



DELAWARE HEALTH
AND SOCIAL SERVICES

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

REQUEST FOR PROPOSAL NO. HSS-14-026

FOR

Comprehensive Adult Withdrawal Management Services (WM)

FOR

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

Deposit	Waived
Performance Bond	Waived

**Date Due: June 30, 2014
11:00 A.M. LOCAL TIME**

A pre-bid meeting will be held on, Thursday, May 29, 2014 at 1:00 p.m. on the Herman Holloway Campus, 1901 N. DuPont Highway, 23 Mitchell Lane, Springer Building, Gymnasium. While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290.

REQUEST FOR PROPOSAL HSS-14-026

Sealed Proposals for **Comprehensive Adult Withdrawal Management Services** for the DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH will be **received** by:

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

Proposals will be accepted until 11:00 a.m. June 30, 2014. At which time the proposals will be opened and recorded. Any proposal received after will be rejected and returned unopened to the Applicant.

A **pre-bid meeting** will be held on **Thursday, May 29, 2014 at 1:00p.m. LOCAL TIME at Herman Holloway Campus, 1901 N. DuPont Highway, 23 Mitchell lane, Springer Building, Gymnasium.** For further information please call 302-255-9290.

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

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

Obtaining Copies of the RFP

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

Public Notice

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

NOTIFICATION TO BIDDERS

Proposing Party Required Identifying Business, Ownership, or Other Relations with the State of Delaware, its Agencies, and any other Entities. Proposing Party shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. In addition, Bidder shall list any contract awarded to it or its predecessor firm(s) by the State of Delaware during the past ten (10) years if such contract was terminated by the State for cause, and shall include an explanation of the circumstances of such termination.

The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding Proposing Party's performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

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

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER HSS-14-026 ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED AS NON-RESPONSIVE.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

Kieran Mohammed
Kieran.mohammed@state.de.us
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM # 257

1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

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

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices B, C, D, and 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 SUBSTANCE ABUSE & MENTAL HEALTH, its officers, employees, or agents to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or any portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

Organizations Ineligible to Bid

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

**REQUEST FOR PROPOSAL FOR COMPREHENSIVE ADULT WITHDRAWAL
MANAGEMENT SERVICES
FOR
DIVISION OF SUBSTANCE ABUSE & MENTAL HEALTH**

Availability of Funds

Funds are available for the selected vendor(s) to provide services in the area of Adult Detoxification Services as set forth herein. Contract term is five (5) years contingent on funding availability and satisfactory contract performance.

Pre-Bid Meeting

A pre-bid meeting will be held on **Thursday, May 29, 2014 at 1:00 p.m.** The meeting will be at the following location.

Herman M. Holloway Sr. Campus
Springer Building
23 Mitchell Lane
Gymnasium
1901 North DuPont Highway
New Castle, Delaware 19720

Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses will be verbally communicated where applicable and all official Questions & Answers will be posted on bids.delaware.gov by the answers due date.

Further Information

Inquiries regarding this RFP should be addressed to:

Ceasar McClain
Contracts Manager
dsamhbusinessoperations@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any **Division of Substance Abuse and Mental Health** staff, except those specified in this RFP, regarding this procurement. Contact between contractors and **Division of Substance Abuse and Mental Health** is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by **Friday, June 6, 2014**. The complete list of questions and their answers will be posted on the internet at <http://bids.delaware.gov>

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

Collusion or Fraud

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

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

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

Lobbying and Gratuities

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

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

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

Solicitation of State Employees Prohibited

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

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

Independent contractors

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

Licenses and Permits

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

Prior to receiving an award, the successful Vendor shall either furnish the DSAMH with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

Indemnification

1. General Indemnification.

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

2. Proprietary Rights Indemnification

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

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- (a) Procure the right for the DHSS to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

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

**REQUEST FOR PROPOSAL FOR
COMPREHENSIVE ADULT WITHDRAWAL MANAGEMENT SERVICES
FOR**

The Division of Substance Abuse and Mental Health

I. INTRODUCTION

A. Background

Delaware Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) is seeking proposals from qualified health and social service agencies to operate a range of withdrawal management services for adult residents of Delaware. These services will encompass American Society of Addiction Medicine (ASAM) Criteria treatment levels for Medically Monitored Inpatient, Clinically Managed Residential, Ambulatory Withdrawal Management (23 hr), and Ambulatory Withdrawal Management with Extended On-Site Monitoring.

DSAMH views withdrawal management as an essential component in a continuum of care for the treatment of substance use disorders. Treatment Improvement Protocol (TIP) 45 states:

Effective detoxification includes not only the medical stabilization of the patient and the safe and humane withdrawal from drugs, including alcohol, but also entry into treatment. Successfully linking detoxification with substance abuse treatments reduces the “revolving door” door phenomenon of repeated withdrawals...and delivers the sound and humane level of care patients’ need (p. 8).

DSAMH will implement a Fee for Service (FFS) payment structure along with developing performance incentives and penalties with the successful applicant that connects payment to performance in order to promote both medical stabilization and placement in continuing substance abuse treatment immediately upon completion of detox.

B. Project Overview

Evidence and experience indicates that the population to be served will have better outcomes in Substance Use Disorder (SUD) treatment when an inclusive continuum of care is provided. This includes an intensive level of care to achieve stabilization and supported transition to less intensive levels of care. Each Comprehensive Withdrawal Management component will provide the setting for the intensive short term care of the withdrawal process. This unique program will provide each of the following ASAM prescribed levels of care:

- Ambulatory Withdrawal Management (ASAM 2- WM)
- Ambulatory Withdrawal Management with Extended On-Site Monitoring (ASAM 2-WM 23 hour)
- Clinically Managed Residential Withdrawal Management (ASAM 3.2 –WM)
- Medically Monitored Inpatient Withdrawal Management (ASAM 3.7-WM)

Individuals may enter any of these ASAM Levels of Care depending on the their assessed need.

Access and referral to follow-up treatment which supports the recovery from substance use disorder will assist this transition.

Improved long or intermediate term substance use outcomes are also tied to individuals finding permanent housing in the community, receiving mental health services as needed, accessing stable income, and resolving any legal problems. Peer Support Services and a case management component have been added to achieve these improvements in outcomes.

The key in this continuum of services is collaboration inclusive of the client, treatment staff, discharge planners (case managers and Peers) and significant others (family, friends, other clinicians, social services, etc.)

One of the greatest challenges in the treatment of substance using individuals is recycling through treatment services. This group consists of individuals who cannot accept or maintain continuous treatment. Withdrawal Management services substantially impact this recycling pattern. Withdrawal Management services have a positive effect on all treatment services as well as a more efficient use of limited funds. Successful Withdrawal management programs have positively affected the lives of individuals receiving these services as well as the communities in which they are located by reducing visits to hospital Emergency Departments, lightening the load on the criminal justice, and by positively impacting the “revolving door” of health care services that are so costly to maintain.

The successful applicant will involve clients throughout the process of developing post-detoxification plans, as emphasized by the Institute of Medicine (IOM) (“Crossing the Quality Chasm, 2001) Report’s Recommendation 3.1:

To promote patient-centered care, all parties involved in health care for...substance use conditions should support the decision-making abilities and preferences for treatment and ‘recovery of persons with [substance use] problems and illnesses. Clinicians...should incorporate informed, patient-centered decision-making throughout their practices, including active patient participation in the design and revision of patient treatment and recovery plans (10).

The program will initially be required to meet Licensure Standards for a Medically Monitored Inpatient Withdrawal Management program. Licensure Standards are being revised to include/update the requirements for Clinically Managed Residential, Ambulatory (23 hr) and Ambulatory with extended on-site monitoring Programs. Successful vendor will be required to comply with the final approved Licensure Standards.

C. Funding and Program Capacity

DSAMH will enter into Fee for Service Contract with the successful applicant(s) as well as Performance incentives/penalties. Successful applicant(s) will be required to enroll as a Medicaid Provider, a Management Care Organization (MCO) Panel Provider and enroll as a provider for private insurance carriers.

The contract will be awarded for five (5) years contingent on sufficient funding availability and the contractor's performance is satisfactory, consistently meets performance targets, and continues to meet the service system design needs of the DSAMH.

DSAMH will fund one or more organizations to operate two programs: one to serve Sussex County and Kent County and one to serve New Castle County, Delaware. Implementation of the New Castle County program will be immediate and the other program will be implemented during state fiscal year 2015.

There must be a maximum of fifteen (15) beds at each program site for Medically Monitored Inpatient/Clinically Managed Residential and Twelve (12) 23 hr. lounges for Ambulatory Withdrawal Management and Suboxone Induction purposes. Induction will then transition into a thirty (30) day Ambulatory withdrawal Management with Extended On-site Monitoring.

Applicant may propose to utilize the Kirkwood Detox Building for the New Castle County program. This is an option, not a requirement.

The successful bidder must have the capacity to provide case management services for insured and uninsured clients. Case management will be utilized particularly during a 30 day period as part of the Ambulatory Withdrawal Management with Extended On-Site Monitoring component. Case managers will assist the uninsured with benefits enrollment, assist all clients requiring housing stabilization, and will provide seamless referral to other Substance Abuse (SA) or Mental Health (MH) community services.

The program will be required to obtain prior admission approval from DSAMH's Eligibility and Enrollment Unit (EEU) for all inpatient/residential services utilized for the uninsured as well as the insured clients.

For MCO enrollees during calendar year 2014, the member, provider or MCO may contact DSAMH to inform DSAMH when the 20th outpatient visit for all mental health and substance abuse outpatient visits or when the 30th inpatient day for the benefit year is exhausted. DSAMH will review and provide prior authorizations for the claim to be reimbursed by Fee for Service to

Medicaid. The caps on the Medicaid MCO benefits (inpatient and outpatient) are expected to be removed as of January 1, 2015. At that point authorization for admission and continued stay for MCO clients will be managed by the Medicaid MCO.

Bidders are expected to describe in full how all services are managed, staffed and coordinated.

II. TARGET POPULATION:

The target population for this RFP is adult (18 years of age and over) residents of Delaware meeting *The American Society of Addiction Medicine's* "The ASAM Criteria", 3rd edition, 2013, for withdrawal management services (ASAM 2.0 WM, 3.2 WM and 3.7 WM.)

III. PROGRAM DESIGN/EXPECTED OUTCOMES

The successful applicant will be expected to operate the Adult withdrawal Management Program in accordance with the guidelines and principles enunciated in the "The ASAM Criteria" and TIP 45. The programs will operate 24/7 and provide both the Physical Detoxification Services (Chapter 4) and the Psychosocial/Biomedical Services (Chapter 3) described in TIP 45.

Primary emphasis should be placed on ensuring that the patient is medically stable (including the initiation and tapering of medications used for the treatment of substance use withdrawal); assessing for adequate bio-psychosocial stability; quickly intervening to established this adequately; and facilitating effective linkage to and engagement in other appropriate [residential] and outpatient services" (17).

All Levels:

- At admission, provider must document that clients demonstrate appropriate severity to meet both ASAM and Diagnostic and Statistic Manual DSM-V diagnostic criteria.
- Services must actively facilitate enrollment of clients in Medicaid (if eligible) or commercial health insurance as immediately as possible, and as law requires they do.
- Services must actively assess for nicotine dependence using the Fagerstrom Test for Nicotine Dependence, include DSM-IVTR/DSM-V diagnosis and include in individuals' treatment plans, and provide at least basic treatment options (e.g., NRT, counseling, Quitline). All detox services must ensure a tobacco-free environment within the bounds of their property for all staff, visitors and clients.
- Methadone and buprenorphine/naloxone must be available for use with opiate withdrawal as preferred medications, necessitating federal Certified State Assessment- Opiad Treatment Program (CSAT-OTP) certification and Drug Enforcement Agency (DEA) approval.
- Opiate withdrawal with medications must follow protocols, including 30-day inpatient-to-ambulatory detox/tapering schedule that are approved by DSAMH.

- On-site nursing coverage is required 24/7.
- Nicotine replacement therapy (e.g., patch) is available for all who request it.
- Clients must be medically stable at intake. Physical health screening for the need for a medical assessment shall be conducted within three (3) hours of intake.
- Intakes must be accepted 24 hours per day.
- The program will have withdrawal management protocols specifically for woman who are pregnant. The program must insure that protocols are clinically reasonable, do not present undue access challenges and designed to promote the safety and positive outcomes for both the woman and child.
- The program will implement a care management component that assists individuals at any level of WM in connecting to needed community based clinical services and supports.
- Discharges from the program must be approved by DSAMH.

The successful applicant will follow the **Overarching Principles of Care during Detoxification** described by TIP 45:

- Detoxification services do not offer a “cure for substance use disorders. They often are a critical step toward recovery and often the “first door” through which patients pass to treatment.
- Substance use disorders are treatable, and there is hope for recovery.
- Substance use disorders are brain disorders and not evidence of moral weakness.
- Patients are treated in a nonjudgmental and supportive manner.
- Services planning is completed in partnership with the patient and his or her social support network, including such persons as family, significant others, or employers.
- All health professionals involved in the care of the patient will maximize opportunities to promote rehabilitation and maintenance activities and to link him or her to appropriate substance abuse treatment immediately after the detoxification phase.
- Active involvement of the family and other support systems while respecting the patient’s rights to privacy and confidentiality is encouraged.
- Patients are treated with due consideration for individual background, language requirements, sexual orientation, disability status, vulnerabilities and strengths.

CORE PROGRAM COMPONENTS

Alcohol and Drug Assessment and Referral

Alcohol and drug assessment and referral programs provide ongoing assessment and referral services for individuals presenting with a current or past pattern of alcohol or other drug related disorder. The assessment is designed to gather and analyze information regarding an individual's current substance use behavior and social, medical and treatment history. The purpose of the assessment is to provide sufficient information for problem identification and, if appropriate, SUD treatment or referral.

This service also includes referral and assistance as needed for the beneficiary to gain access to other needed Medicaid SUD or mental health services. Referral arrangements may include:

- Coordination with other SUD and mental health providers and potential providers of services to ensure seamless service access and delivery.
- Brokering of services to obtain and integrate SUD and mental health services.
- Facilitation and advocacy to resolve issues that impede access to needed SUD or mental health services.
- Appropriate discharge/transfer planning to other SUD or mental health providers or levels of care including coordination with the beneficiary's family, friends, and other community members to cultivate the beneficiary's natural support network, to the extent that the beneficiary has provided permission for such coordination.

Service providers employed by addiction treatment services and co-occurring treatment service agencies must work in a program licensed by the DSAMH and comply with all relevant licensing regulations. Qualified providers shall develop, implement, and comply with policies and procedures that establish processes for referrals for an individual. Qualified providers may conduct an initial screen of an individual's presenting SUD before conducting an assessment of the individual. Qualified providers shall be licensed in accordance with State licensure laws and regulations and will comply with licensing standards in regard to assessment practices. Once an individual receives an assessment, a staff member shall provide the individual with a recommendation for further assessment or treatment and an explanation of that recommendation.

The Comprehensive Withdrawal Management program must include each of the follow ASAM defined Withdrawal Management Levels of Care (LOC). Admission guidelines, Screening/Assessment/Treatment Plan Review and Staffing requirements are presented for each required ASAM level of care. These are presented in **The ASAM Criteria** (3rd edition (see pages 134 through 141 specifically) as well as below. While each LOC is described below as independent treatment programs, DSAMH will be contracting for a fully integrated approach to care. Staffing, program documentation, clinical supervision and general resource budgeting and allocation must be presented in an integrated model of Withdrawal Management. The goal is to provide a service that is extremely accessible in program design and treatment decisions.

Required Levels of Care:

A. Level 2-WM Ambulatory Withdrawal Management with Extended Onsite Monitoring

Level 2-WM is an organized outpatient service, which may be delivered in an office setting, health care, or addiction treatment facility by trained clinicians, who provide medically supervised evaluation, withdrawal management, and referral services. Appointments for services are regularly scheduled. These services are designed to treat the individual's level of clinical severity to achieve safe and comfortable withdrawal from mood-altering chemicals and to effectively facilitate the individual's entry into ongoing treatment and recovery. Withdrawal management is conducted on an outpatient basis. It is important for medical and nursing personnel to be readily available to evaluate and confirm that withdrawal management in the less supervised setting is relatively safe. Counseling services may be available through the withdrawal management program or may be accessed through affiliation with entities providing outpatient services.

Additionally, this Level of Care (LOC) **can include** up to 23 hours of continuous observation, monitoring, and support in a supervised environment for an individual to achieve initial recovery from the effects of alcohol and/or other drugs and to be appropriately transitioned to the most appropriate LOC to continue the recovery process. These 23 hour programs are referred to as Level 2-WM (23 hour). Because these programs operate 24/7 and the clients must be discharged within 23 hours of admission, program expectations differ from other ambulatory withdrawal management with extended onsite monitoring programs (i.e., Level 2-WM (23 hour) has different requirements than Level 2-WM). For individuals in need of greater than 23 hours, Level 3.2-WM, Clinically Managed Residential Withdrawal Management or Level 3.7-WM, Medically Monitored Inpatient Withdrawal Management should be used depending on the severity of the individual's withdrawal syndrome.

Admission Guidelines

Level 2-WM: Participant is experiencing signs and symptoms of withdrawal, or there is evidence (based on history of substance intake; age; gender; previous withdrawal history; present symptoms; physical condition; and/or emotional, behavioral, or cognitive condition) that withdrawal is imminent. The participant is assessed as being at moderate risk of severe withdrawal syndrome outside the program setting; is free of severe physical and psychiatric complications; and would safely respond to several hours of monitoring, medication, and treatment.

Level 2-WM (23 hour): Participant is experiencing signs and symptoms of withdrawal, or there is evidence (based on history of substance intake; age; gender; previous withdrawal history; present symptoms; physical condition; and/or emotional, behavioral, or cognitive condition) that withdrawal is imminent, but the severity of the withdrawal is unknown and the participant would benefit from extended observation and monitoring by clinical and medical staff in order to determine the most appropriate LOC (e.g., the presence of co-occurring physical and/or psychiatric conditions or combinations of classes of substances that increase risk of severe

withdrawal and physical symptoms).

Screening/Assessment/Treatment Plan Review

Level 2-WM

1. Urine drug screens are required upon admission and as directed by the treatment plan and are considered covered under the rates paid to the provider.
2. Nursing assessment and behavioral health assessment at time of admission that is reviewed by a physician to determine need for withdrawal management, eligibility, and appropriateness (proper patient placement) for admission and referral.
3. A medical care plan within 24 hours of admission based on the findings of a physical examination (completed prior to admission or on site by psychiatric medical staff or nursing staff), including a brief screening to identify motivation for treatment, relapse potential, recovery environment at discharge. The medical plan shall be reviewed by a physician and shall be filed in the individual's record and updated as needed.
4. Initial treatment plan within 24 hours of admission and comprehensive treatment plan within seven days of admission.
5. Updates to treatment plan every seven days.
6. Methadone and buprenorphine/Naloxone must be available for use with opiate withdrawal as preferred medications. Opioid withdrawal with medications must follow standardized evidence based protocols to be approved by DSAMH.
7. Discharge/transfer planning begins at admission. An initial discharge plan is developed at time of admission, while a comprehensive discharge plan is complete at discharge.
8. Referral and assistance as needed for the beneficiary to gain access to other needed Medicaid SUD or mental health services.
9. The program shall implement the withdrawal management/treatment plan and document the individual's response to and/or participation in scheduled activities. Notes shall include:
 - a. The individual's physical condition, including vital signs.
 - b. The individual's mood and behavior.
 - c. Statements about the individual's condition and needs.
 - d. Information about the individual's progress or lack of progress in relation to withdrawal management/treatment goals.
 - e. Additional notes shall be documented, as needed.
10. Physician Orders *are* required for medical and psychiatric management.

Level 2-WM (23 hour)

1. Urine drug screens are required upon admission and as directed by the treatment plan and are considered covered under the rates paid to the provider.
2. Nursing assessment and behavioral health assessment at time of admission that is reviewed by a physician to determine need for withdrawal management, eligibility, and appropriateness (proper patient placement) for admission and referral.
3. Initial treatment plan at admission.
4. Methadone and buprenorphine/naloxone must be available for use with opiate withdrawal as preferred medications. Opioid withdrawal with medications must follow standardized evidence based protocols to be approved by DSAMH.
5. Discharge/transfer planning begins at admission. An initial discharge plan is developed at time of admission, while a comprehensive discharge plan is complete at discharge.
6. If the individual steps down to Level 2-WM, then all screening/assessment/treatment plan review for that ASAM level must be completed consistent with the LOC.
7. Referral and assistance as needed for the beneficiary to gain access to other needed Medicaid SUD or mental health services.
8. The program shall implement the withdrawal management/treatment plan and document the individual's response to and/or participation in scheduled activities. Notes shall include:
 - a. The individual's physical condition, including vital signs.
 - b. The individual's mood and behavior.
 - c. Statements about the individual's condition and needs.
 - d. Information about the individual's progress or lack of progress in relation to withdrawal management/treatment goals.
 - e. Additional notes shall be documented, as needed.
9. Physician orders *are* required for medical and psychiatric management.

Staffing

1. Level 2-WM and Level 2-WM (23 hour) facilities shall have qualified professional medical, nursing, counseling, and other support staff necessary to provide services appropriate to the bio-psychosocial needs of individuals being admitted to the program.
2. One FTE during clinic hours dedicated to performing referral arrangements for all individuals served by the facility. This FTE may be a licensed practitioner, unlicensed counselor or certified peer.

Level 2-WM

1. A designated medical director certified in addiction medicine or an addiction psychiatrist available on call at all times, as allowed under law.
2. A designated prescriber available on site for consultation at least 10 hours per week; a physician's assistant (PA), nurse practitioner (NP), or advance practice registered nurse (APRN), licensed as physician extenders, may perform duties designated by a physician within their scope of practice.
3. At least one nurse [NP, RN, or licensed practice nurse (LPN)] available on site at least 10 hours per week but at no time serve more than 15 beneficiaries.
4. Licensed practitioners or unlicensed counselors with direct supervision on site; one clinician per 12 individuals.
5. One full-time certified peer.

Level 2-WM (23 hour) Staffing

1. A designated medical director certified in addiction medicine or an addiction psychiatrist available on call at all times as allowed by law.
2. A designated prescriber with on call availability 24/7 for consultation and in order to discharge participant to higher LOC if necessary. A physician's assistant (PA), NP, or APRN, licensed as physician extenders, may perform duties designated by a physician within their scope of practice.
3. At least one nurse (NP, RN, or LPN) per 12 individuals on site at all times.
4. One certified peer per 12 individuals on site during days and evenings.
5. One behavioral health technician per 12 individuals on site at all times.

B. Level 3.2-WM Clinically Managed Residential Withdrawal Management – Adult

Residential programs provided in an organized, residential, non-medical setting delivered by an appropriately trained staff that provides safe, 24-hour medication monitoring observation and support in a supervised environment for a person served to achieve initial recovery from the effects of alcohol and/or other drugs. The program emphasis is on peer and support, not medical and nursing care. All facilities are licensed by DSAMH.

Withdrawal management is appropriate for individuals who are able to participate in the daily residential activities and is often used as a less intensive, non-medical alternative to inpatient withdrawal management. Delaware-ASAM criteria are used to determine LOC.

Admission Guidelines

Participant has been assessed as not requiring medication, but does require 24-hour monitoring to complete withdrawal and continue treatment and/or self-help recovery. Withdrawal signs and symptoms are not severe and do not require the full resources of an acute care general hospital or

a medically supported program. Participant does require 24-hour monitoring because the participant's recovery environment cannot support withdrawal and recovery, or a recent history of withdrawal management as a lower LOC was unsuccessful due to environmental factors and/or lack of skill, including the continued use of substances.

Screening/Assessment/Treatment Plan Review

1. Urine drug screens are required upon admission and as directed by the treatment plan and are considered covered under the rates paid to the provider.
2. A comprehensive nursing assessment at admission, including an addiction-focused history and addiction severity index (ASI), about the individual to provide a clear understanding of the individual's present status. If self-administered withdrawal management medications are to be used, a physical examination by a physician, physician assistant, or nurse practitioner should be made at time of admission. Assessment of addiction-focused history and ASI to be reviewed with a physician during the admission process.
3. Comprehensive bio-psychosocial assessment consistent with Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards) completed within 24 hours of admission which substantiates appropriate patient placement. The assessment must be reviewed and signed by a qualified professional.
4. Full physical exam within 24 hours.
5. Initial individualized, interdisciplinary treatment/Treatment Plan, consistent with Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards), completed within 24 hours which includes problem formulation and articulation of short-term, measurable treatment goals and activities designed to achieve those goals. This plan should be developed in collaboration with the individual.
6. A comprehensive treatment plan within three days if participant is still in the Comprehensive Withdrawal Management program and additional updates to the treatment plan as indicated.
7. Initial discharge plan within 24 hours of admission, and comprehensive discharge plan at discharge.
8. Referral and assistance as needed for the beneficiary to gain access to other needed Medicaid SUD or mental health services.
9. The program shall implement the withdrawal management/treatment plan and document the individual's response to and/or participation in scheduled activities. Notes shall include:
 - a. The individual's physical condition, including vital signs.
 - b. The individual's mood and behavior.
 - c. Statements about the individual's condition and needs.
 - d. Information about the individual's progress or lack of progress in relation to withdrawal management/treatment goals.
10. Additional notes shall be documented, as needed. Physician orders are required for medical and psychiatric management.

Staffing

An interdisciplinary team of appropriately trained clinicians, such as physicians, nurses, counselors, social workers, and psychologists is available to assess and treat the individual and to obtain and interpret information regarding the patient's needs. The team also includes unlicensed counselors, as well as certified recovery coaches and credentialed behavioral health technicians operating within their scope of practice to provide services appropriate to the bio-psychosocial needs of individuals being admitted to the program. The number and disciplines of team members are appropriate to the range and severity of the individual's problems.

1. A designed medical director certified in addiction medicine or an addiction psychiatrist available on call at all times.
2. A psychiatrist, psychiatric NP, or APRN is on site at least 5 hours/week per 15 residents to assess the individual within 24 hours of admission (or earlier, if medically necessary), and available to provide onsite monitoring of care and further evaluation on a daily basis.
3. Primary care/physical health physician (or physician extender) on site at least 5 hours/week for each 15 residents.
4. One nurse (RN or LPN) per 15 residents is on site at all times with an RN supervisor or NP on call.
5. One licensed practitioner or unlicensed counselor with direct supervision is on site during days and evenings per 15 residents.
6. One recovery coach per 15 residents is on site during days and evenings.
7. One behavioral health technician is on site and awake at all times per 15 residents.
8. One FTE during clinic hours dedicated to performing referral arrangements for all individuals served by the facility. This FTE may be a licensed practitioner, unlicensed counselor, or certified peer.

C. Level 3.7 – WM Medically Monitored Inpatient Withdrawal Management

Medically monitored inpatient withdrawal management within a residential setting is an organized service delivered by medical and nursing professionals, which provide for 24-hour medically-supervised evaluation under a defined set of physician-approved policies and physician-monitored procedures or clinical protocols. All facilities are licensed by DSAMH and have federal Center for Substance Abuse Treatment OTP certification and Drug Enforcement Agency approval.

Admission Guidelines

Provides care to individuals whose withdrawal signs and symptoms are sufficiently severe to require 24-hour residential care. It sometimes is provided as a "step-down" service from a specialty unit of an acute care general or psychiatric hospital. Twenty-four hour observation, monitoring and treatment are available. However, the full resources of an acute care general

hospital or a medically managed intensive inpatient treatment program are not necessary. Intakes are accepted 24 hours per day. Delaware-ASAM criteria are used to determine LOC.

Screening/Assessments/Treatment Plan Review

1. Urine drug screens are required upon admission and as directed by the treatment plan and are considered covered under the rates paid to the provider.
2. A comprehensive nursing assessment at admission, including an addiction-focused history and ASI, about the individual to provide a clear understanding of the individual's present status. If self-administered withdrawal management medications are to be used, a physical examination by a physician, physician assistant, or NP should be made at time of admission. Assessment of addiction-focused history and ASI to be reviewed with a physician during the admission process.
3. Comprehensive bio-psychosocial assessment consistent with Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards) completed within 24 hours of admission which substantiates appropriate patient placement. The assessment must be reviewed and signed by a qualified professional.
4. Full physical exam within 24 hours.
5. Initial individualized, interdisciplinary treatment/Treatment Plan, consistent with Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards), completed within 24 hours which includes problem formulation and articulation of short-term, measurable treatment goals and activities designed to achieve those goals. This plan should be developed in collaboration with the individual.
6. A comprehensive treatment plan within three days if participant is still in the service and additional updates to the treatment plan as indicated.
7. Initial discharge plan within 24 hours of admission, and comprehensive discharge plan at discharge.
8. Referral and assistance as needed for the beneficiary to gain access to other needed Medicaid SUD or mental health services.
9. The program shall implement the withdrawal management/treatment plan and document the individual's response to and/or participation in scheduled activities. Notes shall include:
 - a. The individual's physical condition, including vital signs.
 - b. The individual's mood and behavior.
 - c. Statements about the individual's condition and needs.
 - d. Information about the individual's progress or lack of progress in relation to withdrawal management/treatment goals.
 - e. Additional notes shall be documented, as needed.
10. Physician orders are required for medical and psychiatric management.

Staffing

An interdisciplinary team of appropriately trained clinicians, such as physicians, nurses, counselors, social workers, and psychologists, is available to assess and treat the individual and to obtain and interpret information regarding the patient's needs. The number and disciplines of team members are appropriate to the range and severity of the individual's problems. The interdisciplinary team also includes an array of licensed practitioners, unlicensed counselors, as well as certified recovery coaches, and credentialed behavioral health technicians operating within their scope of practice to provide services appropriate to the bio-psychosocial needs of individuals being admitted to the program. These facilities must have medical personnel including physicians or physician extenders knowledgeable about addiction treatment, appropriately credentialed licensed mental health professionals, and allied health professional staff. The number and disciplines of team members are appropriate to the range and severity of the individual's problems.

1. A designed medical director certified in addiction medicine or an addiction psychiatrist available on call at all times. This may be a physician certified in addiction medicine or addiction psychiatrist or a provider of addiction pharmacotherapy integrated with psychosocial therapies, including a physician assistant or other independent practitioner with prescribing privileges knowledgeable about addiction treatment.
2. A psychiatrist, psychiatric NP, or APRN is on site at least 15 hours/week per 15 residents to assess the individual within 24 hours of admission (or earlier, if medically necessary), and available to provide onsite monitoring of care and further evaluation on a daily basis.
3. Primary care/physical health physician (or physician extender) on site at least 15 hours/week for 15 residents.
4. One nurse (RN or LPN) per 15 residents is on site at all times with an RN supervisor or NP on call.
5. One licensed practitioner or unlicensed counselor with direct supervision is on site during days and evenings per 15 residents.
6. One recovery coach per 15 residents is on site during days and evenings.
7. One behavioral health technician is on site and awake at all times per 15 residents.
8. One FTE during clinic hours dedicated to performing referral arrangements for all individuals served by the facility. This FTE may be a licensed practitioner, unlicensed counselor, or certified peer.
9. All residential programs are licensed under State law.

D. Quality Improvement

All proposals shall include a formal plan for identifying, evaluating and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. Responsive proposals shall include a specific section entitled "Quality Improvement" which shall include proposed contractor "performance targets; how these will be evaluated, tracked and reported; and include an understanding that DSAMH will be involved in setting up

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

E. Substance Use Disorder and Addiction Services Limitations

All addiction services are provided as part of a comprehensive specialized program available to all Medicaid and DSAMH beneficiaries with significant functional impairments resulting from an identified SUD diagnosis. Services are subject to prior approval, must be medically necessary and must be recommended by a licensed practitioner or physician, who is acting within the scope of his/her professional license[s] and applicable State law, to promote the maximum reduction of symptoms and/or restoration of the beneficiary to his/her best age-appropriate functional level according to an individualized treatment plan. Programs offering buprenorphine must have at least one registered controlled substances prescriber with waiver of the 1914 Harrison Act. Per federal regulations, the physician may not have a caseload exceeding 30 in the first year after receiving a waiver. In subsequent years, caseloads may not exceed 100. If prescribing buprenorphine, the prescriber must be a licensed physician with waiver to prescribe buprenorphine.

The comprehensive specialized program includes assessment, development of a treatment plan, and referral and assistance as needed for the beneficiary to gain access to other needed SUD or mental health services. Referral arrangements may include:

- Coordination with other SUD and mental health providers and potential providers of services to ensure seamless service access and delivery.
- Brokering of services to obtain and integrate SUD and mental health services.
- Facilitation and advocacy to resolve issues that impede access to needed SUD or mental health services.
- Appropriate discharge/transfer planning to other SUD or mental health providers or levels of care including coordination with the beneficiary’s family, friends, and other community members to cultivate the beneficiary’s natural support network, to the extent that the beneficiary has provided permission for such coordination.

The activities included in the service must be intended to achieve identified treatment plan goals or objectives. The treatment plan should be developed in a person-centered manner with the active participation of the beneficiary, family, and providers and be based on the beneficiary's condition and the standards of practice for the provision of rehabilitative services. The treatment plan should identify the medical or remedial services intended to reduce the identified condition as well as the anticipated outcomes of the individual. The treatment plan must specify the frequency, amount, and duration of services. The treatment plan must be signed by the licensed practitioner or physician responsible for developing the plan with the beneficiary (or authorized representative) also signing to note concurrence with the treatment plan. The development of the treatment plan should address barriers and issues that have contributed to the need for SUD treatment. The plan will specify a timeline for reevaluation of the plan that is at least an annual redetermination. The reevaluation should involve the beneficiary, family, and providers and include a reevaluation of plan to determine whether services have contributed to meeting the stated goals consistent with all relevant state and federal privacy requirements. A new treatment plan should be developed if there is no measureable reduction of disability or restoration of functional level. The new plan should identify a different rehabilitation strategy with revised goals and services. A new assessment should be conducted when medically necessary.

Providers must maintain medical records that include a copy of the treatment plan, the name of the beneficiary, dates of services provided, nature, content and units of rehabilitation services provided, and progress made toward functional improvement and goals in the treatment plan. Components that are not provided to, or directed exclusively toward the treatment of the Medicaid/DSAMH beneficiary are not eligible for Medicaid/DSAMH reimbursement.

Services provided at a work site must not be job task oriented and must be directly related to treatment of a beneficiary's behavioral health needs. Any services or components of services, the basic nature of which are to supplant housekeeping, homemaking, or basic services for the convenience of a beneficiary receiving covered services (including housekeeping, shopping, child care, and laundry services) are non-covered. Services cannot be provided in an Institution of Medical Disease (IMD) with more than 16 beds. Room and board is excluded from addiction services Medicaid rates for Delaware residential placement under the American Society of Addiction Medicine (ASAM) criteria requires prior approval and reviews on an ongoing basis as determined necessary by the State Medicaid agency or its designee to document compliance with the placement standards.

Medicaid will not reimburse for 12-step programs run by peers. A unit of service is defined according to the Healthcare Common Procedure Coding System (HCPCS) approved code set per the national correct coding initiative unless otherwise specified. No more than one per diem rate may be billed a day for residential SUD programs. DSAMH payment of room and board requires prior authorization from DSAMH.

Assessments and testing for individuals not in the custody of the penal system (e.g., not involuntarily residing in prison or jail overnight or detained awaiting trial) are Medicaid eligible, including any laboratory tests and urine tests. Drug court diversion treatment programs are eligible for Medicaid funding. Medicaid eligible individuals who are in the penal system and admitted to medical institutions such as SUD residential treatment programs are eligible for

Medicaid funding for eligible medical institution expenditures. Laboratory procedures that the practitioner refers to an outside laboratory must be billed by the laboratory to the Medicaid MCO.

F. Provider Qualifications

Services are provided by licensed and unlicensed professional staff, who are at least 18 years of age with a high school or equivalent diploma, according to their areas of competence as determined by degree, required levels of experience as defined by State law and regulations and departmentally approved program guidelines and certifications. All outpatient SUD programs are licensed under State law.

- **Licensed practitioners** under this SUD authority are licensed by Delaware and include, but are not limited to License Clinical Social Workers (LCSW), License Clinical Psychology and Mental Health (LPCMH), and Licensed Marriage and Family Therapists (LMFT), nurse practitioners (NPs), advanced practice nurses (APNs), medical doctors (MD) and Doctor of Osteopathic Medicine (DO), and psychologists. If a medical director is required by a program, the medical director must at least have prescribing privileges under State law and may include NPs, APNs, and medical doctors (MD and DO) in addition to any other requirements specified for the particular service.
- Any staff who is unlicensed (as defined in the bullets below) and providing addiction services must be credentialed by DSAMH and/or the credentialing board and be under the supervision of a qualified health professional (QHP). QHP must meet the supervisory standards established by DSAMH. A QHP includes the following professionals who are currently registered with their respective Delaware board LCSWs, LPCMH, LMFTs, APNs, NPs, medical doctors (MD and DO), and psychologists. The QHP provides clinical/administrative oversight and supervision of staff at a ratio of no greater than 1:10.
- **Unlicensed counselors and assessors** include certified alcohol and drug counselor (CADC), internationally certified alcohol and drug counselor (ICADC), certified co-occurring disorders professional (CCDP), internationally certified co-occurring disorders professional (ICCDP), internationally certified co-occurring disorders professional diplomate (ICCDPD), and licensed chemical dependency professional (LCDP).
- **Registered nurses and licensed practical nurses (LPN)**
- **Certified peers** in SUD and co-occurring outpatient licensed/certified programs must meet the requirements for recovery coaches, are at least 18 years old, and have a high school diploma or equivalent. Additionally, the provider must be at least three years older than a consumer under the age of 18 to whom the peer specialist is providing services. Peers must be certified in the State of Delaware to provide the outpatient service. The certification includes criminal, abuse/neglect registry and professional background checks, and completion of a State-approved standardized basic training program. Peers must self-identify as a present or former primary beneficiary of SUD services. **Note:** Peer services within a licensed program must provide counseling consistent with an approved treatment plan. Medicaid will not reimburse for 12-step programs run by peers.

- **Certified recovery coaches** are at least 18 years old, and have a high school diploma or equivalent. Additionally, the provider must be at least three years older than a consumer under the age of 18 to whom the recovery coach is providing services. Recovery coaches must be certified in the State of Delaware to provide services. The certification includes criminal, abuse/neglect registry and professional background checks, and completion of a State-approved standardized basic training program. Recovery coaches must self-identify as a present or former primary beneficiary of SUD services. *Note:* Recovery coaches within a licensed residential program must provide counseling consistent with an approved treatment plan. Medicaid will not reimburse for 12-step programs run by recovery coaches.
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- **Credentialed behavioral health technicians** are unlicensed professional staff who are at least 18 years of age with a high school or equivalent diploma.

G. Record Keeping Requirements:

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

The teams will develop a plan which shall include a process and procedure where clients who are able may document their experiences in their own medical record in a separate area. This kind of documentation is a growing practice and a new way to judge clinical progress and engagement in services. .

IV. Reporting/Data Submission

Successful applicant will be required to submit Consumer Report Forms as well as statistical data related to performance outcome measures. This will include length of stay, discharge and admit data, recidivism, non-completion of treatment, arrests, hospitalizations, etc. In addition to PM46 reporting requirements, successful applicant will be responsible for complying with DSAMH policies and procedures on adverse events.

Providers who submit client Protected Health Information (PHI) as required in the provider's scope of work. DSAMH mandates the collection of information on consumers admitted and discharged within its health care system. DSAMH also require the reporting of all services, periodic survey information, and agency performance measurements to be submitted to the division by specific contractual deadlines. These deadlines are on a monthly, quarterly and annual basis to allow DSAMH to analyze and disseminate the information to meet regulatory compliance and divisional reporting requirements.

Data submission elements will be specified in the scope of work for each contract.

All providers submitting electronic client data with PHI are required to use the state's Secure File Transfer Protocol (SFTP) site. Providers who are not able to install the SFTP software must submit a request to use other reporting methods. Other reporting methods include encrypted message or hand carried. The request must clearly explain the provider's inability to use the SFTP site.

The use of the Secure File Transfer facility will eliminate the risk of Protected Health Information (PHI) data being delivered to the wrong recipient and provide a secure, timely and cost effective method of transferring this information.

To accomplish this several authorization forms need to be completed and returned to DSAMH. In addition, SFTP client software is required to be installed on your computer for the file transfer. This software is available free on the Internet.

The following links contain instructions necessary for setting up the software and authorization forms. Any updates to the documents found in the links below are applicable to the terms of this contract:

1. DTI State Information Transport Network (SITN) Acceptable Use Policy
<http://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf>
2. Biggs Data Center User Authorization Form (UAF)
<http://www.dhss.delaware.gov/dms/files/authoriz.pdf>
3. Instructions for completing Biggs Data Center UAF
<http://www.dhss.delaware.gov/dms/files/uafinstructions011007.pdf>
4. Biggs Data Center Non-Disclosure Form
<http://www.dhss.delaware.gov/dhss/dms/files/irmnon-d02072013.pdf>
5. Secure File Transfer User Procedures
http://dhss.delaware.gov/dhss/dms/irm/files/sftpuserprocedures_20120611.pdf
6. DHSS SFTP Quick Start Guide
<http://dhss.delaware.gov/dhss/dms/irm/files/sftpquickstartguide06112012.pdf>
7. Secure File Transfer Memorandum of Agreement
<http://dhss.delaware.gov/dhss/dms/irm/files/sftpmoa01292010.pdf>

Providers requiring access to the SFTP site must identify an organizational point of contact and list all employees who will require site access. The Provider will maintain the accuracy of the list providing updates to DSAMH as changes occur.

All completed forms must be reviewed by DSAMH MIS unit prior to submitting to the Biggs Data Center.

DSAMH is in the process of requirements definition for a future Electronic Health Records (HER)/Electronic Medical Records (EMR) module that will be developed as part of the consolidated DHSS EMR system by Core Solutions, Inc. that is being currently being implemented for two other DHSS divisions. DSAMH would like to develop a Health Level Seven International (HL7) interface between the Core module to be developed for DSAMH and bidder's software. Preference will be given to bidders who have successfully developed an interface to an EMR system. Bidder will describe their relevant experience in this area, their ability to develop this proposed interface and suggest what would need to be developed by your firm vs. Core Solutions. Development of this interface will not be part of this contract and bidder is not expected to propose anything at this point. We are only asking bidders to describe their knowledge and capabilities in this area. Development of this interface would be at the sole discretion of the State at some future date and would be done through an amendment to this contract.

V. FUNDING AND PAYMENT METHODOLOGY:

A. The Provider will be paid on a Fee for Service basis as proposed in the draft Delaware Adult Behavioral Health State Plan Service Certification and Reimbursement Manual. Copies will be distributed at the pre-bid meeting along with additional performance incentives/penalties which are currently under development.

B. Contractor Monitoring/Evaluation

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

VI. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is five (5) years contingent on funding and satisfactory performance.

B. Subcontractors

The use of subcontractors will be NOT permitted for this project

C. Funding Disclaimer Clause

State Appropriations Mandatory Condition of State Performance. Validity and enforcement of any resulting Contract is subject to appropriations by the General Assembly of the State of Delaware of the specific funds necessary for Contract performance. Should such funds not be

so appropriated Delaware may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. Notwithstanding any other provisions of this RFP, any resulting Contract shall terminate and Delaware's obligations under it shall be extinguished at the start of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

D. Reserved Rights

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

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

E. Payment:

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

F. W-9 Information Submission

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

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting.

All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

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

G. State of Delaware Required Reporting

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

A Usage Report (Attachment 1) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 1) shall be submitted electronically in EXCEL and sent as an attachment to dsamhbusinessoperations@state.de.us It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

VII. TECHNICAL PROPOSAL REQUIREMENTS:

A. Definitions of Requirements

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

B. Acknowledgement of Understanding of Terms

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

C. Non-Conforming Proposals

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

D. Concise Proposals

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

E. Realistic Proposals

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

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

F. Discrepancies and Omissions

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

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

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

G. Bidder's Signature Form

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

H. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the Applicant; 3) the Applicant's full address; 4) the Applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date as listed on page of this RFP (Due Date).

I. Table of Contents

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

J. Applicant Organization Capability and Experience

Applicants for this RFP must provide documentation that they meet the following conditions:

1. A minimum of two years' experience operating alcohol and drug abuse treatment or detoxification programs. The organization will be required to provide evidence that both the applicant organization and the lead management staff proposed for the detoxification program have the knowledge and experience to operate the Adult Detoxification Services as described in this RFP.
2. Able to provide assurance that the applicant has the capability and expertise to obtain licensing in Delaware upon receipt of an award.
3. Willingness and ability to comply with any changes to the Substance Abuse Licensure Standards and any changes to anticipated billing procedures/process as these components are finalized by DSAMH.
4. Applicant must submit state licensure audit reports with Corrective Action Plans for 2012 and 2013 if available. It is the applicant's responsibility to take all steps within the applicant's power to obtain this information. If the applicant is aware of state licensure audit reports with Corrective Action Plans for this time period and is unable to obtain copies of the actual reports for any reason, the applicant must submit a written summary of all details of such reports and plans that are known to the applicant
5. Proposing Party must specifically identify its shareholders, officers and partners which hold any ownership interest in their organization. The Proposing Party shall identify each and every business or charitable entity in which it - or its shareholders officers and partners - presently holds an ownership interest. The Proposing Party shall identify each

and every organization, business, or charitable entity in which any of the Proposing Party's shareholders, officers and partners serve on a Board of Directors.

K. Bidder References

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

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. In addition, Bidder shall list any contract awarded to it or its predecessor firm(s) by the State of Delaware during the past ten (10) years if such contract was terminated by the State for cause, and shall include an explanation of the circumstances of such termination.

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

L. Program Design

1. Program Abstract – Describe the Comprehensive Adult Withdrawal Management Services Program with the distinct levels of care based on Evidence Based Practices. Describe the corporate or program readiness to implement the proposed evidence based practices including the resources, infrastructure and experienced staff that are in place or will be put in place to support implementation. Describe the process to monitor and ensure fidelity to the evidence based practice.

DSAMH will require the provider to use evidence based and other innovative practices to retain clients to complete the detoxification regimen, and to successfully engage in the appropriate level of substance abuse treatment. Applicants must describe how they will implement some of these widely accepted techniques and practices, including:

- a. Consistently offering hope and the expectation of recovery to all patients.
- b. Emphasizing that detoxification is only the first step in the process of treatment and recovery.
- c. Using client advocates to intervene with patients who wish to leave early.
- d. Offering on-site 12 step groups.
- e. Using alternative medicine approaches to enhance care.

In particular, applicants should describe how they will train staff and incorporate the following in their program design:

- Stage of Change principles with the goal of moving the client along the continuum to the next level of change (see TIP 45, p. 35).
 - Motivational interviewing as described by Miller and Rollnick, and others (see TIP 45, p. 34).
 - Motivational incentives to reward: (a) patients for achieving the short term goals of detoxification, including successful engagement with the next level of care; (b) staff for successful achievement of performance targets related to linkage and engagement with substance abuse treatment immediately following the detox episode.
2. **Geographic Area:** Applicant must identify if they are proposing to provide Adult Withdrawal Management Services for Sussex County and Kent County, or New Castle County. If proposing to operate all locations under one administrative umbrella, Applicant must indicate their interest (or non-interest) in being awarded for one or more components in lieu of being awarded for all three counties. DSAMH will immediately contract for a New Castle County Comprehensive Withdrawal Management program and plans to contract for similar services to serve Kent and Sussex Counties early in SFY 15.
3. **Scope of Services:** This section must describe in detail how the program will meet all requirements, including:
- a. Specific evidence/research based documentation to support the program design and treatment approach (es) to be used.
 - b. Applicant organization must provide a description of how it will operate the array of program services in accordance with the guidelines and principles enunciated in the ASAM criteria (ASAM 2013) and TIP 45.
 - c. **Medical Services:** Applicants must describe the **protocols for the medical services, including those for woman who are pregnant**, that they will offer for safety with sufficient specificity and detail to allow reviewers to determine how closely the protocols match with generally accepted medical practices for detoxification. **Refer to Chapter 4 in TIP 45 for guidance.** Applicants must also describe how they will use medications currently approved for addiction treatment (e.g., buprenorphine, etc.) and how they will stay abreast of new medications for substance abuse detoxification and treatment, as they are approved. DSAMH requires the use of buprenorphine for detoxification from opiates. Applicants must describe how they will manage “drug seeking” behavior and the potential of diversion of buprenorphine. An example of a well-designed Buprenorphine Protocol (from New Mexico) will be distributed at the pre-bid meeting. Applicant must provide a statement of assurance that they will comply with their established (and DSAMH approved) protocols. The use of the state-operated pharmacy for formulary medications and required pharmacy oversight will be negotiated with the successful applicant.
 - d. **Approved Length of Stay:** The successful applicant will be required to follow DSAMH rules for length of stay in the comprehensive ambulatory withdrawal management program. Requests for additional days must be pre-approved by the DSAMH Eligibility and Enrollment Unit (EEU) using the formal procedures instituted

by EEU for these requests. Approvals for clients to remain in the Ambulatory Withdrawal Management (23 hr) Component beyond 23 hours will not be granted

- e. **Psychosocial Services:** TIP 45 states, “ a primary goal of the detoxification staff should be to build the therapeutic alliance and motivate the patient to enter treatment . . . Research indicates that addressing psychosocial issues during detoxification significantly increases the likelihood that the patient will experience a safe detoxification and go on to participate in substance abuse treatment”.
- f. **Linkage and Admission:** In addition to the safe medical stabilization of the patient, the successful detoxification episode will conclude with admission and engagement in the appropriate level of behavioral health treatment and supports immediately following completion of detoxification, or at the conclusion of the 30 day period authorized for Buprenorphine Ambulatory Withdrawal Management with extended on-site monitoring. DSAMH expects immediate placement in ongoing community based services at the conclusion of the WM program.

TIP 45 advises that detoxification programs should develop innovative strategies with patients to maintain motivation for continued treatment. Applicants should discuss the specific strategies they will employ to address this barrier, especially in those instances where long term residential substance abuse treatment services may not be immediately available on the day of discharge from the detoxification program.

- g. **Case Management:** The detoxification provider will be required to provide case management and Peer Supports. The role of the case manager will be to work with clients to resolve those barriers and issues that have contributed to the need for withdrawal management episodes.

The goals of the case managers will include, but will not be limited to, assisting the client on an individual and as needed basis to:

- Be admitted to and become engaged in an appropriate behavioral health treatment program immediately following detoxification
- Find safe and drug free housing in compliance with DSAMH housing requirements
- Obtain recommended medical and health care services.
- Obtain legitimately prescribed medications for health, mental health and addiction treatment.

The detoxification program will be required to provide case management services, even after completion of detoxification itself.

Applicants will be expected to describe the details of how they propose to provide these required case management services. Innovation and creativity to fulfill the case management role and achieve the goals are encouraged.

The case management component will include Peer Support Services. Case management and Peer Support are expected to lead to:

- Continued length of abstinence from substances
- Improved bio-psychosocial health
- Increased ability to identify and manage high-risk situations that could lead to relapse
- Increased ability to be proactive regarding relapse prevention and wellness recovery planning including the ability to identify warning signs and triggers and to adhere to self-defined goals and strategies to maintain abstinence and wellness achievements
- A reduction in mental illness and/or substance use disorder services as individuals assume responsibility for their own wellness and recovery stability, manage and reduce their symptoms through varied self-help techniques and initiate the support of a network of peer, indigenous community and professional supports
- Increase in stable housing and employment
- Increased linkages made to other recovery and wellness support services
- Increased overall quality of life

The case management and peer support components will also provide telephone support and engagement to those seeking treatment and those discharged from treatment.

The proposal must contain sufficient specificity and detail to allow the reviewers to determine the distinction between the levels of care and the services to be provided to the clients in each component of the program.

The applicant must describe how it will provide 24/7 clinically supervised evaluation and withdrawal management in an organized service delivered by medical and nursing professionals under a defined set of physician-approved policies and physician-monitored procedures or clinical protocols.

M. Staffing and Staff Qualifications:

The staffing requirements for the successful applicant will be based on providing the various levels of care on those defined in this RFP.

The program must present a complete staffing pattern for each program component that includes an interdisciplinary team consisting of a physician/psychiatrist/advanced nurse practitioner/physician assistant, RN's, LPN's, counselors, case managers and Peers, as well as appropriate staff to handle the business functions of the program.

The staffing pattern must indicate if the position is full or part-time. If part time, it must indicate the number of hours per week. The staffing pattern must be predicated upon serving the number of clients specified by the applicant of this RFP. The job descriptions must include the minimal

educational, experiential and credentialing requirements for each position, along with a description of the duties of the position.

The proposer must provide:

1. Job Descriptions

There must be a complete job description for all positions that have been included in all or part of the cost of this proposal. Each description should contain:

- Position title: This should be the same title as used in the budget, and as shown in the sections on program description, and organization charts.
- Job summary: This should describe the role of the position in the proposed program and identify the lines of authority related to this position.
- Duties and responsibilities: List the major activities of the person in this position.
- Job qualifications: The minimum education and/or experience requirements should be presented.

2. Resumes of Key Staff

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

3. Screening and Hiring Procedures

The proposer must provide guidelines to be used in staff screening and hiring procedures. Measures adequate to screen job applicants to determine history of patient/client abuse/neglect (must comply with 29 Del. C. Section 708 and 11 Del. C. Section 8564) must be described.

4. Staff Training/Orientation and Development

A staff training and/or orientation plan applicable to all staff who will be assigned to the program must be presented. The plan/schedule should include:

- introductory training and orientation schedule;
- mandatory training on Department of Health and Social Services Policy Memorandum 46;
- mandatory training on confidentiality of client information

N. Implementation Plan

Applicants must submit an Implementation Plan in chart format with timelines for completion of each activity. The plan must cover start up through program implementation activities, including hiring of key staff. It should describe the outreach and marketing activities that will be required

to inform referral sources and the substance abuse treatment system about the program and its required components, including case management and admission/engagement expectations for clients completing detoxification.

O. Transition Plan

Describe the transition process by which consumers, current and future, are incorporated into the proposed program model. This plan should address issues of assessment, levels of care assignment, continuity of care (including medication maintenance), crisis management, etc. This plan should describe the transition of individuals who are currently served within the program as well as clients new to the Division's long-term benefit and referred from DSAMH's EEU

P. Program Facility

Proposers must provide proof that they already own or have a commitment to purchase or lease of a facility suitable for the proposed program. DSAMH is willing to negotiate the date by which the facility must be ready for occupancy. However, unless there are extraordinary circumstances, the usual expectation is that the site/facility will be ready for occupancy no later than 90-days from inception of contract.

The proposer must identify and describe the facility in which the proposed program will be provided.

At a minimum, the proposer must provide:

- a) The address of the proposed facility.
- b) A description of the facility, including a floor plan that indicates the location within the facility proposed for use for the proposed program (if co-located with another program).
- c) A description of any facility renovations or improvements that will be needed to make the facility suitable for use. First year contract funds may be used for minor renovations and repairs to the facility, and for purchase of necessary equipment/furnishings.
- d) Assurances that the proposed facility is suitable for use in the provision of the proposed program and that it will meet all applicable zoning, licensing, life-safety, environmental or other requirements. (NOTE – The facility must meet all such requirements, and the contractor must obtain all required approvals prior to program opening and acceptance of any residents.)
- e) Agreement to work in conjunction with DSAMH to notify elected officials, civic and neighborhood associations to assure acceptance and support of the community.
- f) If the proposed facility will house other programs or services concurrently with the proposed program (or is anticipated to house such other programs or services), the

proposer must describe those programs/services and identify any proposed relationship between such programs/services and the proposed program. Co-located programs/services must be compatible with the needs of the proposed program and present no threat to the health or safety of the residents of the proposed program.

The New Castle County location may be proposed to be housed in state owned facility on Kirkwood Highway. Proposal must indicate if the applicant is interested in this option.

Q. Quality Improvement

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

R. 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 C & D**)

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

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

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

S. Standard Contract

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

VIII. BUSINESS PROPOSAL REQUIREMENTS:

The Business Proposals and all budget information must be presented separate from the Technical Proposal.

Applicant will submit the following utilizing the format which will be distributed at the pre-bid meeting. The electronic version will be published on the website as part of the questions and answers addendum.

For each location being proposed:

Start up budget – this covers costs from the effective date of the contract until the first client admission into the program. A detailed line item narrative is required to allow reviewers to determine the assumptions made with respect to the pricing of services.

Annual Operating Budget – including a detailed line item narrative

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

1. Hardware
2. Software
3. Technical staffing

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

Applicant will demonstrate corporate capability:

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

In addition to financial information, discuss any corporate reorganization or restructuring that has occurred within the last three years and discusses how the restructuring will impact the Vendor's ability to provide services proposed. The DSAMH reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the course of the contract. Include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

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

Applicant statement of understanding/capability to implement a fee for service reimbursement structure for insured and uninsured clients as specified in the Delaware Adult Behavioral Health Medicaid State Plan Service Certification and Reimbursement Manual.

IX. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original **CDs** (Each Labeled as “Original”) and one (1) **CD** copy (labeled as “Copy”). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional **CDs** (Each labeled “Corporate Confidential Information”). All **CD** files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

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

Ten (10) printed and bound copies that clearly indicate that they are in response to RFP HSS-14-026

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

The responses to this RFP shall be submitted to:

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

B. Closing Date

All responses must be received no later than 11:00am, June 30, 2014. Later submission will be cause for disqualification.

C. Opening of Proposals

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

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

D. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 30, 2018**. The State of Delaware reserves the right to ask for an extension of time if needed.

E. No Press Releases or Public Disclosure

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

F. Collusion or Fraud

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

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

G. Penalties

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

H. Notification of Acceptance

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

I. Questions

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

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

Deadline for submission of all questions is **Friday, June 6, 2014**. Responses will be posted to the bids website <http://bids.delaware.gov> tentatively by **Monday, June 16, 2014**.

J. Amendments to Proposals

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

K. Proposals Become State Property

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

L. Non-Interference Clause

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

M. Investigation of Bidder's Qualifications

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

N. RFP and Final Contract

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

O. Proposal and Final Contract

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

P. Cost of Proposal Preparation

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

Q. Proposed Timetable

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

<i>Activity</i>	<i>Date</i>
RFP Advertisement	05/14/2014
Pre-bid Meeting	05/29/2014
Questions Due	06/06/2014
Answers to Questions	06/16/2014
Bid Opening	06/30/2014
Selection Process Begins	07/01/2014
Vendor Selection (tentative)	07/16/2014 – 07/31/2014
Contract Begins	08/01/2014 – 08/15/2014

R. Confidentiality and Debriefing

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

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

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

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

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request. The debriefing will not be conducted until the Request for Proposal process is completed.

X. SELECTION PROCESS

A. Basis of Award

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

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

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

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

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

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

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

DHSS shall bear no responsibility or increase obligation for a Vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

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

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

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

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

B. Proposal Evaluation Team

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

1. Proposal Clarification

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

2. References

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

3. Oral Presentations

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

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

C. Proposal Evaluation Criteria

Category	Weight
Meets mandatory RFP provisions	Pass/Fail
CD's properly submitted	
Hard Copies Properly Submitted	
Forms properly submitted	
Applicant's Experience and Expertise	05
Understanding of ASAM Levels and use of evidence Based Practices	20
Proposed Program Design	45
Start Up, Implementation, Location	10
Staffing and Staff Qualifications	10
<u>Program Budget</u>	<u>10</u>
Total:	100

Detailed evaluation/rating criteria will be developed in the review process for this Request for Proposals. Proposals will be rated according to the following general weighted criteria. Questions listed within the criteria are illustrative only. Points will be awarded in each category as indicated.

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

D. Consultants and Legal Counsel

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

E. Exclusions

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

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

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

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

Has violated contract provisions such as:

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

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

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

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

E. State's Right to Award Multiple Source Contracting

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

F. Project Costs and Proposed Scope of Service

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

APPENDIX A:
BUSINESS PROPOSAL

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

APPENDIX B:
BIDDERS SIGNATURE FORM



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

BIDDERS SIGNATURE FORM

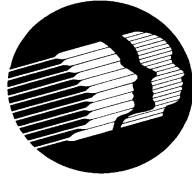
NAME OF BIDDER: _____
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: _____
TITLE OF AUTHORIZED PERSON: _____
STREET NAME AND NUMBER: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: _____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

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

APPENDIX C:
CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.

- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____ are; _____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX D

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX E
FINANCIAL PRACTICES SELF REPORT

CONTRACT AGENCY: _____

DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH

**FINANCIAL PRACTICES
PRE-AUDIT MONITORING SURVEY
SELF-REPORT**

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

Yes _____ No _____

Comments: _____

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

Comments: _____

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

Yes ____ No _____

Comments: _____

4. Do you maintain the following **accounting records**?

(Check those maintained)

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

Comments: _____

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

Type	Frequency	Distributed by	Reviewed/ Approved By

(Use additional pages as necessary)

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

Yes _____ No _____ Name _____

Comments: _____

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

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

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

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

a. _____

b. _____

c. _____

d. _____

8. What are your procedures for purchasing?

a) Solicitation and bids for service

b) Receipt and inspection of goods (Summarize)

9. What is your procedure for payroll processing?

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

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

Comments: _____

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

Comments: _____

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

Comments: _____

10. Petty cash procedures:

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

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

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

d. What are the limits on individual transactions?

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

11. Billing for services:

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

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

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

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

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

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

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

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

12. Internal Controls

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

a. Written Fiscal/Financial Practice Policies and Procedures?

Yes _____ No _____

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

Yes _____ No _____

b. Separation of functional responsibilities?

Yes _____ No _____

Comments: _____

c. Accurate and complete book of accounts?

Comments: _____

d. Financial reports?

Yes _____ No _____

Comments: _____

e. Proper documentation?

Yes _____ No _____

Comments: _____

f. Annual audit?

Yes _____ No _____

Comments: _____

g. Bonding of employees handling money?

Yes _____ No _____

Comments: _____

13. Corporation Data:

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

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

14. Property Management:

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

Yes _____ No _____

Does the inventory show? (check all that apply)

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

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

Yes _____ No _____

How often is the inventory updated? _____

Who is responsible for keeping the inventory?

15. Indirect/Administrative Cost

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

Yes _____ No _____

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

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

Yes _____ No _____

16. Survey Completed by _____

Title/Position _____

Signature _____ Date _____

APPENDIX F

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**DRAFT CONTRACT (SUBJECT TO REVISION)
BETWEEN
[DIVISION NAME HERE]
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]**

A. Introduction

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

Contractor shall be responsible for providing liability insurance for its personnel.

4. 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.
5. 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.
6. Contractor 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) directly arising out of:
 - a. The negligence or other wrongful conduct of the Contractor, its agents or employees, or
 - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
 - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party,

Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Contractor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Contractor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - e. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.
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 service(s) 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 Service(s) 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.

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, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, or local, law, statute, regulation or applicable 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. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch. 58.
10. Contractor has or will retain such employees, as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

13. 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 the Department 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 The Department prior to termination.

If termination for default is effected by the Department, the Department 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 the Department by reason of Contractor's default.
- b. Upon termination for default, the Department 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, the Department 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 the Department.

The rights and remedies of the Department 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.

14. The Department may suspend performance by Contractor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department 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 the Department to resume performance.

In the event the Department 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 the Department based on appropriated funds and approval by the Department.

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:

15. 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.

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. This Contract shall not be altered, changed, modified, or amended except by written consent of all Parties to the Contract.
17. 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. Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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.

18. 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)
DHSS Request for Proposal (RFP) # HSS-XX-XXX
Vendor's Proposal in response to RFP #HSS-XX-XXX

This contract and its Appendices shall constitute the entire agreement between The Department and Contractor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The

provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract
- 2) DHSS Request for Proposal (RFP)# HSS-XX-XXX
- 3) Vendor's Proposal in response to RFP # HSS- XX-XXX
- 4) Appendix A- Divisional Requirements
- 5) Appendix B- Contract Budget Appendix C- Service Description (Scope of Services)

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

Contractor may not order any product requiring a purchase order prior to The Department's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Contract for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

19. This Contract shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in 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.

20. 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.

21. 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.
22. 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 Contract, 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 Contract 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.
23. 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.

Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information, and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify, and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

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.

24. 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.

25. 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.
26. 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 Contract, 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.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.
3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and

absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

Notwithstanding any other provisions of this Contract, this Contract shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the state of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.

4. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
5. 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.

Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

6. 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.
7. 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.
8. 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.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

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

Any certification related to information and documents produced to the Department shall be certified only by the Contractor’s Contract Manager

9. 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.
10. 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.

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 A-1 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. The Contractor must maintain documentation of staff training on PM46.

2. *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.
3. *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.
4. *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.
5. All Department campuses are tobacco-free. Contractors, their employees, and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be duly executed as of the date and year first above written.

For the Contractor:

For the Department:

Name

Rita M. Landgraf
Secretary

Title

Date

Date

For the Division:

Director

Date

Attachment 1

Monthly Usage Report

State of Delaware

Monthly Usage Report

Supplier Name:				Insert Contract No.	Report Start Date:							
Contact Name:					Report End Date:							
Contact Phone:					Today's Date:							
Agency Name or School District	Division or Name of School	Budget Code	<u>UNSPS</u> <u>C</u>	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spent	
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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

Phone (302) 857-4554

Fax (302) 677-7086