



DELAWARE HEALTH
AND SOCIAL SERVICES

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

REQUEST FOR PROPOSAL NO. HSS 13 051

FOR

FAMILY PLANNING SERVICES (TITLE X)

FOR

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

Deposit	Waived
Performance Bond	Waived

**Date Due: December 17, 2013
11:00 A.M. LOCAL TIME**

A **pre-bid meeting** will be held on **November 5, 2013 at 10:00am** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, Third Floor Conference Room #301, 1901 North DuPont Highway, New Castle, DE 19720.

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

REQUEST FOR PROPOSAL # HSS 13 051

Sealed Proposals for Family Planning Services (Title X) for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901, will be **received** by:

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

Proposals will be accepted until **11:00am on December 17, 2013**. At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **November 5, 2013 at 10:00am** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, Third Floor Conference Room #301, New Castle, DE 19720. For further information please call 302-255-9290.

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

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

Obtaining Copies of the RFP

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

Public Notice

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

NOTIFICATION TO BIDDERS

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (HSS 13 051) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE 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, and E signed and all information on the forms complete.

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

Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**REQUEST FOR PROPOSAL
FOR
FAMILY PLANNING SERVICES (TITLE X)
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of **Family Planning Service (Title X)**. Contract renewal is possible for up to **4** additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be held. The meeting will be on **November 5, 2013 at 10:00am** at the following location.

Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building, Sullivan Street, 3rd Floor, Room 301
1901 N. Dupont Highway, New Castle, DE 19720

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

Further Information

Inquiries regarding this RFP should be addressed to:

Nicole Rhoden
Title X Program Director
417 Federal Street, Jesse Cooper Bldg.
Dover, DE 19901
Nicole.Rhoden@state.de.us
Phone (302) 744-4920
Fax (302) 739-6653

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Nicole Rhoden 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 October 29, 2013 and will be addressed at the pre-bid meeting. The complete list of questions and their answers may be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will be posted on the internet at <http://bids.delaware.gov>

Following the pre-bid meeting bidder communication is limited to Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

Contact with State Employees

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

**REQUEST FOR PROPOSAL
FOR
FAMILY PLANNING SERVICES (TITLE X)
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

I. INTRODUCTION

A. Background

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

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- responding to critical health issues and disasters;
- promoting the availability of health services.

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

The purpose of the Delaware Family Planning Program is to promote healthy, planned pregnancies, as well as, reduce and eliminate the incidence of unhealthy, unplanned pregnancies. This is accomplished through fertility and contraception counseling, as well as, promotion of good reproductive health.

Contraceptive counseling addresses both female and male anatomy and physiology, as well as, contraceptive methods including abstinence. Good reproductive health is promoted through 1) diagnosis, treatment and prevention of the transmission of Sexually Transmitted Diseases (STDs) and Human Immunodeficiency Virus (HIV), 2) early diagnosis of cancer through medical examination (breast, testicular and pelvic), Papanicolaou (Pap) smear, Liquid-based Cytology and/or colorectal cancer screening, and 3) testing, diagnosis, counseling or referral for other medical conditions that complicate healthy reproduction including Anemia, Diabetes, Cholesterol and lipid levels, Hepatitis B and certain genetic factors.

B. Project Goals

The goals of the project are in compliance with applicable State and Federal requirements regarding delivery of Family Planning services.

Bidders selected through this Request for Proposal must:

- Improve and maintain their organization's knowledge of, and compliance with, Title X Guidelines and Policies;
- Work to increase community awareness and use of Title X services;
- Work to improve their organization's service delivery to assure capacity and access to serve a diverse population including the un and under insured, adolescent, minority and hard-to-reach female and male populations in Delaware;
- Encourage sexually active adolescents to use counseling and other services to avoid unplanned pregnancy, STDs and HIV;
- Work to increase Delawarean's access to family planning services;
- Improve and maintain financial management of their organization through service delivery efficiency, securing supplies and equipment at the most cost effective pricing, and efficiently billing insurances and clients where policy permits; and
- Promote and comply with Federal Legislative Mandates, Program Priorities and Key Issues as listed in the following:

2013 Legislative Mandates

The following legislative mandates have been part of the Title X appropriations language for each of the last several years. Title X family planning services projects should include administrative, clinical, counseling, and referral services necessary to ensure adherence to these requirements.

- None of the funds appropriated in this Act may be made available to any entity under Title X of the Public Health

Service Act unless the applicant for the award certifies to the Secretary that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.

- Notwithstanding any other provision of law, no provider of services under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

2013 Program Priorities

1. Assuring the delivery of quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals, with priority for services to individuals from low-income families. This includes ensuring that grantees have the capacity to train staff throughout their Title X projects, and that project staff have received training on Title X program requirements;
2. Expanding access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with Title X program requirements and nationally recognized standards of care. These services include, but are not limited to, natural family planning methods, infertility services, services for adolescents, breast and cervical cancer screening, and sexually transmitted disease (STD) and HIV prevention education, testing, and referral. The broad range of services does not include abortion as a method of family planning;
3. Emphasizing the importance of discussing a reproductive life plan with all family planning clients, and providing preconception health services as a part of family planning services, as appropriate;
4. Addressing the comprehensive family planning and other health needs of individuals, families, and communities through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based

health and social service providers that provide needed services; and;

5. Identifying specific strategies for adapting delivery of family planning and reproductive health services to a changing health care environment including addressing provisions of the Affordable Care Act (ACA). This includes, but is not limited to, increasing the capacity of Title X service sites to utilize health information technologies that will enhance their ability to bill third party payers.

Key Issues

In addition to the Program Priorities, the following key issues have implications for Title X services projects, and should be considered in developing the program plan:

1. Efficiency and effectiveness in program management and operations;
2. Patient access to a broad range of contraceptive options, including long acting reversible contraceptives (LARC), other pharmaceuticals, and laboratory tests;
3. Management and decision-making through performance measures and accountability for outcomes;
4. Linkages and partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
5. Incorporation of CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;"
6. Data collection (such as the Family Planning Annual Report (FPAR)) for use in monitoring performance and improving family planning services;

7. Incorporation of research outcomes that focus on family planning service delivery;
8. Encouragement of vaccination of patients and health care personnel to protect against influenza.

II. SCOPE OF SERVICES

- All components listed in this section are mandatory.

This section describes the contractor responsibilities. Tasks are associated with a project deliverable when appropriate. The Department reserves the right to negotiate the requirements and associated reimbursement with the selected contractor relative to monitoring tasks listed below.

A. Provision of Family Planning Services.

The contractor will be required to provide family planning services in accordance with State and Federal requirements, specifically those requirements found in Part III, Sections 7 and 8 of the "Program Guidelines For Project Grants For Family Planning Services", (the Project Guidelines), issued by US Office of Population Affairs, Office of Family Planning (Appendix U).

B. Develop Quality Assurance Procedures and Monitoring of Service Delivery.

The contractor will develop monitoring procedures to insure that services are rendered to patients in accordance with sound medical practice and as described in the Project Guidelines, issued by US Office of Population Affairs, Office of Family Planning. (Appendix U)

C. Title X Compliance

This section is intended to be an overview for providers contracted to provide family planning services under Delaware's Title X Program. The overview is intended to provide a summary of critical processes and sample forms to assist contracted providers to fully participate in the Title X Program.

In brief, providers contracted with the Delaware Title X Family Planning Program perform the following:

- Provide family planning services to clients.
- Maintain medical records for all family planning clients in compliance with the “Program Guidelines For Project Grants For Family Planning Services”. (Appendix U)
- For FY2013 the Title X Family Planning Program Priorities include, “identifying specific strategies for adapting delivery of family planning and reproductive health services to a changing health care environment including addressing provisions of the Affordable Care Act (ACA). This includes, but is not limited to, increasing the capacity of Title X service sites to utilize health information technologies that will enhance their ability to bill third party payers.” The Regional Health Administrator has included EHR (Meaningful Use, please see Appendix G) use as one of the region specific performance measures to be reported to the Office of the Assistant Secretary of Health (OASH). EHR use is complementary to the many changes occurring as a part of the Affordable Care Act transition.

It is an expectation that bidding agencies either have a working sustainable EHR system or are working on procuring one. Please include in your description, what stage of the EHR system implementation you are currently in. The Centers for Medicare & Medicaid Services (CMS) currently has an incentive program that provides financial incentives for the “meaningful use” of certified EHR technology to improve patient care. To receive an EHR incentive payment, providers have to show that they are “meaningfully using” their EHRs by meeting thresholds for a number of objectives. CMS has established the objectives for “meaningful use” that eligible professionals, eligible hospitals, and critical access hospitals (CAHs) must meet in order to receive an incentive payment. (Appendix G)

- Invoice the Title X program for unduplicated clients served, bill other medical insurances for clients serviced and charge clients on a sliding scale.
- Utilize California Family Health Council's Cooperative Purchasing Program (CFHC Co-Op) and 340B Drug Pricing Program to benefit from reduced cost supplies for their family planning practice.

- Report all family planning clients served on their Family Planning Annual Report (FPAR). (Appendix T)

1. Program Guidelines For Project Grants For Family Planning Services

The “Program Guidelines For Project Grants For Family Planning Services” (Program Guidelines) (Appendix U), issued by U.S. Department of Health and Human Services (DHHS), Office of Population Affairs (OPA), describes the requirements for the Delaware Title X Family Planning Program. Specific family planning methods and clinical processes described in the Program Guidelines are applicable to contracted providers only where contracted to provide those services. Statements regarding patient consent, confidentiality, medical records keeping requirements and other non-method specific procedural practices are requirements of all contractors enrolled in the program.

2. Services

Full services of the Program are described in the “Program Guidelines For Project Grants For Family Planning Services”. Contracted providers may provide all of these services or some of these services. Details about the extent of a contractor’s practice services are included in their contract. Included in the forms section of this document, is a form titled “Services Provided”. (Appendix I) The “Services Provided” form must be completed to document the array of family planning methods and services a contractor provides.

3. Contract

Details regarding reimbursement rates and other specific requirements are included in the selected bidder’s contract.

4. Invoices

Contracted providers are required to invoice the program regularly as stated in the terms of the provider contract. A “sample invoice” is included in the forms section of this document. (Appendix Q) Invoicing frequency may be either monthly or quarterly. However, invoices must be submitted timely (within 30 days) to allow program staff to closely monitor expenditures.

5. **Billing Medical Insurances**

Payment from the Delaware Title X Program does not preclude a contracted provider from billing medical insurances. Current Delaware Title X payments are a once per contract year payment per unduplicated client. Where a client has existing medical insurance coverage for a family planning service, an invoice for that client shall not be submitted to the Delaware Family Planning Program. Where a client has no medical insurance coverage, or medical insurance that does not cover a service provided under the Delaware Family Planning Program (and the client's income is less than 250% of the Federal Poverty Level), an invoice for that client should be submitted to the Delaware Family Planning Program. For all clients receiving family planning services as defined under Title X, use of the 340B Drug Program, Family Planning Cooperative Purchasing Program and reporting on the Family Planning Annual Reporting (FPAR) are appropriate.

6. **Sliding Fee Scale**

Each contracted provider must develop a sliding fee scale (based on their costs and operation). The fee scale should not charge any client with income at, or below, 100% Federal Poverty Level (FPL). Charges to patients above 100% FPL should be graduated at reasonable intervals with a minimum of three levels (a sample sliding fee scale is attached) (Appendix R). Bidders **must** adapt Appendix R of this RFP to submit a sliding fee scale as part of their response to the RFP. A schedule of discounts is required for individuals with family incomes between 101% and 250% of the Federal poverty level. In addition, adolescent patients age 19, or under, who are seeking confidential services (without involvement of parent or guardian) must have payment assessment solely based on the adolescent's income per the Project Guidelines.

7. **California Family Health Council (CFHC)**

Contracted providers in the Delaware Title X Program are eligible to participate in the **California Family Health Council's** Cooperative Purchasing Program (CFHC Co-Op) and benefit from the reduced costs for supplies available through the CFHC Co-Op for their family planning practice. To obtain more information, view the CFHC Co-Op sites at <http://www.cfhc.org/programs-and-services/co-op>.

8. 340B Drug Pricing Program

Contracted providers in the Delaware Title X Program are eligible to participate in the 340B Drug Pricing Program and benefit from the reduced costs for supplies available through the 340B Drug Pricing Program for their family planning practice. To obtain more information, view the 340B Drug Pricing Program site at <http://opanet.hrsa.gov/opa/default.aspx>.

9. Family Planning Annual Report (FPAR)

All clients receiving family planning services from a contracted provider, must be reported by the contracted provider on their Family Planning Annual Report (FPAR). The FPAR reporting requirement includes family planning clients for whom the provider did not invoice Title X due to income above 250% FPL (or other reasons stated in the provider contract). Clients are reported for all income levels, as well as, clients who paid on a sliding fee scale or for whom medical insurance reimbursements were received. Details about the FPAR are included as an attachment to your provider contract.

10. Definition of a Title X Family Planning Client

A Title X Family Planning client is any client who receives family planning services from a contracted provider in the Title X Family Planning Program. Services and medical records of such clients must be maintained in accordance with Title X requirements and reported on the Family Planning Annual Report (FPAR) regardless of whether a Title X payment has been made for that specific client. For all of these clients, a contracted provider may use products and supplies obtained through the Family Planning Cooperative Purchasing Program (FPCPP) and 340B Drug Pricing Program.

11. Program Required Forms (Examples)

The "Program Guidelines For Project Grants For Family Planning Services" indicates forms that are required for a Family Planning practice under Title X. The forms listed below, and forms included as attachments, are only examples of some of these forms. Contracted providers may choose to use another form that includes the required information and meets the same purpose, including:

- Patient Consent (An example appears in Appendix M)
- Method Specific Consent (An example for ORTHO EVRA PATCH – BIRTH CONTROL PATCH is included in Appendix N)
- Employee Awareness of Confidential and Voluntary Nature of Program (An example appears in Appendix O)
- Family Planning Reception Area Sign (An example appears in Appendix P)
- Invoice (An example appears in Appendix Q)
- Sliding Fee Scale (An example appears in Appendix R)

12. Site Reviews

Contracted providers in the Delaware Family Planning network must participate and cooperate with site review activities conducted by State and Federal staff. Site reviews include review of client records, contractor financial records, contractor administrative materials and policies, and, review of provider outreach materials and activities. Review activity may take place on an annual basis and, at a minimum, once every three years.

13. Confidential and Voluntary Nature of Services

Clients served in the Delaware Family Planning network accept services on a voluntary basis. Client confidentiality must be maintained. Client voluntary and confidential policies found in the “Program Guidelines”, as well as, the Health Insurance Portability and Accountability Act (HIPAA) govern the privacy and security of patient treatment and information.

14. Culturally Competent Service Delivery

Services provided by bidders selected and contracted under this RFP must be delivered with cultural competency in terms of language, race, ethnicity, as well as, any demographic variable whose consideration would improve and enhance the effectiveness of services.

15. Required Program Forms For This RFP

In addition to other forms identified as required with submission of a proposal in response to this RFP, a bidder **must** complete the following forms related to budget, service delivery and policy:

- APPENDIX I - SERVICES PROVIDED

- APPENDIX J - SERVICE SITE INFORMATION
- APPENDIX K - Staffing Inventory
- APPENDIX L – Federal Title X Compliance Form
- APPENDIX S – Financial Policy: Charges, Billing, and Collections For Family Planning Services

16. Location of Services under this RFP

This RFP is specifically published to select providers of Title X services throughout the state of Delaware.

17. Amount of Award

In 2013, the Delaware Title X Family Planning Program was awarded \$1,101,920. The amount of potential award is based on Federal Grant award and number of participating providers.

Awards provided under this RFP do not include any funding for set-up or rental of facilities.

Award amount will be based on the provision of full services during 35 hours of availability each calendar week. A bidder may propose a reduced number of hours available with a proportional reduction in award. The bidder may also partner with another organization to provide services based on a complimentary schedule that consists of 35 hours during a calendar week. Where proposals are of comparable rating, weekend and evening hours will receive extra consideration. Proposals must include documentation confirming any of the proposed rental, facility, and/or partner agreements.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is twelve (12) months with the possibility of renewal for up to four (4) additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors **will** be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the

service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

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

C. Funding Disclaimer Clause

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

D. Reserved Rights

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

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

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

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

The Contract may be terminated in whole or part:

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

F. Contractor Monitoring/Evaluation

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

G. Payment:

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

H. W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 was implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations are no longer responsible for collecting the Form W-9 from vendors. The vendor has the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval.

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 required to be done as part of the submission of the bidder's proposal.

I. Required Reporting

One of the primary goals in administering the contract resulting from this RFP 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 (Appendix H) 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 Nicole Rhoden at Nicole.Rhoden@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.

IV. FORMAT AND CONTENT OF RESPONSE

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

A. Bidder's Signature Form

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

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: December 17, 2013 at 11:00am**).

C. Table of Contents

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

D. Confidential Information

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

E. Qualifications and Experience

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

Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

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

F. Bidder References

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

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

G. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

H. Certification and Statement of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal

opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendices D & E)

I. Standard Contract

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

V. BUDGET

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

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

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

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

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their

component files) not in this condition may be cause for the vendor to be disqualified from bidding.

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

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

The responses to this RFP shall be submitted to:

Procurement Administrator
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 **December 17, 2013 at 11:00am**. 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 December 16, 2014. The State of Delaware reserves the right to ask for an extension of time if needed.

E. Acknowledgement of Understanding of Terms

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

F. Realistic Proposals

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

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

G. Non-Conforming Proposals

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

H. Notification of Acceptance

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

I. Questions

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

Nicole Rhoden
Title X Program Director
417 Federal Street, Jesse Cooper Bldg.
Dover, DE 19901
Nicole.Rhoden@state.de.us
Phone (302) 744-4920
Fax (302) 739-6653

Deadline for submission of all questions is October 29, 2013. All questions and answers will be posted on the RFP website at <http://bids.delaware.gov> no later than November 19, 2013. Please include your fax number and/or your email address with your request.

J. Amendments to Proposals

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

K. Proposals Become State Property

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

L. Non-Interference Clause

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

M. Investigation of Bidder's Qualifications

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

N. RFP and Final Contract

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

O. Proposal and Final Contract

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

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

P. Cost of Proposal Preparation

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

Q. Proposed Timetable

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

<u>Activity</u>	<u>Date</u>
RFP Advertisement	October 15, 2013
Questions Due	October 29, 2013
Pre-bid Meeting	November 5, 2013 10:00am
Answers to Questions	November 19, 2013
Bid Opening	December 17, 2013 11:00am
Selection Process Begins	December 18, 2013
Vendor Selection (tentative)	January 27, 2014
Project Begins	March 31, 2014

R. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

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

VII. SELECTION PROCESS

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

A. Proposal Evaluation Criteria

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

Category	Weight
Meets mandatory RFP provisions (including required services and mandatory forms, as stated in Section II.C.15).	Pass/Fail
Understanding of the requirements and ability to provide the service, including: <ul style="list-style-type: none"> 1. Qualifications/experience of vendor (15) 2. Inclusion of all requested elements (10) 3. Resources available (15) 	40
Methodology proposed, including: <ul style="list-style-type: none"> 1. Services proposed fit needs as expressed in RFP (15) 2. Proposed activities follow a logical sequence (5) 	20
Adequacy of work plan & schedules <ul style="list-style-type: none"> 1. Time line (10) 2. Builds on existing work/infrastructure (10) 	20
Cost proposal	20
Total: 100	

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

B. Consultants and Legal Counsel

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

C. Exclusions

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

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

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

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

Has violated contract provisions such as:

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

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

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

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

D. Project Costs and Proposed Scope of Service

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

APPENDIX A:

BUDGET SUMMARY SHEET

Budget Summary Sheet

Categories	Amounts
Staff Salaries	

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

Travel / Training

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

Contractual

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

Supplies

Office	
Janitorial	
Medical	
Program	
Other (specify)	

Equipment / Other Direct Costs

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

Indirect Costs (12%)

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

TOTAL BUDGET

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APPENDIX B:

BUDGET WORKSHEET

Budget Worksheet page 2

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

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

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

Budget Worksheet page 3

<u>Indirect Costs (no more than 12%)</u> Identify any line items contributing to total costs not delineated in the above sections	
Total: Indirect Costs	

APPENDIX C:

BIDDERS SIGNATURE FORM



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

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

APPENDIX D:

CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

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

- f. 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 _____.
- g. 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.
- h. 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.
- i. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX E

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX F

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

A. Introduction

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

B. Administrative Requirements

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

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

and

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

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

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

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

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

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

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

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

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

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status 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 in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

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

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

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

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

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

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

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

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

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

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

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

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the

Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

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

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

13. 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 of Public Health
417 Federal Street
Dover, DE 19901

Attn: Support Services Section

To the Contractor at:

14. 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.

15. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.

16. 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.

17. The term "Contract Documents" shall mean the documents listed in this Section. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendices. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

Standard Department Contract (pages 1 – 10 of this contract)
Appendix A – Divisional Requirements
Appendix B – Service and Budget Description
Appendix C – Name of Appendix, if necessary
Appendix D – Name of Appendix, if necessary

18. 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.

19. 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.
20. 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.
21. 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.
22. 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.

23. 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.

24. 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.
25. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.

5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix ___ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: “Laws Regulating the Conduct of Officers and Employees of the State,” and in particular with Section 5805 (d): “Post Employment Restrictions.”
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix ___ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor’s procedures must include the title of the position(s) responsible for the PM40 process in the contractor’s agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix n/a 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.

Remainder of this page intentionally left blank.

E. Authorized Signatures:

For the Contractor:

Signature

Name (please print)

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

Karyl T. Rattay, MD, MS
Director

Date

APPENDIX A (of the Sample Contract)

DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. **Lesser Sanctions** - The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.
2. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
3. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
4. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
5. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
6. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
7. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

APPENDIX B (of the Sample Contract)
SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

Email: _____

Contact Persons name: _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

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

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

Appendix G

Electronic Health Records: Meaningful Use

For more information on Electronic Health Records and the CMS EHR Incentive Programs, please visit:

<http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/index.html>

Appendix G

Electronic Health Records: Meaningful Use

MEANINGFUL USE

The main components of Meaningful Use are:

- The use of a certified EHR in a meaningful manner, such as e-prescribing.
- The use of certified EHR technology for electronic exchange of health information to improve quality of health care.
- The use of certified EHR technology to submit clinical quality and other measures.

In other words, providers need to show they're using certified EHR technology in ways that can be measured significantly in quality and in quantity.

The meaningful use of EHRs intended by the US government incentives is categorized as follows:

- Improve care coordination
- Reduce healthcare disparities
- Engage patients and their families
- Improve population and public health
- Ensure adequate privacy and security

The Obama Administration's Health IT program intends to use federal investments to stimulate the market of electronic health records:

- Incentives: to providers who use IT
- Strict and open standards: To ensure users and sellers of EHRs work towards the same goal
- Certification of software: To provide assurance that the EHRs meet basic quality, safety, and efficiency standards

The detailed definition of "meaningful use" is to be rolled out in 3 stages over a period of time until 2015. Details of each stage are hotly debated by various

groups. Only stage 1 has been defined while the remaining stages will evolve over time.

Meaningful use Stage 1

The first steps in achieving meaningful use are to have a certified electronic health record (EHR) and to be able to demonstrate that it is being used to meet the requirements. Stage 1 contains 25 objectives/measures for Eligible Providers (EPs) and 24 objectives/measures for eligible hospitals. The objectives/measures have been divided into a core set and menu set. EPs and eligible hospitals must meet all objectives/measures in the core set (15 for EPs and 14 for eligible hospitals). EPs must meet 5 of the 10 menu-set items during Stage 1, one of which must be a public health objective.

Full list of the Core Requirements and a full list of the Menu Requirements.

Core Requirements:

1. Use computerized order entry for medication orders.
2. Implement drug-drug, drug-allergy checks.
3. Generate and transmit permissible prescriptions electronically.
4. Record demographics.
5. Maintain an up-to-date problem list of current and active diagnoses.
6. Maintain active medication list.
7. Maintain active medication allergy list.
8. Record and chart changes in vital signs.
9. Record smoking status for patients 13 years old or older.
10. Implement one clinical decision support rule.
11. Report ambulatory quality measures to CMS or the States.
12. Provide patients with an electronic copy of their health information upon request.
13. Provide clinical summaries to patients for each office visit.
14. Capability to exchange key clinical information electronically among providers and patient authorized entities.
15. Protect electronic health information (privacy & security)

Menu Requirements:

1. Implement drug-formulary checks.
2. Incorporate clinical lab-test results into certified EHR as structured data.
3. Generate lists of patients by specific conditions to use for quality improvement, reduction of disparities, research, and outreach.
4. Send reminders to patients per patient preference for preventive/ follow-up care
5. Provide patients with timely electronic access to their health information (including lab results, problem list, medication lists, allergies)
6. Use certified EHR to identify patient-specific education resources and provide to patient if appropriate.
7. Perform medication reconciliation as relevant
8. Provide summary care record for transitions in care or referrals.
9. Capability to submit electronic data to immunization registries and actual submission.
10. Capability to provide electronic syndromic surveillance data to public health agencies and actual transmission.

To receive federal incentive money, CMS requires participants in the Medicare EHR Incentive Program to "attest" that during a 90-day reporting period, they used a certified EHR and met Stage 1 criteria for meaningful use objectives and clinical quality measures. For the Medicaid EHR Incentive Program, providers follow a similar process using their state's attestation system.

Meaningful use Stage 2

The government released its final ruling on achieving Stage 2 of meaningful use in August 2012. Eligible providers will need to meet 17 of 20 core objectives in Stage 2, and fulfill three out of six menu objectives. The required percentage of patient encounters that meet each objective has generally increased over the Stage 1 objectives.

While Stage 2 focuses more on information exchange and patient engagement, many large EHR systems have this type of functionality built into their software, making it easier to achieve compliance. Also, for those eligible providers who have successfully attested to Stage 1, meeting Stage 2 should not be as difficult, as it builds incrementally on the requirements for the first stage.

Appendix H

Monthly Usage Report

Appendix I

Services Provided

APPENDIX I - SERVICES PROVIDED

- 1 = Provided on-site at all sub- recipient sites
- 2 = Provided within sub-recipient, but not at all sites
- 3 = Referral outside sub-recipient system, but paid for by Title X
- 4 = Not provided

PLEASE LIST PROVIDER LOCATION(S):

	Services	Designation (1,2,3, or 4)
1	Informed Consent	
2	Method Specific Consent	
3	History	
4	Physical Assessment	
5	Lab Testing	
6	Pap Testing	
7	Client Education/ Counseling	
8	Pregnancy Diagnosis/ Counseling	
9	STD Testing	
10	STD Treatment	
11	Male Services	
12	HIV Services	
13	Identification of Estrogen – Exposed Offspring	
14	Level I Infertility Services	
15	Minor GYN Problems	
16	Health Promotion/ Disease Prevention	
17	Special GYN Procedures	

18	Emergency Contraception	
	Services	Designation (1,2,3, or 4)
19	Female Sterilization	
20	IUD/ IUS	
21	Hormonal Implant	
22	3 Month Hormonal Injection	
23	Oral Contraceptive	
24	Hormonal/ Contraceptive Patch	
25	Vaginal Ring	
26	Cervical Cap/ Diaphragm	
27	Contraceptive Sponge	
28	Female Condom	
29	Spermicidal Methods or Products	
30	Fertility Awareness Method (FAM)	
31	Abstinence Education	
32	Vasectomy	
33	Male Condom	
34	Other Methods	

APPENDIX J

Service Site Information

APPENDIX J - SERVICE SITE INFORMATION

CLINIC LOCATION (S)	CITY	SERVICE AREA (City, County, Other)	OFFICE DAYS & HOURS	CLINIC DAYS & HOURS	NUMBER OF FAMILY PLANNING CLIENTS PROJECTED

Copy and complete additional pages, if needed.

APPENDIX K

Staffing Inventory

APPENDIX K- Staffing Inventory

(This chart must reflect all staff who support services to Family Planning clients regardless of how the staff position is funded or how the services for the client are funded).

Clinical Provider Staff (Physician, Advance Practice Nurse, Physician Assistant, etc.)

Name	Medical Credentials (such as MD, DO, APN, CNM)	FTE	Service Site

Management Staff (CEO, Fiscal, Marketing, etc.)

Name	Title	FTE	Service Site

Administrative Support Staff (Reception, Scheduling, Records, etc.)

Name	Title	FTE	Service Site

Other Staff (Social Work, Dietician, Counseling, etc.)

Name	Title	FTE	Service Site

Copy and complete additional pages, if needed.

APPENDIX L

Federal Title X Compliance Form

APPENDIX L – Federal Title X Compliance Form

TITLE X ASSURANCE OF COMPLIANCE

_____ assures that it will:
(Name of Organization)

Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.

Provide services in a manner which protects the dignity of the individual.

Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status.

Not provide abortions as a method of family planning.

Provide that priority in the provision of services will be given to persons from low-income families.

Further: _____ certifies that it will:
(Name of Organization)

Encourage family participation in the decision of the minor seeking family planning services.

Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.

From Part 59—Grants for Family Planning Services, Subpart A, Section 59.5(a) 2, 3, 4, 5 and 6.

(Signature)

(Title)

(Date)

APPENDIX M

Consent Form (Sample)

APPENDIX M – Consent Form

CONSENT FOR EXAMS – TESTS - TREATMENT – SERVICES

I agree that I or my child (please print) _____
Be examined, have appropriate tests, receive treatment, receive referrals, or
receive any other services by a person authorized by this office.

I certify that I am the ___ mother ___ father ___ legal guardian of the
above named child. ___ Not applicable

I agree to accept responsibility for any additional and/or follow-up care that
may not be available from this office. In case of emergency, I have been told
to go to my private doctor or local emergency room.

I agree to release and hold harmless this medical office and/or employees from
any liability for physical injuries suffered as a result of any exams, test treatment,
and/or services received in addition, I consent to the office taking samples,
cultures, or lab tests that they deem necessary.

I have had the opportunity to receive and review the Health Insurance
Portability and Accountability Act Notice of Privacy Practices.

This consent shall apply to these medical offices actions for medical care for a
period of one year from the date of signature.

(Client/Parent/Guardian Signature)

Date

(Office Agent Signature)

Date

APPENDIX N

Method Specific Consent Form (Sample)

APPENDIX N – Method Specific Consent Form

ORTHO EVRA PATCH (BIRTH CONTROL PATCH) INFORMATION SHEET

Before you give your consent, be sure you understand the pros and cons of using the Patch. This form outlines the possible complication that can occur with the Patch, and the danger signs you should watch for while you are using the Patch. If you have any question, we will discuss them with you. You can change your mind at any time about using this method. Should this occur please contact the office. Remember that your consent is entirely voluntary

Of 100 women using the Patch about 1 may become pregnant during the first year of actual use. The Patch does provide highly effective birth control protection and there is less chance of getting pregnant if you use the Patch correctly and never forget a Patch.

In addition to its benefits as method of birth control, some women experience the following benefits from using the Patch:

Decreased menstrual cramps and blood loss, less iron deficiency anemia, some protection from non- cancerous breast tumors and ovarian cysts, and fewer entopic p pregnancies.

Predictable, regular menstrual cycles, less acne, decreased risk of infection of pelvis, uterus or tubes (P.I.D.), some protection from ovarian and endometrial cancers.

There may be less protection from pregnancy when the patch is used with some drugs, including drugs to control seizures, certain antibiotics and others you should talk to your health care provider about what to do if you take any other medicine with the Patch.

If you see a health care provider for any reason, you should tell him/her that you are using the Patch.

If you want to get pregnant, you should stop using the Patch and use another method until your periods become regular. Normal cycles usually return in a few months, but rarely a woman may have trouble getting pregnant, you should not begin to use the Patch if there is any chance that you might be pregnant.

Patch users have slightly greater chance than non-users of developing certain serious problems that may become fatal in rare cases, including:

Blood clots
Heart attack (to woman age 35 and older)
Stroke
Liver tumors

The chances of developing serious health problems increase with age, when certain other health risk factors are present, such as:

- Smoking more than 15 cigarettes per day
- High blood pressure
- Diabetes
- Age 35 and over
- Liver tumors

Patch use is ruled out if you have had now have or develop in the future:

- Blood clots
- Serious liver disease
- Any suspicion of abnormal growth or cancer of the breast or uterus
- Inflammation of the veins
- Unexplained bleeding from the vagina
- Body weight equal to or greater the 198 pounds

You may need special tests to see whether you should use the Patch if there is a family history of certain condition such as: diabetes, high cholesterol, heart attack, or stroke.

Some minor reaction to the Patch may include:

- Nausea, vomiting
- Weight gain or loss
- Irritation at application site of the patch
- Breast tenderness
- Spotting between periods

You need to watch for the following Patch danger signals, Report any to a health care provider immediately.

- Chest or arm pain
- Unusual swelling or pain in the legs
- Eye problems such as blurred or double vision
- Yellowing of the skin or eyes
- Shortness of breath
- Severe headaches
- Pain in the abdomen
- Severe depression

CONSENT FOR ORTHO EVRA PATCH BIRTH CONTROL

I accept that:

The risk to life and health is greater from pregnancy than from Patch use, except when a woman is age 35 or older or smoke heavily.

A clinician is available to answer any question I may have.

No guarantee or assurance has been made to me as to the results if I use patch contraceptive or any other method of birth control. I understand that regular check-ups are necessary while using the Patch and I will need to return for follow-up care.

I accept that if tests taken for sexually transmitted diseases are positive; reporting of certain positive results to public health agencies is required by law.

I agree to accept responsibility for any additional and/or follow-up care that may be available from Public Health. I have been told how to get medical care in case of emergency.

Signed _____	Witness _____	Date _____
Signed _____	Witness _____	Date _____
Signed _____	Witness _____	Date _____
Signed _____	Witness _____	Date _____
Signed _____	Witness _____	Date _____

APPENDIX O

Employee Awareness/Confidential and Voluntary Nature of Program

APPENDIX O - Employee Awareness/Confidential and Voluntary Nature of Program



**Delaware Department of Health and Social Service
Division of Public Health**

STATEMENT OF UNDERSTANDING OF
VOLUNTARY AND CONFIDENTIAL NATURE OF TITLE X FAMILY PLANNING SERVICES

VOLUNTARY NATURE OF TITLE X FAMILY PLANNING SERVICES: Title 42, Chapter I, Subpart A, Sec. 59.5(a)(2)

"Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the applicant."

CONFIDENTIAL NATURE OF TITLE X FAMILY PLANNING SERVICES: Title 42, Chapter I, Subpart A, Sec. 59.11

"All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals."

I, _____, have read and understand the Voluntary and Confidentiality requirements of the Title X Family Planning Program. I also understand that violation of the policies regarding the voluntary and confidential nature of this program makes me subject to civil and/or criminal penalties, as well as Delaware Health and Social Services (DHSS) disciplinary action, if appropriate.

Name (print)

Witness Signature

Signature

Date

APPENDIX P

Family Planning Reception Area Sign (Sample)

APPENDIX P: Family Planning Reception Area Sign (Sample)

Reproductive and Sexual Health

Services Provided Here

- Services are CONFIDENTIAL and VOLUNTARY.
- Services may be covered by your medical Insurance.
- Services may be offered on a sliding fee scale based on family size and income.
- Donations are accepted but not required.
- Nobody will be refused services based on inability to pay.

For more information, please inquire at the reception desk

Or

visit the Family Planning website at:

Reproductivehealth.dhss.delaware.gov

APPENDIX Q

Invoice (Sample)

APPENDIX Q - Invoice (Sample)

(LETTERHEAD)

To: Family Planning Program
Division of Public Health
417 Federal Street
Dover, DE 19901

From:

- Invoice Prepared By Signature:

- Invoice Date:

- Service Period: Title X Family Planning Invoice for services rendered during April 2014

- Contract #: XXXXXXXXXX

- Invoice #: XXXXXXXXX

xxx Adolescents females @ \$xx per unduplicated patient = \$xxx.xx

xxx Females @ \$xx per unduplicated patient = \$xxx.xx

xxx Males @ \$xx per unduplicated patient = \$xxx.xx

Total Invoice for April 2014 = \$xxx.xx

- Please make checks payable to: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

- Mail payment to: Attn: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXX

APPENDIX R

Sliding Fee Scale (Sample)

APPENDIX R – Sliding Fee Scale – Sample Portion

**** REPRODUCTIVE HEALTH FEE SCHEDULE (FAMILY PLANNING AND STD SERVICES) Effective 07/01/12 ****

Category 2: Full Fee x 0.1 Category 3: Full Fee x 0.3 Category 4: Full Fee x 0.5 Category 5: Full Fee x 0.7 Category 6: Full Fee x 0.9		Income < 100% FPL	Income 101- 133% FPL	Income 134 - 150% FPL	Income 151 - 185% FPL	Income 186 - 200% FPL	Income 201 - 250% FPL
VISITS	FULL FEE	Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
99384 - Preventive visit, new, 12-17	\$115	\$0	\$12	\$35	\$58	\$81	\$104
99385 - Preventive visit, new, 18-39	\$115	\$0	\$11	\$34	\$57	\$80	\$103
99386 - Preventive visit, new, 40-64	\$129	\$0	\$13	\$39	\$64	\$90	\$116
99394 - Preventive visit, est, 12-17	\$129	\$0	\$13	\$39	\$64	\$90	\$116
99395 - Preventive visit, est, 18-39	\$104	\$0	\$10	\$31	\$52	\$73	\$94
99396 - Preventive visit, est, 40-64	\$125	\$0	\$12	\$37	\$62	\$87	\$112
99201 - NEW PATIENT-BRIEF	\$64	\$0	\$6	\$19	\$32	\$45	\$57
99202 - NEW PATIENT-LIMITED EXAM	\$75	\$0	\$7	\$22	\$37	\$52	\$67
99203 - NEW PATIENT-INTERMEDIATE EXAM	\$83	\$0	\$8	\$25	\$42	\$58	\$75
99204 - NEW PATIENT-COMPREHENSIVE	\$133	\$0	\$13	\$40	\$66	\$93	\$120
99211 - CONTINUING PATIENT-BRIEF	\$44	\$0	\$4	\$13	\$22	\$31	\$39
99212 - CONTINUING PATIENT-LIMITED	\$59	\$0	\$6	\$18	\$30	\$42	\$53
99213 - CONTINUING PATIENT-INTERMEDIATE	\$76	\$0	\$8	\$23	\$38	\$53	\$69
99214 - CONTINUING PATIENT-COMPREHENSIVE	\$101	\$0	\$9	\$27	\$45	\$62	\$80
CONTRACEPTIVES	FULL FEE	Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
Aviane	\$12	\$0	\$1	\$3	\$6	\$8	\$10
DelfenFoam w/ applicator - 17gm	\$13	\$0	\$1	\$4	\$6	\$9	\$11
Depo-Provera 150mg Injection	\$18	\$0	\$2	\$5	\$9	\$13	\$16
Depo (Generic)	\$24	\$0	\$2	\$7	\$12	\$17	\$22
Desogen	\$15	\$0	\$2	\$5	\$8	\$11	\$14
Diaphragm	\$54	\$0	\$5	\$16	\$27	\$38	\$48
LoEstrin 1.5/30-28	\$15	\$0	\$2	\$5	\$8	\$11	\$14
LoOvral-28	\$12	\$0	\$1	\$4	\$6	\$8	\$11
LoOverall po 4 tablets Stat, repeat dose in 12 hours	\$12	\$0	\$1	\$4	\$6	\$8	\$11
Lutera	\$10	\$0	\$1	\$3	\$5	\$7	\$9
Micronor	\$7	\$0	\$1	\$2	\$3	\$5	\$6
Modicon-28	\$19	\$0	\$2	\$6	\$10	\$13	\$17
Neocon	\$11	\$0	\$1	\$3	\$6	\$8	\$10
Norinyl	\$6	\$0	\$1	\$2	\$3	\$4	\$5
NuvaRing (each)	\$23	\$0	\$2	\$7	\$12	\$16	\$21
NuvaRing (Box of 3)	\$63	\$0	\$6	\$19	\$31	\$44	\$57
Ortho Erva Patch	\$20	\$0	\$2	\$6	\$10	\$14	\$18

APPENDIX S

Financial Policy: Charges, Billing, and Collections For Family Planning Services

Appendix S – Financial Policy: Charges, Billing, and Collections For Family Planning Services

Grantees must maintain a financial management system that meets the standards specified in Subpart C of 45 CFR Part 74 or Subpart C of 45 CFR Part 92, as applicable, as well as any other requirements imposed by the Notice of Grant Award, and which complies with Federal standards to safeguard the use of funds. Documentation and records of all income and expenditures must be maintained as required.

Charges, Billing, and Collections

A grantee is responsible for the implementation of policies and procedures for charging, billing, and collecting funds for the services provided by the project. The policies and procedures should be approved by the governing authority or board of the grantee and the Regional Office.

Clients must not be denied project services or be subjected to any variation in quality of services because of the inability to pay. Billing and collection procedures must have the following characteristics:

- (1) Charges must be based on a cost analysis of all services provided by the project. At the time of services, clients who are responsible for paying any fee for their services must be given bills directly. In cases where a third party is responsible, bills must be submitted to that party.
- (2) A schedule of discounts must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to service. A schedule of discounts is required for individuals with family incomes between 101% and 250% of the Federal poverty level. Fees must be waived for individuals with family incomes above this amount who, as determined by the service site project director, are unable, for good cause, to pay for family planning services.
- (3) Clients whose documented income is at or below 100% of the Federal poverty level must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services.

- (4) Individual eligibility for a discount must be documented in the client's financial record.
- (5) Bills to third parties must show total charges without applying any discount.
- (6) Where reimbursement is available from Title XIX or Title XX of the Social Security Act, a written agreement with the Title XIX or the Title XX state agency at either the grantee level or delegate/contract agency level is required.
- (7) Bills to clients must show total charges less any allowable discounts.
- (8) Eligibility for discounts for minors who receive confidential services must be based on the income of the minor.
- (9) Reasonable efforts to collect charges without jeopardizing client confidentiality must be made.
- (10) A method for the "aging" of outstanding accounts must be established.
- (11) Voluntary donations from clients are permissible. However, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. Donations from clients do not waive the billing/charging requirements set out above.
- (12) Client income should be re-evaluated at least annually.

Effective financial management will assure the short and long term viability of the project, including the efficient use of grant funds. Technical assistance in achieving this objective is available from the Regional Office. Title X projects offering services that are not required by the statute, regulations or these Guidelines should whenever possible seek other sources of funding for such services before applying Title X funds to those activities.

CATEGORY I					CATEGORY II					CATEGORY III				
100% OF POVERTY (\$0 CHARGE)					101-133% OF POVERTY (0.1 x Full Cost)					134-150% OF POVERTY (0.3 x Full Cost)				
FAMILY SIZE	ANNUAL Cap	MONTHLY INCOME		WEEKLY Cap	FAMILY SIZE	ANNUAL Cap	MONTHLY INCOME		WEEKLY Cap	FAMILY SIZE	ANNUAL Cap	MONTHLY INCOME		WEEKLY Cap
		Starting	Up To				Starting	Up To				Starting	Up To	
1	\$11,170	\$0.00	\$931	\$215	1	\$14,856	\$932	\$1,238	\$286	1	\$16,755	\$1,239	\$1,396	\$322
2	\$15,130	\$0.00	\$1,261	\$291	2	\$20,123	\$1,262	\$1,677	\$387	2	\$22,695	\$1,678	\$1,891	\$436
3	\$19,090	\$0.00	\$1,591	\$367	3	\$25,390	\$1,592	\$2,116	\$488	3	\$28,635	\$2,117	\$2,386	\$551
4	\$23,050	\$0.00	\$1,921	\$443	4	\$30,657	\$1,922	\$2,555	\$590	4	\$34,575	\$2,556	\$2,881	\$665
5	\$27,010	\$0.00	\$2,251	\$519	5	\$35,923	\$2,252	\$2,994	\$691	5	\$40,515	\$2,995	\$3,376	\$779
6	\$30,970	\$0.00	\$2,581	\$596	6	\$41,190	\$2,582	\$3,433	\$792	6	\$46,455	\$3,434	\$3,871	\$893
7	\$34,930	\$0.00	\$2,911	\$672	7	\$46,457	\$2,912	\$3,871	\$893	7	\$52,395	\$3,872	\$4,366	\$1,008
8	\$38,890	\$0.00	\$3,241	\$748	8	\$51,724	\$3,242	\$4,310	\$995	8	\$58,335	\$4,311	\$4,861	\$1,122
CATEGORY IV					CATEGORY V					CATEGORY VI				
151%-185% OF POVERTY (0.5 x Full Cost)					186%-200% OF POVERTY (0.7 x Full Cost)					201%-250% OF POVERTY (0.9 x Full Cost)				
FAMILY SIZE	ANNUAL Cap	MONTHLY INCOME		WEEKLY Cap	FAMILY SIZE	ANNUAL Cap	MONTHLY INCOME		WEEKLY Cap	FAMILY SIZE	ANNUAL Cap	MONTHLY INCOME		WEEKLY Cap
		Starting	Up To				Starting	Up To				Starting	Up To	
1	\$20,665	\$1,397	\$1,722	\$397	1	\$22,340	\$1,723	\$1,862	\$430	1	\$27,925	\$1,863	\$2,327	\$537
2	\$27,991	\$1,892	\$2,333	\$538	2	\$30,260	\$2,334	\$2,522	\$582	2	\$37,825	\$2,523	\$3,152	\$727
3	\$35,317	\$2,387	\$2,943	\$679	3	\$38,180	\$2,944	\$3,182	\$734	3	\$47,725	\$3,183	\$3,977	\$918
4	\$42,643	\$2,882	\$3,554	\$820	4	\$46,100	\$3,555	\$3,842	\$887	4	\$57,625	\$3,843	\$4,802	\$1,108
5	\$49,969	\$3,377	\$4,164	\$961	5	\$54,020	\$4,165	\$4,502	\$1,039	5	\$67,525	\$4,503	\$5,627	\$1,299
6	\$57,295	\$3,872	\$4,775	\$1,102	6	\$61,940	\$4,776	\$5,162	\$1,191	6	\$77,425	\$5,163	\$6,452	\$1,489
7	\$64,621	\$4,367	\$5,385	\$1,243	7	\$69,860	\$5,386	\$5,822	\$1,343	7	\$87,325	\$5,823	\$7,277	\$1,679
8	\$71,947	\$4,862	\$5,996	\$1,384	8	\$77,780	\$5,997	\$6,482	\$1,496	8	\$97,225	\$6,483	\$8,102	\$1,870

APPENDIX T

Family Planning Annual Report – FPAR, Forms and Instructions

This document will be available at the Pre-bid meeting or
on <https://fpar.opa.hhs.gov/ReportsForms.aspx>

APPENDIX U

Program Guidelines For Project Grants For Family Planning Services

This document is available at the following website.

<http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/program-guidelines/>

APPENDIX V
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:

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086