



DELAWARE HEALTH  
AND SOCIAL SERVICES

**Division of Management Services**

1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. HSS-13-079**

**FOR**

**Medicaid and CHIP Eligibility Review Pilots**

**FOR**

**Division of Management Services  
Planning, Coordination and Quality Control  
1901 N. DuPont Highways  
Triplex Building  
New Castle, DE 19720**

Deposit  
Performance Bond

Waived  
Waived

**Date Due: 03/14/2014  
11:00 A.M. LOCAL TIME**

REQUEST FOR PROPOSAL # HSS-13-079

**Sealed Proposals** for Medicaid and CHIP Eligibility Review Pilots for the Division of Management Services, 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 **11:00 AM on 03/14/2014**. At which time the proposals will be opened and recorded.

There will be no pre-bid meeting.

### **Obtaining Copies of the RFP**

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

### **Public Notice**

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

### NOTIFICATION TO BIDDERS

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS-13-079 NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

Kieran Mohammed  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2<sup>ND</sup> FLOOR –ROOM 257  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: 302-255-9291

**IMPORTANT: DELIVERY INSTRUCTIONS**

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

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

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

**Organizations Ineligible to Bid**

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

**REQUEST FOR PROPOSAL FOR Medicaid and CHIP Eligibility Review Pilots  
FOR  
Division of Management Services**

**Availability of Funds**

Funds are available for the selected vendor to provide services in the area of [Medicaid and CHIP Eligibility Review Pilots]. Contract renewal is possible for up to **one** additional year contingent on funding availability and task performance.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Jennifer Harris  
Social Service Administrator  
E-mail Address: Jennifer.Harris@state.de.us  
Phone: (302)255-9119

**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 Management Services** staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Jennifer Harris 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 02/14/2014. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Following 02/14/2014, bidder communication is limited to Kieran Mohammed, Procurement Administrator of 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 MEDICAID AND CHIP ELIGIBILITY REVIEW PILOTS  
FOR  
Division of Management Services**

**I. INTRODUCTION**

**A. Background**

State Health Official Letter 13-005 issued on August 15, 2013 directs states to implement Medicaid and Children's Health Insurance Program (CHIP) Eligibility Review Pilots in place of the Payment Error Rate Measurement (PERM) and Medicaid Eligibility Quality Control (MEQC) eligibility reviews for fiscal years (FY) 2014 – 2016. States will conduct four streamlined pilot measurements over the three year period. The pilot measurement results should be reported to CMS by the last day of June 2014, December 2014, June 2015, and June 2016. Final guidance on the first round of pilots was issued by CMS on 10/8/13. The guidance for the three remaining pilots has not yet been issued.

Currently, Delaware MEQC activities constitute reviews of Medicaid cases collecting data on eligibility, beneficiary liability, and claim payments. Delaware completes traditional Medicaid Quality Control reviews, rather than pilot reviews that vary from year to year. Due to the changes with the implementation of the Affordable Care Act (ACA), Delaware Quality Control will need to administer four pilots over the next three fiscal years. Due to the scope and expertise needed to successfully comply with the requirements of the Centers for Medicare and Medicaid Services (CMS), Delaware has chosen to hire a Contractor to assist in the development of the pilot reviews, the development of the tools used to track reviews, the completion of a portion of the reviews and assist with reporting requirements.

**B. Project Goals**

Delaware will be required to complete and report on four pilot Medicaid and Chip reviews during FY2014-2016. In order to be compliant with CMS regulations, Delaware seeks to obtain a Contractor to assist Delaware in the following areas:

- **Pilot #1- Covering Period of 10/2013-6/2014.** CMS issued final guidance for pilot #1 in "Medicaid and CHIP Eligibility Review Pilot Guidance" in 10/2013. This document covers the sampling, review and reporting requirements. There are a total of 200 cases that will be reviewed. Delaware is seeking a Contractor to assist in the completion of 100 reviews (sampled in 4/2014). Delaware also needs assistance in complying with CMS reporting requirements noted in the final guidance document. Delaware staff will complete the other 100 reviews that will be sampled in January or February of 2014.

- **Pilot #2-Covering Period of 7/2014-12/2014.** CMS has not yet issued guidance. Delaware is seeking Contractor assistance with the development of pilot #2, universe testing, reviews and reporting requirements. The number of reviews will be half of the required reviews with Delaware state staff completing the other half. Since guidance has not been issued, the number of reviews has not yet been determined.
- **Pilot #3- Covering Period of 1/2015-6/2015.** CMS has not yet issued guidance. Delaware is seeking Contractor assistance with the development of pilot #3, universe testing, reviews and reporting requirements. The number of reviews will be half of the required reviews with Delaware state staff completing the other half. Since guidance has not been issued, the number of reviews has not yet been determined.
- **Pilot #4- Covering Period of 7/2015-6/2016.** CMS has not yet issued guidance. Delaware will seek a renewal of the contract at this point based on availability of funding.

**Note- CMS guidance for this new process is likely to change and/or different interpretations of the guidance may be provided in the future. Delaware expects the Contractor to stay informed of changes to CMS guidance and make necessary changes to review procedures or reporting requirements. Also, Delaware is in the process of submitting a pilot proposal for pilot #1 to CMS. This is due to CMS by 12/31/13. The proposed reviews will be similar to PERM eligibility reviews with ACA verification standards as an additional requirement for review.**

## II. SCOPE OF SERVICES

- All components listed in this section are mandatory.

### CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for ensuring that all aspects of the eligibility reviews, pilot development, universe testing, and report requirements conducted are completed in accordance with the most current CMS specifications, working with the Division's Project Manager.

Tasks and responsibilities of the selected Vendor shall include, but are not be limited to, the following:

#### **Pilot #1:**

- a. Receive sample from state of Delaware.
- b. Review the sample for accuracy, ensuring that the cases were drawn correctly according to CMS regulations. The sample accuracy check should be done on all reviews within the first week after receipt of sample. The state project manager should be notified of any cases sampled in

error so that oversampled cases can be sent as replacements. The replacement cases should be reviewed for accuracy as well.

- c. Complete the review process on all sampled cases, including obtaining documentation and verifications, as required. The Contractor will complete 100 reviews in the 1<sup>st</sup> pilot. Utilize the Excel spreadsheet developed by the State to document the reviews. Work with the Project Manager on suggested enhancements to the document for ease of use.
- d. The Contractor will need to provide its own work space and supply its own equipment and supplies, including computers, scanners, and copiers. Contractor equipment may not be connected to the State network. However, one office at the DHSS New Castle location, including a state-owned computer, will be available for Contractor staff use. All information technology used in accessing, transmitting and storing data identifiable to any individual client, must comply with Department of Technology and Information (DTI) policies and standards, DHSS Information Technology (IT) Standards and Federal HIPPA standards (see paragraph K in this section).
  - State data on laptops and portable media must be secured using hardware encryption methods that comply with the standards.
  - At the end of the project, all State data on laptops and portable media must be securely overwritten each vendor-owned or vendor-managed physical device or media where confidential data or files are stored, by performing secure data wipe that meets U.S. Department of Defense standards. Within one year of the end of the project, the selected contractor will need to submit certification that all State data downloaded to any laptop or portable media has been "scrubbed" as described above, with copies of the certification going to the DMS QC Administration and the DHSS Information Security Manager.
  - Transmission of such data must be encrypted in compliance with the standards.
  - No data can be stored within any network environment that is not owned by the State of Delaware.
  - Proposals must clearly describe the details of proposed information technology arrangements to be utilized for all the above.
- e. Report findings on cases completed weekly. 25 cases per week should be completed so that reviews are completed by early June 2014. Utilize the State reporting document, giving details of errors and a cumulative report every week. DSS and DMMA staff will be given two weeks to review such findings; thus, sufficient time must be allowed prior to the CMS deadlines. Any disputes regarding a potential error finding will be

resolved by the Division's Project Manager, whose decision will be determinative.

- f. Develop a process to obtain and process claims information in secure electronic form from Delaware's Medicaid Management Information System that complies with state pilot plan. The Contractor will be responsible for retrieving claims on the cases completed by the Contractor that are found to have a payment error. The state will retrieve error claims on cases completed by the state. The state is submitting a proposal to CMS that states Delaware will only get claims on payment errors. CMS approval is pending. The Contractor will also receive the state completed claims for final reporting.
- g. Develop recommendations to address all errors identified during the reviews, using the CMS-mandated format for the Corrective Action Plan. This will include the state completed reviews as well as the reviews completed by the Contractor.
- h. Maintain client confidentiality and ensure that no client-specific information is disclosed to any party outside those officially involved in the performance of the tasks critical to this project, **with Contractor staff making assurances by signing forms that the Department will supply. All Contractor staff who have access to client-specific data will have to go through a criminal background check, which involves fingerprinting at a Delaware location. The cost for this must be borne by the Contractor.** (See Appendix G) Vendor staff accessing State IT resources will be required to obtain a criminal background check through the Delaware State Bureau of Investigation (SBI), sign the DTI Acceptable Use Policy, the DTI Confidentiality and Non-Disclosure Agreement, the DHSS Biggs Data Center User Authorization Form and the DHSS Biggs Data Center Non-Disclosure Form. The selected vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.
- i. Notify the local state supervisor if information is missing from the electronic case file while also notifying the state project manager. Follow-up with the local state supervisor in 3 business days if there is no response, continuing to notify the state project manager. If after 6 business days with no response, attempt to complete the review using other electronic sources or collateral contacts. Follow the state plan for pilot #1 for

elements/cases that have missing information. State plan is in development and pending CMS approval.

- j. Contractor staff should be familiar with current Medicaid and CHIP policy specific to Delaware as well as all ACA related changes to Medicaid. Contractor staff should also be familiar with the guidance provided by CMS on all Medicaid/CHIP pilots for FFY2014-2016.

**k. Information Technology Standards and Data Handling Requirements**

**Requirement to Comply with State Policies and Standards**

The proposed solution must be fully compatible with the Department of Health and Social Services' technical environment. Vendor solutions that are not fully compliant with State standards may be disallowed.

The Information Technology Publications web page:

<http://www.dhss.delaware.gov/dhss/dms/itpubs.html>

has links to the DHSS and DTI policies and standards and other documentation. See the "DHSS Information Technology Environment Standards" item below the "Supportive Documentation for Bidding on Proposals" section.

All components of the proposed solution, including software and hardware, are required to adhere to the policies and standards described above, as modified from time to time during the term of the contract resulting from this RFP, including any links or documents found at the above referenced web sites.

**Requirement to Comply With HIPAA Regulations and Standards**

The selected vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164 along with the updated ARRA and HITECH act provisions, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.

HIPAA requirements also apply to entities with which State data is shared. If this data is covered by HIPAA, then a Business Associates Agreement (BAA) or contractual agreement specifying vendor responsibility for protecting and securing this data must be signed by both parties to ensure that this data is adequately secured according to State and DHSS policies and standards. This agreement/contract must be in force prior to testing or production implementation of this data exchange.

In the proposal, contractor will explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.

### **Authorizations**

All contractor staff working on this project will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a contractor staff member be replaced if their CBC result is unsatisfactory. See Appendix B for instructions on this process.

Contractor staff will be required to fill out DTI's Acceptable Use Policy, Biggs Data Center User Authorization Form, and the Biggs Data Center Non-Disclosure Agreement for necessary authorizations before starting work. Staff working at a secured State site will be issued a security access card by DHSS as per the State Standard.

### **Standard Practices**

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

### **Confidentiality and Data Integrity**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The

control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

### **Security**

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

### **Cyber Security Liability**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

### **Securing State Data**

The contractor must describe how the State's data will be protected and secured.

## **CONTRACTOR RESPONSIBILITIES**

### **Pilot #2, #3, and possibly #4**

- a. Develop pilot Medicaid/CHIP reviews working with State staff that meets CMS guidelines, once established by CMS. This includes workbook to document reviews, development of review process, defining errors, and developing tracking tools to meet CMS reporting guidelines. State will approve pilot plan as well as documents to use in the review process.
- b. Receive universe from state of Delaware and sample the appropriate number of cases based on CMS requirements and State pilot plan. Review the samples for accuracy to ensure that they

were drawn correctly and advise the Project Manager of the results of those reviews, working with him/her to resolve any problems. Assign half of the reviews to state staff with the other half assigned to Contractor staff.

- c. Notify the local offices, in secure electronic form (encrypted e-mail or SFTP file exchange) as to which cases have been sampled from their caseload. Advise them that any physical records are to be sent to a central location (state QC office). Case files include physical files as well as scanned documents maintained on the Department's imaging system. (Note: most files will be electronic).
- d. Complete the review process on all sampled cases assigned to the contract staff, including obtaining documentation and verifications, as required. The plan is that State staff will complete half of the minimum sample and the Contractor will complete the other half. Utilize the State approved documents developed by the Contractor to document the reviews.
- e. The Contractor will need to provide its own work space and supply its own equipment and supplies, including computers, scanners, and copiers. Contractor equipment may not be connected to the State network. However, one office at the DHSS New Castle location, including a state-owned computer, will be available for Contractor staff use. All information technology used in accessing, transmitting and storing data identifiable to any individual client, must comply with Department of Technology and Information (DTI) policies and standards, DHSS Information Technology (IT) Standards and Federal HIPPA standards (see paragraph L in this section).
  - State data on laptops and portable media must be secured using hardware encryption methods that comply with the standards.
  - At the end of the project, all State data on laptops and portable media must be securely overwritten each vendor-owned or vendor-managed physical device or media where confidential data or files are stored, by performing secure data wipe that meets U.S. Department of Defense standards. Within one year of the end of the project, the selected contractor will need to submit certification that all State data downloaded to any laptop or portable media has been "scrubbed" as described above, with copies of the certification going to the DMS QC Administration and the DHSS Information Security Manager.
  - Transmission of such data must be encrypted in compliance with the standards.

- No data can be stored within any network environment that is not owned by the State of Delaware.
  - Proposals must clearly describe the details of proposed information technology arrangements to be utilized for all the above.
- f. Report findings on cases completed weekly. The Contractor and state will work on the number due weekly to meet CMS reporting requirements. State and Contractor to work on document to be used for weekly reporting. DSS and DMMA staff will be given two weeks to review such findings; thus, sufficient time must be allowed prior to the CMS deadlines. Any disputes regarding a potential error finding will be resolved by the Division's Project Manager, whose decision will be determinative.
- g.** Develop a process to obtain and process claims information in secure electronic form from Delaware's Medicaid Management Information System that complies with state pilot plan. The Contractor will be responsible for retrieving claims on the cases completed by the Contractor. The state will be responsible for claims on the cases completed by state staff. CMS requirements for pilots 2-4 have not been issued, so the scope and number of cases involved have not been determined at this point.
- h. Develop recommendations to address the errors identified during the reviews, using the CMS-mandated format for the Corrective Action Plan. This will include the state completed reviews as well as the reviews completed by the Contractor.
- i. Maintain client confidentiality and ensure that no client-specific information is disclosed to any party outside those officially involved in the performance of the tasks critical to this project, **with Contractor staff making assurances by signing forms that the Department will supply. All Contractor staff who have access to client-specific data will have to go through a criminal background check, which involves fingerprinting at a Delaware location. The cost for this must be borne by the Contractor. (See Appendix G.)** Vendor staff accessing State IT resources will be required to obtain a criminal background check through the Delaware State Bureau of Investigation (SBI), sign the DTI Acceptable Use Policy, the DTI Confidentiality and Non-Disclosure Agreement, the DHSS Biggs Data Center User Authorization Form and the DHSS Biggs Data Center Non-Disclosure Form. The selected vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA)

regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.

- j. Notify the local state supervisor if information is missing from the electronic case file while also notifying the state project manager. Follow-up with the local state supervisor in 3 business days if there is no response, continuing to notify the state project manager. If after 6 business days with no response, attempt to complete the review using other electronic sources or collateral contacts. Follow the state plan for pilot #1 for elements/cases that have missing information. State plan is in development and pending CMS approval.
- k. Contractor staff should be familiar with Medicaid and CHIP policy specific to Delaware as well as all ACA related changes to Medicaid. Contractor staff should also be familiar with the guidance provided by CMS on all Medicaid/CHIP pilots for FFY2014-2016.
- l. Information Technology Standards and Data Handling Requirements

#### **Requirement to Comply with State Policies and Standards**

The proposed solution must be fully compatible with the Department of Health and Social Services' technical environment. Vendor solutions that are not fully compliant with State standards may be disallowed.

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as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164 along with the updated ARRA and HITECH act provisions, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.

HIPAA requirements also apply to entities with which State data is shared. If this data is covered by HIPAA, then a Business Associates Agreement (BAA) or contractual agreement specifying vendor responsibility for protecting and securing this data must be signed by both parties to ensure that this data is adequately secured according to State and DHSS policies and standards. This agreement/contract must be in force prior to testing or production implementation of this data exchange.

In the proposal, contractor will explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.

### **Authorizations**

All contractor staff working on this project will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a contractor staff member be replaced if their CBC result is unsatisfactory. See Appendix B for instructions on this process.

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### **Standard Practices**

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a

conforming equivalent or (2) modify it to conform to State policies, standards or practices.

### **Confidentiality and Data Integrity**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

### **Security**

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

### **Cyber Security Liability**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

### **Securing State Data**

The contractor must describe how the State's data will be protected and secured.

## CONTRACTOR DELIVERABLES

### **Pilot #1**

All Deliverables must be submitted to the Division's Project Manager, unless otherwise specified, and include, but are not limited to:

- a. Generate a sample validation report to notify the project manager once sample has been reviewed, notifying the project manager of any sample issues. The report is due within 7 days of receipt of the sample from the state. Reviews should not begin until the sample validity has been checked.
- b. Weekly report in State format providing at least 25 completed reviews with findings reported in addition to statistical information needed for CMS reporting. The day of the week can be negotiated. The report will be due the first week the reviews begin after contract is finalized and Contractor staff has access to State systems. The Contractor is responsible for 100 reviews for the first pilot so the reviews should be completed within the first month after Contractor begins reviews.
- c. All case file documents scanned (if necessary) by the due date for each weekly report. This would include copied verifications from the state's eligibility files as well as documents completed by the reviewer and obtained during the review. The review documents must be securely transmitted to a designated DHSS site that the Contractor will be provided access to through the Department's Information Technology staff. The case file should be one document with all pertinent information to support finding of the review. It must be available when the report is completed listing the case as completed. The order of the documents will be determined by the Project Manager.
- d. Summary report on all case review findings, State and Contractor completed, in the format required by CMS, by 6/15/2014, which the Project Manager must submit by June 2014. (Dates may be modified based on contract start).
- e. Detailed corrective action report for both active and negative cases containing recommendations based on identified errors, in the format mandated by CMS. This will include state completed reviews as well. The report will be pending final approval by the Project Manager.

Note: All reports should be state format that are easily reviewable and able to be shared with ease. Reports should exclude personal client information.

**CONTRACTOR DELIVERABLES**  
**Pilot #2, 3 and possibly 4**

All Deliverables must be submitted to the Division's Project Manager, unless otherwise specified, and include, but are not limited to:

- a. A pilot plan proposal in the approved CMS template. The Contractor will work with State staff to develop a pilot to meet CMS guidelines for pilots 2, 3 and possibly 4.
- b. Documents to guide reviewers that will be used by state and Contractor staff to complete reviews. This will included a worksheet to document the reviews as well as training guidance and completion tracking documents. These documents will most likely need to be new for pilot #2 and yet another document developed for pilot #3 and possibly pilot #4. This will be based on future CMS guidance on the scope of the reviews. The documents will be approved by the Project Manager.
- c. Weekly report on completed reviews. The report will be developed by the Contractor as a tool to notify the state of completed reviews as well as errors and the nature of the errors. The report will also contain statistical information needed for CMS reporting. The number weekly will be negotiated once final guidance from CMS is provided. The day of the week can be negotiated. The report will be due the first week after the reviews begin in order to meet CMS timeframes for reporting.
- d. All case file documents scanned (if necessary) by the due date for each weekly report. This would include copied verifications from the state's eligibility files as well as documents completed by the reviewer and obtained during the review. The review documents must be securely transmitted to a designated DHSS site that the Contractor will be provided access to through the Department's Information Technology staff. The case file should be one document with all pertinent information to support finding of the review. It must be available when the report is completed listing the case as completed. The order of the documents will be determined by the Project Manager.
- e. Summary report on all case review findings, State and Contractor completed, in the format required by CMS. The state and Contractor will work on due date to the state to allow state time to submit to CMS pending approval by the Project Manager with changes made by the Contractor.

- f. Detailed corrective action report for both active and negative cases containing recommendations based on identified eligibility or payment errors, in the format mandated by CMS pending approval by the Project Manager with changes made by the Contractor.

Note: All reports should be state format that are easily reviewable and able to be shared with ease. Reports should exclude personal client information.

## RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES

### **For all Pilots**

- a. The Department will provide a full-time Project Manager dedicated to this Project.
- b. The Project Manager will be the primary point of contact between the Contractor and personnel in the Department. He/she will facilitate access to personnel as needed by the Contractor.
- c. State staff will be completing half of the required reviews in pilot #1-3 and possibly 4.
- d. For pilot #1, state staff will be responsible for notifying the local agencies of the cases sampled. In pilots 2, 3 and possibly 4, the Contractor will notify the local agency of the cases sampled that will be completed by the Contractor. The state will notify the local agencies of the cases to be completed by the state staff.
- e. The Project Manager will be the point of contact between the Department and CMS and will be responsible for submitting all required reports.
- f. The Department will arrange for the Contractor to have access all necessary State systems to complete reviews.
- g. The Department will transport the case records to one central location. (This should be on a very limited basis). State staff will scan any paper documentation and make it available to the Contractor.
- h. Staff in DSS/DMMA will be given ten working days to respond to error findings. The exchange of information pertaining to error findings will be facilitated by the Project Manager.

- i. The Project Manager will perform a quality assurance review of a selected number of cases once the Contractor has completed its review. Findings from this review will be addressed with the Contractor, which is expected to take any needed action with its staff prior to submission of findings to CMS.
- j. State will provide an electronic site to store data securely so that documents and case file information can be shared easily and confidentially.

### III. SPECIAL TERMS AND CONDITIONS

#### A. Length of Contract

**Contract term will be from 5/1/2014 to 3/31/2016, 2 YEARS** with the possibility of **1 YEAR** extension to complete the work required for the 7/2015-6/2016 pilot (pilot #4), contingent on funding and prior performance. Pilot #3 is due to be completed, per CMS requirements in 6/2015. The contract term is longer due to possible delays associated with the development and implementation of CMS guidelines. Delaware is planning on maintaining the timeline CMS has developed but allowing additional time in the contract if the State is not able to maintain timeline.

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

#### B. Subcontractors

The use of subcontractors will be NOT permitted for this project.

#### 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**

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

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

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

## I. Required Reporting

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

A Usage Report (Attachment 1) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> 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 Jennifer.Harris@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 due date 03/14/2014 at 11:00 AM.

### **C. Table of Contents**

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

### **D. Confidential Information**

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

### **E. Qualifications and Experience**

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

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

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

### **F. Bidder References**

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

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

each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

#### **G. Proposed Methodology and Work Plan**

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

#### **H. Certification and Statement of Compliance**

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

#### **I. Standard Contract**

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, [Division of Management Services]. 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 the term of the contract**, using a format mirroring that in Appendices A & B. Modifications to the budget after the award must be approved by the Division of Management Services.

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.

**Applicants should address pilot #1 budget costs separate from pilot #2 and #3. The scope of services for pilot #1 is different from the scope of services in pilot #2 and #3. There is no need to present a budget on pilot #4 with this proposal.**

## VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### A. Number of Copies Required

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

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

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

The cover letter should include: bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>.) relative to this RFP, a statement confirming the proposal remains effective through the date shown in **(D)** below, a statement the bidder has or agrees to obtain a

Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

Kieran Mohammed  
Division of Management Services  
Delaware Health and Social Services  
Main Administration Building, Sullivan Street  
Second Floor, Room 257  
1901 North DuPont Highway  
New Castle, DE 19720

### **B. Closing Date**

All responses must be received no later than **03/14/14 at 11:00 AM**. 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 the first term of the contract. The State of Delaware reserves the right to ask for an extension of time if needed.

## **E. Acknowledgement of Understanding of Terms**

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

## **F. Realistic Proposals**

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

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

## **G. Non-Conforming Proposals**

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

## **H. Notification of Acceptance**

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

## **I. Questions**

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

**Jennifer Harris**  
**Social Service Administrator**  
**Email: [Jennifer.Harris@state.de.us](mailto:Jennifer.Harris@state.de.us)**

**Fax: (302) 255-4438**

Deadline for submission of all questions is 02/14/2014. Written responses will be faxed or emailed to bidders no later than 02/28/2014. Please include your fax number and/or your email address with your questions.

All questions and answers will be posted on <http://bids.delaware.gov>.

#### **J. Amendments to Proposals**

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

#### **K. Proposals Become State Property**

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

#### **L. Non-Interference Clause**

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

#### **M. Investigation of Bidder's Qualifications**

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

## **N. RFP and Final Contract**

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

## **O. Proposal and Final Contract**

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

All terms, and conditions contained in the proposal will remain fixed and valid for 2 year(s) after proposal due date.

## **P. Cost of Proposal Preparation**

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

## **Q. Proposed Timetable**

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

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Advertisement	1/31/2014
Questions Due	2/14/2014
Pre-bid Meeting	Not applicable
Answers to Questions	2/28/2014
Bid Opening	3/14/2014
Selection Process Begins	3/28/2014
Vendor Selection (tentative)	4/28/2014
Project Begins	5/1/2014

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## **R. Confidentiality and Debriefing**

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

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, 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.

If a bidder wishes to access documents pertaining to this RFP under the Freedom of Information Act (FOIA) please contact [jay.lynch@state.de.us](mailto:jay.lynch@state.de.us) with the specific details of your request. This request can be made at any time but please note Debriefing and FOIA requests will be scheduled for response after the RFP process is completed in entirety.

## **VII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of [Division of Social Services], Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be

independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

**A. Proposal Evaluation Criteria**

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

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions CD's properly submitted Forms properly submitted	Pass/Fail
1. Qualifications of vendor	45
a) Administrative Oversight	
b) Past experience in successfully operating quality programs of a similar type and with a similar population	
c) Quality Assurance Program details	
d) Available resources	
2. Methodology Proposed	35
a) services proposed fit needs as expressed in RFP	
b) adequacy of responses to Scope of Services (Section II)	
c) adequacy of work plan & timeline schedules	
d) proposed activities follow a logical sequence	
e) adequacy of approach to ensure that Federal and State standards are met for data security	
3. Evaluation of the proposed costs as they relate to the proposed service delivery.	20

**Total: 100**

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

## **B. Consultants and Legal Counsel**

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

## **C. Exclusions**

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

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

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

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

Has violated contract provisions such as:

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

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

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

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

## **B. Project Costs and Proposed Scope of Service**

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

**APPENDIX A:**  
***BUDGET SUMMARY SHEET***

# Budget Summary Sheet

Categories	Amounts
<b>Staff Salaries</b>	

<b>Fringe Benefits</b>	
------------------------	--

**Travel / Training**

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

**Contractural**

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**

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

**TOTAL BUDGET**

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**APPENDIX B:**  
***BUDGET WORKSHEET***



## Budget Worksheet page 2

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

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

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

## Budget Worksheet page 3

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

**APPENDIX C:**  
***BIDDERS SIGNATURE FORM***



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

**BIDDERS SIGNATURE FORM**

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

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

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

**APPENDIX D:**  
**CERTIFICATION SHEET**



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

**CERTIFICATION SHEET**

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

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

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

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

**Violations and Penalties:**

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

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

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

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**APPENDIX E**

*STATEMENTS OF COMPLIANCE FORM*



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

**STATEMENTS OF COMPLIANCE FORM**

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

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX F**

### *Contract Boilerplate*

# CONTRACT

## A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and \_\_\_\_\_(the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

## B) Administrative Requirements

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

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

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

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

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

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

- a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded

from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate

and be of no further force and effect. Contractor shall notify the Department immediately of such events.

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

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

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

To the Department at:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.

15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A– Divisional Requirements

Appendix B –Contract Budget

Appendix C- Service Description (Scope of Services)

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
18. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
19. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

20. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

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

### C) Financial Requirements

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 C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The

contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible

for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and subcontractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Rita M. Landgraf  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

APPENDIX A  
DIVISIONAL REQUIREMENTS

**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.

## **Attachment 1**

### *Monthly Usage Report*



The following definitions are from the State Office of Supplier Diversity

Vendors wishing to apply for certification or gain more information on Supplier Diversity

programs may do so at:

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

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

Definitions

**Women Owned Business Enterprise (WBE):**

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

**Minority Business Enterprise (MBE):**

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

**Corporation:**

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

**Partnership:**

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

**Individual:**

Self-explanatory

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

Michelle Morin

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086

## **APPENDIX G**

### *Criminal Background Check Instructions*

## Criminal Background Check Instructions

Contractor staff are required to request their own criminal history. For privacy reasons, the SBI and FBI will not mail the results to anyone except the requestor, so the results must be delivered to the DHSS Security Manager at the Biggs Data Center in a sealed envelope. Costs will be borne by the contractor.

1. Visit one of the State Police locations listed on the next page. **Note:** For the New Castle and Sussex locations, appointments may take up to six weeks to schedule.
2. Complete a SBI Personal Criminal History authorization form.
3. Present valid government-issued photo identification, such as a driver's license.
4. The State fee is \$45 and the Federal check fee is \$10, payable by cash or debit/credit card. (No personal checks).
5. The State Police will require you to fill out an FBI fingerprint card, which they will return to you after you have completed the fingerprint process.
6. Complete and sign the FBI Applicant Information Form to request the national record check. The form can be found on-line at <http://www.fbi.gov/about-us/cjis/background-checks/applicant-information-form>
7. Mail the Cover Letter and fingerprint card, along with an \$18 processing fee, payable by money order, certified check, or credit card. The FBI turnaround time is 3-6 weeks.
8. When you receive your reports at your home address, **DO NOT OPEN THE ENVELOPES**. If you break the seal on the envelopes, you will be responsible to go through the process again at your own expense.
9. Either hand-deliver or mail the **SEALED** FBI and SBI envelopes to:

DHSS Security Manager  
1901 N Dupont Highway  
Biggs Data Center  
New Castle, DE 19720

Mark envelopes as **CONFIDENTIAL**.

The results of the criminal background check will be reviewed and kept completely confidential. The total cost is \$73.

New Castle County	Kent County (Primary Facility)	Sussex County
<p data-bbox="256 338 542 369"><b>State Police Troop 2</b></p> <p data-bbox="207 407 591 537">100 LaGrange Ave Newark, DE 19702 (Between Rts. 72 and 896 on Rt. 40)</p> <p data-bbox="207 575 591 705"><b>** By appointment only</b> To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357</p>	<p data-bbox="708 338 928 401"><b>State Bureau of Identification</b></p> <p data-bbox="626 441 1010 638">655 Bay Road Blue Hen Mall and Corporate Center Suite 1B Dover, DE 19903 Customer Service: 302-739-5871</p> <p data-bbox="626 678 1010 808"><b>** Walk-ins accepted</b> Hours of Operation Monday 9AM – 7PM Tuesday – Friday 9AM – 3PM</p>	<p data-bbox="1084 338 1370 369"><b>State Police Troop 4</b></p> <p data-bbox="1045 407 1409 537">S DuPont Hwy &amp; Shortly Rd Georgetown, DE 19947 (Across from DeIDOT &amp; State Service Center)</p> <p data-bbox="1052 575 1403 772"><b>** By appointment only (every other Wednesday)</b> To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357</p>