.

d) Applicant must describe how it will develop formalized cooperative relationships with local FQHC's and/or a number of primary care physicians that will provide ongoing primary care health prevention and treatment services to team members who lack a medical home.

e) Applicant must provide an overview of how it will coordinate primary health care, what role its staff and resources will play in both prevention and treatment of somatic illness, particularly chronic conditions common to the population served, and how it will assist its clients in navigating the range of physical health services required by its clientele.

f) Applicant must describe how it will assume responsibility for providing supports required to assist individuals in maintaining community placement in safe, affordable and stable housing that meets the criteria from the Bazelon Center for Mental Health Law.

g) Applicant must describe what type of therapeutic approaches will be employed and how the provider will ensure that the staff has suitable training and credentials to support the inclusion of these therapies.

h) Applicant must describe its response to psychiatric and other situational crises.

i) Applicant must describe how it will design, monitor and improve engagement and accessibility of its services.

j) Applicant must describe how it will provide supports (i.e., education, advocacy) to the consumer's support network, inclusive of family, friends, employers, and landlords; advocating on the consumer's behalf, and assisting these supporters in better working with the consumers themselves.

Services:

Applicant must describe how the organization will provide the following:

i. Needs assessment and individualized care plan development. This will include items relevant for any specialized interventions, such as linkages with the forensic system for consumers involved in the judicial system.

ii. Crisis assessment and intervention;

iii. Symptom management;

iv. Individual counseling (by a Licensed Master or Doctorate level clinician) at least twice a month;

v. Medication administration, monitoring, education and documentation;

vi. Skills training in activities related to self care and daily life management including utilization of public transportation, maintenance of living environment, money management, meal preparation, locating and maintaining a home, skills in landlord/tenant negotiations and renter's rights and responsibilities;

vii. Social skills training and rehabilitation necessary for functioning in a work, educational, volunteer, leisure or other community environment;
.
viii. Supported Employment services will be provided to any individual who wants to work and who is in need of supports;

ix. Peer support;

x. Addiction treatment and education including counseling, relapse prevention, harm reduction, anger and stress management. It is expected that addiction treatment and education will occur within the program. The decision to refer an individual out for these services must be documented and supported in the clinical record;

xi. Referral and linkage or direct assistance to ensure that individuals obtain the basic necessities of daily life including medical, social, financial supports;

xii Training to promote positive money management skills that support the individual managing their own funds;

xiii. Education, support, and consultation to individuals' families and other major supports;

xiv. Monitoring and follow up to help determine if psychiatric, substance abuse, mental health support and health related services are being delivered as set forth in the care plan, adequacy of services in the plan

and changes, needs or status of consumer;

xv. The team will assist the consumer in applying for benefits.

M. Staffing and Staff Qualifications:

1. Applicant must describe how it will train all personnel in the principles and service delivery techniques associated with the recovery philosophy and belief that individuals can and do recover from the effects of the mental illness and/or co-occurring addictive disorder, and that individuals can take ownership for their own recovery plan. Training must emphasize and promote services that are trauma informed throughout the organization.

2. The proposer must provide:

a) Resumes of Key Staff

Resumes of key staff for the proposed program, if known to the proposer at the time of response to the RFP, must be included.

b) Staff Orientation and Development

A staff training and/or orientation plan applicable to all staff who will be assigned to the program must be presented. The plan/schedule for employees within the first 30 days of hire must include:

i. Crisis assessment and interventions
ii. Managing aggressive behaviors
iii. Crisis counseling
iv. Addictive disorders including co-morbid compulsive gambling
v. Co-occurring disorders
vi. Trauma informed care
vii. Motivational Enhancement Therapy
viii. Psychotropic medication, side and adverse effects and drug interactions
ix. Housing first
x. Supports and interventions for persons with co-occurring mental illness and developmental disabilities and/or addictions
xi. Factors leading to early death
xii. SAMHSA Consensus Statement on recovery

Annual Trainings

i. Working with persons with co-occurring mental illness and developmental disabilities and/or addictions and their families
ii. Crisis prevention and early intervention planning
iii. Team building and team effectiveness
iv. Stress management
v. Harm reduction techniques

N. Implementation Plan

Applicant must submit an Implementation Plan in chart format with timelines for each activity. The plan must cover start up through full program implementation activities. It must describe how this process will be altered/enhanced if the Applicant is selected and required to absorb a significant number of clients within a very short period of time. The length of time that the Applicant proposes for program start up and to reach full capacity will be important factors in the application rating process.

O. Quality Improvement

Applicant must describe a method for identifying, evaluating and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP.

P. 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)

All invoices, reports, and documents provided in response to an audit, as well as any documentation provided to DHSS pursuant to any contractual obligation, including any chart or compilation of data, report, or other document produced by the vendor shall contain the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that these reports are made in support of claims for government funds."

Any certification related to information and documents produced to the Department shall be certified only by the vendor's contract manager.

Q. Standard Contract

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, **Division of Substance Abuse and Mental Health**. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group. DHSS reserves the right to amend, alter, or add terms to the boilerplate contract in its discretion.

VIII. BUSINESS PROPOSAL REQUIREMENTS:

Applicant will submit sample line item operating budgets using the format distributed at the pre-bid meeting for the an annual operating budget and a separate budget for startup activities from the time of contract award and the time of client admissions. The electronic version will also be published on the website as part of the question and answers addendum.

The annual operating budget should be based on one (1) 100 person program with staff to client ratio of 1:10

ICM – based on (1) 200 person program with staff to client ratio of 1:20;

NOTE: Staffing included in these budgets is strictly guided by the Delaware certification standards – additional program and/or administrative staff are not to be included. Other staff costs will be considered as indirect costs.

Client costs are to be identified on a separate worksheet.

Vendor is required to submit technology costs that the State will be directly or indirectly responsible for as part of this contract. The vendor will break down technology costs into three categories for implementation and the same three categories for out-year costs:

4. Hardware
5. Software
6. Technical staffing

For vendor hosted websites, hosting costs can be allocated to the above categories at the discretion of the vendor.

Applicant will demonstrate corporate capability:

Financial stability as determined by review of financial information provided by the Vendor; perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP. Financial stability should be demonstrated through production of balance sheets and income statements or other generally accepted business record for the last 3 years that includes the following: the Vendor's Earnings before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings.

In addition to financial information, discuss any corporate reorganization or restructuring that has occurred within the last three years and discusses how the restructuring will impact the Vendor's ability to provide services proposed. Also disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of correctional health care. The DSAMH reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the course of the contract. Include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

Applicant will submit a completed Financial Practices, Pre-Audit Monitoring Survey, Self-Report as part of the proposal.

IX. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original **CDs** (Each Labeled as "Original") and one (1) **CD** copy (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.

Ten (10) printed and bound copies that clearly indicate that they are in response to RFP HSS-13-016

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 **11:00 a.m. Monday, May 20, 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 **June 30, 2014**. The State of Delaware reserves the right to ask for an extension of time if needed.

E. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The DSAMH reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware or the DSAMH with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the DSAMH.

F. Collusion or Fraud

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

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

G. Penalties

The DSAMH may include in the final contract penalty provisions for non-performance, such as liquidated damages. Any factually or legally applicable penalty or liquidated damage shall not be the exclusive remedy available for breach of contract.

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:

Ceasar McClain
Community Mental Health Contracts Manager
dsamhbusinessoperations@state.de.us
Fax: (302)-255-9395

Deadline for submission of all questions is **Monday, April 22, 2013.** 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.

P. Cost of Proposal Preparation

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

Q. Proposed Timetable

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

Activity	***Date***
RFP Advertisement	03/28/2013
Pre-bid Meeting	04/15/2013
Questions Due	04/22/2013
Answers to Questions	04/29/2013
Bid Opening	05/20/2013
Selection Process Begins	05/21/2013
Vendor Selection (tentative)	06/11/2013
Project Begins	07/01/2013

R. Confidentiality and Debriefing

All documents submitted as part of the Vendor's proposal will be deemed confidential during the evaluation process to the extent permitted by law. Vendor proposals will not be available for review by anyone other than DHSS or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract unless required by law.

DHSS is a public agency as defined by State law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under State law, certain classes of DHSS' records are presumptively confidential. Vendor(s) are advised that once a proposal is received by the DHSS and a decision on contract award is made, the proposals' contents may become public record and nothing contained in the proposal will be deemed to be confidential unless supported by law.

Vendor(s) shall not include any information in its proposal that is proprietary in nature or that it would not want to be released to the public unless such information is specifically identified and separated. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that it cannot submit its proposal without including proprietary information, it must adhere to the following procedure or their proposal may be deemed non-responsive and will not be recommended for selection. Vendor(s) must submit any required proprietary information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(g), and briefly stating the reasons that each document meets the said definitions. The opinions of Vendor's legal counsel shall not be binding upon DHSS.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DHSS will open the envelope to determine whether the procedure described above has been followed. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware.
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.

X SELECTION PROCESS

A. Basis of Award

The Proposal Evaluation Team shall report to the DSAMH its recommendation as to which Vendor(s) the DSAMH should negotiate for a possible award. The DSAMH may negotiate with at least one of the qualified vendors and may negotiate with multiple vendors at the same time. Once negotiations have been successfully concluded, the DSAMH shall notify the vendors of its selection(s). The DSAMH has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a Vendor of the acceptance of its proposal by the DSAMH, the subsequent full execution of a written contract and execution of a Purchase Order will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of these events. All Vendor(s) will be notified of their selection status."

The DSAMH shall award this contract(s) to the most responsible and responsive Vendor(s) who best meets the terms and conditions of the proposal. The award will be made on basis of corporate experience, corporate capability, and quality of the Vendor's response, price and references. The DSAMH is looking for best quality and value.

The DSAMH reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to the best Vendor(s).

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 DHSS.

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

It is the expectation of DHSS 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.

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

Any exceptions to the RFP, or the DHSS' terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the Proposal Evaluation Team.

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

B. Proposal Evaluation Team

The Proposal Evaluation Team comprises of a group with expertise in health care, procurement, contract management, budgeting, and technical operations. The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. The Division will award a contract to the successful vendor in the best interest of the State of Delaware

1. Proposal Clarification

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

2. References

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

3. Oral Presentations

Selected Vendors may be invited to make oral presentations to the Proposal Evaluation Team. The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.
All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for DSAMH are the Vendor's responsibility.

Proposal Evaluation Team members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each Vendor's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Team

C. Proposal Evaluation Criteria

Category	Weight
Meets mandatory RFP provisions	Pass/Fail
CD's properly submitted	
Hard Copies Properly Submitted	
Forms properly submitted	
1. Qualifications/Experience & Expertise of Applicant Organization	25
2. Proposed Program Design/	40
3. Capacity to meet requirements	25
4. Business Proposal	10
Total:	**100**

Upon selection of a vendor or vendors, a **Division of Substance Abuse and Mental Health** representative will enter into negotiations with the bidder to establish a contract. As stated above, DHSS reserves the right to simultaneously negotiate with several selected vendors.

D. 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 DSAMH's consultant or legal counsel on any matter related to the RFP.

E. 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.

F. State's Right to Award Multiple Source Contracting

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

G. 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:

BUSINESS PROPOSAL

Line item operating budget format will be distributed via cd at the pre-bid meeting and will be available online as part of the question and answers addendum.

APPENDIX B:

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 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 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 D

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 E

Supplier Diversity Information

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

APPENDIX F

FINANCIAL PRACTICES SELF REPORT

CONTRACT AGENCY: _____

DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH

FINANCIAL PRACTICES
PRE-AUDIT MONITORING SURVEY
SELF-REPORT

1. Do you maintain a **summary of total program funding and a breakdown of approximate funding by source**?

   Yes ___ No _____

   Comments: _____

2. Is your type of accounting system cash [ ] or accrual [ ]?

   Comments: _____

3. Does your **Chart of Accounts** include a description of the accounts, numeric and word components and the topical organization of the accounting system?

   Yes ___ No _____

   Comments: _____

4. Do you maintain the following **accounting records**?
   (Check those maintained)

General Ledger	____	Journals	____
Subsidiary Ledgers	____	Checkbooks	____
Payroll Records	____	Bank Statements	____
Paid & Unpaid Invoices	____	Funds Receivable	____
Accounts Payable	____	Time Sheets	____
Supportive Documentation	____	Petty Cash	____
Payroll Registers	____	Proof of Payroll	____
Cancelled Checks	____	Tax Payments	____

Comments: _____

5. What type of **financial statements**, frequency, and distribution of financial statements are maintained by the program? Who reviews and approves financial statements? (List)

Type	**Frequency**	**Distributed by**	Reviewed/ Approved By

(Use additional pages as necessary)

6. Does the program have a person or persons responsible for the preparation and review of the program budget?

Yes _____ No _____Name_____

Comments: _____

a. What are the procedures for preparing the **overall program budget**? (Summarize)

b. What are the procedures for estimating the projected income? (Summarize)

c. What are the procedures for periodic budget review and adjustments? (Summarize)

7. What are your procedures for: a) receipt of funds (receiving-recording-depositing), b) disbursement of funds (supporting document flow), c) authorizing signatures, and d) check writing procedures? (Summarize)

a. _____

b. _____

c. _____

d. _____

8. What are your procedures for purchasing?

a) Solicitation and bids for service

b) Receipt and inspection of goods (Summarize)

9. What is your procedure for payroll processing?

a. Is the payroll manual [ ] or automated [ ]?

b. What is the payroll period; weekly, monthly, etc.?

Comments: _____

c. Does the **payroll record** include time sheets __, payroll register __ and employee individual earning records __?

Comments: _____

d. Payroll automation - does it include approval of time sheets __, signature on payroll checks __ and payroll taxes __?

Comments: _____

10. Petty cash procedures:

a. What are the allowable uses of the petty cash fund? (Summarize)

b. Are there standard forms and procedures for using the petty cash fund? (Summarize)

c. What is the maximum balance maintained in petty cash fund?

d. What are the limits on individual transactions?

e. What are the procedures for reconciling and replenishing the petty cash fund? (Summarize)

11. Billing for services:

a. What are the procedures for determining client/consumer fees? (Summarize)

b. Do you maintain a schedule of fees? (Comments)

c. How is the client informed about the fee schedule? (Summarize)

d. How is client ability to pay determined? (Summarize)

e. How is receipt of client fees documented? (Summarize)

f. What are the procedures for billing clients? (Summarize)

g. What are the procedures for billing third-party payers? (Summarize)

h. What are the procedures for handling delinquent accounts? (Summarize)

12. Internal Controls

What are the internal management mechanisms for safeguarding the assets of the organization and for preventing and detecting errors? Do the contractor controls include:

a. Written Fiscal/Financial Practice Policies and Procedures?

Yes ____ No ___

Are these Policies and Procedures regularly reviewed and revised as necessary?

Yes ____ No ____

b. Separation of functional responsibilities?

Yes ____ No ____

Comments: _____

_____

_____

_____

2 c. Accurate and complete book of accounts?

Comments: _____

_____

_____

_____

d. Financial reports?

Yes _____ No ____

Comments: _____

_____

_____

e. Proper documentation?

Yes ____ No ___

Comments: _____

_____

_____

f. Annual audit?

Yes _____ No ___

Comments: _____

_____

_____

g. Bonding of employees handling money?

Yes ____ No ____

Comments: _____

_____

_____

13. Corporation Data:

Do you maintain the **following documents** up to date?

		YES	NO
a.	**Fidelity Bond**		
b.	**Insurance Policies for property** Liability Vehicle		
c.	**IRS Form 501C – Tax Exempt Status**		
d.	**IRS Form 4161 – Social Security Waiver**		
e.	**IRS Form 990 – Organization Exempt from Tax**		
f.	**IRS Form 941 – Qtly. Rpt. of Federal Withholding**		
g.	**Delaware Annual Franchise Tax Rpt**		
h.	**Delaware Unemployment Compensation & Disability Insurance Report**		
i.	**Delaware Forms (VCE - UC8A) W1-W3 Report of State Withholding**		
j.	**Contracts for Purchased Services (i.e. Rent, etc.)**		
k.	**Malpractice/Liability insurance to protect agency/staff against lawsuits brought by recipients of services**		
l.	**Corporate Documentation (e.g.: Certificate(s) of Incorporation; By-laws; Policy & Procedures; etc.)**		
m.	**Business license [State(s)]**		

14. Property Management:

a. Do you maintain an inventory of furnishings, office equipment, and other capital property?

Yes _____ No _____

Does the inventory show? (check all that apply)

Purchase or acquisition date	
Purchase Price	
Source of funds for purchase	
Identification number of item (serial number, model number, etc.	
Condition of item	
Location of item	
Date of loss, destruction or other disposition of item	

b. Is the inventory kept up-to-date?

Yes _____ No _____
How often is the inventory updated? _____

Who is responsible for keeping the inventory?

_____

15. Indirect/Administrative Cost

a. Does your agency charge an indirect/administrative cost to any of the programs or projects conducted or operated by the agency?

Yes _____ No _____

b. How do you determine the indirect cost pool for the agency? (Briefly summarize)

_____

_____

_____

Does the agency have a written policy on the development/application of indirect/administrative charges?

Yes _____ No _____

16. Survey Completed by _____

Title/Position_____

Signature_____ Date _____

APPENDIX G

Contract Boilerplate

DRAFT CONTRACT (SUBJECT TO REVISION)
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. Not withstanding 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.

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

C. <u>Financial Requirements</u>

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.

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

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

   (1) the laws of the State of Delaware;
   (2) the applicable portion of the Federal Civil Rights Act of 1964;
   (3) the Equal Employment Opportunity Act and the regulations issued there under by the Federal Government;
   (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
   (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the Federal government.

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

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

8. If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

9. Other General Conditions

(a)Current Version – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

(b) Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

(c) Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

(d) Prior Use – DHSS reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DHSS.

(e) Status Reporting – The selected Vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

(f) Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

(g) Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DHSS.

(h) Additional Terms and Conditions – DHSS reserves the right to add terms and conditions during the contract negotiations.

(i) **Dispute Resolution.** The State reserves the right to litigate in the appropriate court of law and/or equity.

10. RFP Miscellaneous Information

(a) **No Press Releases or Public Disclosure.** Vendors may not release any information about this RFP. DHSS reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware or DHSS with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of DHSS.

(b) **RFP Reference Library.** DHSS has made every attempt to provide the necessary information within this RFP. DHSS will make the reference library available only to those vendors who have been selected for contract award or as otherwise required by law.

(c) **Definitions of Requirements; Real Party in Interest.** To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a

mandatory requirement may cause the disqualification of your proposal. The terms DHSS, Division of Substance Abuse and Mental Health, the State of Delaware, the State, or the Agency are used interchangeably throughout this proposal. Each refers equally to the party issuing this RFP and seeking proposals.

E. Authorized Signatures:

For the Contractor: For the Department:

_____ _____

Signature Rita M. Landgraf Secretary

_____

Name (please print)

_____ _____

Title Date

_____ For the Division:

Date

_____

Kevin A. Huckshorn
Director

_____

Date

Attachment 1

Monthly Usage Report

State of Delaware											
Monthly Usage Report											
Supplier Name:				Insert Contract No.	Report Start Date:						
Contact Name:					Report End Date:						
Contact Phone:					Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											$0.00
											$0.00
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