



DELAWARE HEALTH
AND SOCIAL SERVICES

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

REQUEST FOR PROPOSAL NO. HSS-14-027

FOR

**COMPREHENSIVE BEHAVIORAL HEALTH OUTPATIENT TREATMENT
SERVICES FOR ADULTS**

FOR

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

Deposit	Waived
Performance Bond	Waived

**Date Due: September 05, 2014
11:00 A.M. LOCAL TIME**

A pre-bid meeting will be held on July 30, 2014 at 10:30 a.m. at 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-14-027

Sealed Proposals for Comprehensive Behavioral Health Outpatient Treatment Services for the DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH will be **received** by:

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

Proposals will be accepted until **11:00a.m., September 05, 2014**. At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **July 30, 2014 at 10:30 a.m.** 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

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

NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. 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."

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 ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

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

Organizations Ineligible to Bid

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

**REQUEST FOR PROPOSAL FOR
COMPREHENSIVE BEHAVIORAL HEALTH OUTPATIENT TREATMENT
SERVICES
FOR
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

Availability of Funds

Funds are available for the selected vendor(s) to provide services in the area of Comprehensive Behavioral Health Outpatient Treatment Services as set forth herein. The contract term is **five (5) years**. Funding will be added to the contract at the beginning of the each state fiscal year, as long as sufficient funding is available and the contractor's performance is satisfactory, consistently meets performance targets, and continues to meet the service system design needs of the DSAMH.

Pre-Bid Meeting

A pre-bid meeting will be held on **Wednesday, July 30, 2014 at 10:30 a.m.** 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 to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

Ceasar McClain
Contracts Manager
dsamhbusinessoperations@state.de.us

Restrictions on Communications with State Staff

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

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

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

Contact with State Employees

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

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 BEHAVIORAL HEALTH OUTPATIENT TREATMENT
SERVICES FOR ADULTS
FOR
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

I. Introduction and Basic Philosophy

Delaware Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH), is seeking proposals from qualified health and social services agencies to provide an array of behavioral health outpatient services for adults throughout the State. The State has determined a significant need for programs to be located in Middletown, Wilmington, Newark, Dover, Georgetown and Seaford, Delaware.

DSAMH subscribes to the beliefs, substantiated by research, that:

- Alcoholism, drug dependence, mental illnesses and compulsive gambling are treatable medical conditions that individuals can and do recover from if provided access to care and evidence-based practice interventions. DE also sees these illnesses as primarily physiological chronic disease states that require both timely interventions as well as the understanding that these conditions are characterized by relapse that require “more services immediately” and not consequences or less services.
- Recovery from mental illness, compulsive gambling, and substance use conditions, is our overall goal and must be an expectation of DSAMH state and provider services.
- All individuals in need of any type of health services are unique.
- Clients, and their families, reflect the diversity of our communities, including differences in ethnicity, socioeconomic status, education, religion, geographic location, age, sexual orientation, and disability.
- Treatment services and supports for Substance Use Disorders (SUD) and Mental Health (MH) conditions benefit the individual client and his or her family, but also public health, public safety, and the public purse.
- Successful treatment begins with accessible services and good customer service that reflects staff’s personalized engagement in assisting the client and any significant others.

- Treatment should be timely, affordable, and of sufficient intensity and duration to be effective. It should be provided in a welcoming, safe, and accessible environment.
- At time, some individuals suffering from alcoholism, drug dependence, compulsive gambling and or mental illness may engage in improper or illegal behavior. Although such behavior may result from, or may be a symptom of, the underlying illness (es), the illness does not excuse this behavior. However, it is essential to recognize that the illness itself is a medical condition and a public health problem for which effective treatments and services are available. As a general principle, infractions of rules or policies should be handled individually.

DSAMH will require providers of outpatient services to subscribe to these basic tenets. In addition, the State of Delaware and the United States Department of Justice entered into a settlement agreement, in 2011, regarding full compliance with Title II of the Americans with Disabilities Act ("the ADA"), 42 U.S.C. § 12101 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794. In essence, this settlement agreement directs the provision of services and supports to all individuals with disabilities that reflect those most appropriate to that individual's needs and that prevents inpatient hospitalization or institutionalization whenever possible. The goal of this request for proposal is to further develop DSAMH's community based behavioral health service system in order to better serve individual. This USDOJ mandate also applies to people with Substance Use Disorders (SUD) as they often end up in psychiatric inpatient facilities and with diagnoses of Serious Mental Illness.

II. Applicant Organization Eligibility

Applicant organizations/agencies must be for profit, non-profit or faith-based organizations that can document a minimum of five years successful experience in operating an array of community based behavioral health services. Applicants currently must be CARF, NCQA or JCAHO accredited or demonstrate the capability to become accredited within the first two contract years. Documentation must be provided that both the applicant organization and the lead management staff for the proposed program have expertise in the design, implementation and operation of the program for which they are proposing.

Applicant organizations/agencies will be required to obtain licensure specific to the program for which they are awarded (Licensure Regulations are currently under revision – a copy of the draft document will be distributed at the pre-bid meeting).

Applicants who are selected to provide services must be apply as a provider on the Medicaid Managed Care Organization and private insurance panels upon award. Awarded vendors must also enroll as a Medicaid FFS Provider. The applicant must develop the capacity to provide services for any individual, insured or uninsured, requiring services in the awarded

program who meets the criteria for admission identified below under the sections “Admission Guidelines”.

Applicants for ASAM Level 1: Outpatient services that are selected to provide services in New Castle County must provide satellite services at the Wilmington Hope Commission location on a part-time/limited basis. This expectation means that the successful applicant will work with the Hope Commission’s Achievement Center and agree to deploy one or two staff to provide services at the latter center a few days a week. This role, in essence, is nothing more than deploying provider staff to do the same work they would be doing in their home organization as the same clients will be asking for services at the Hope Achievement Center.

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

III. Geographic Areas to Be Served

Applicants must clearly and specifically describe the location(s) of the site(s) where they will offer the services for which they have applied.

The applicant must also specify: (a) the number of clients who will be served at one time (program static capacity); and, (b) the number of clients that are expected to be served during one year (program dynamic capacity).

IV. Target Population

The selected provider must operate a program that provides access to any adult individual seeking behavioral health services. The nature, intensity and length of the services provided are predicated on the needs of the individual and will be directed by the American Society of Addiction Medicine (ASAM) level of care criteria (The ASAM Criteria, 2013) that has been developed to assess and identify the required level of treatment and supports needed by every individual coming into care. The goal is to provide very accessible services, based on needs rather than on insurance status or the initial diagnosis of the individual. The program will be monitored as to how well it accommodates all individuals seeking services. The ASAM model (assessment tool) has been revised for Delaware to include all Behavioral Health Disorders, and will be used going forward for all people needing to access services from DSAMH.

While it is not expected, by DSAMH, that the provider offer specialized services for any/all behavioral health concerns (eating disorders or acquired brain injury [ABI] for example), they are expected to assist the individual in accessing the services they require even if all this entails is helping the individual find a specialty service in another location.

Services will be provided to meet the diversity of individuals with mental health and addictive disorders within the community served. This will be evidenced by the appropriate mix of mental health and substance use disorder personnel who are competent to address the diverse clinical, social, language and health care needs of the eligible population served.

V. COMPREHENSIVE SERVICE ARRAY:

The Division views the availability of comprehensive outpatient services as the primary point of contact for persons seeking publicly-funded outpatient treatment for addictive disorders and mental health conditions, including co-morbid mental health and addiction conditions.

This RFP is to solicit proposals for the following array of services. Please note that this RFP for Outpatient Services assumes the provision of care for persons with mental health and substance use conditions including people with SPMI, SMI and COD.

- a) ASAM Level 1 – Outpatient Services (OP)
- b) ASAM Level 1 – Opioid Treatment Programs (OTP) and Office Based Opioid Treatment OBOT)
- c) ASAM Level 2.1 – Intensive Outpatient Treatment (IOP)

Applicants may elect to provide any of the following service array combinations:

- 1. ASAM Level I Outpatient Services and ASAM Level 1 OBOT
- 2. ASAM Level 1 Outpatient Services and ASAM Level 2.1 Services, and OBOT Services
- 3. ASAM Level 1, Level 2.1 and Level 1 OTP services
- 4. ASAM Level 1 OTP Services

The Division is encouraging applicants to propose to provide the full array of services, however each proposal will be considered on its own merits. The award strategy for this solicitation is open and will be based on proposal scoring and what will be most advantageous to the State in ensuring the needs for these services can be met. Vendors are not required to bid on all services.

Programs must ensure that competent evidence-based Behavioral Health services will be provided to all clients who seek treatment and be staffed to serve individuals with special needs such as women, those with physical impairments, those who speak a language other than English, and clients referred by the criminal justice system.

The following section represents each of the services to be purchased by DSAMH. Disclaimer: DSAMH has modified the presentation of ASAM Level 1 OP services to include language pertaining to individuals with a diagnosis of mental illness without an accompanying diagnosis of substance use condition. This is to emphasize that this contract is for programs that serve any individual regardless of diagnosis, but in no way is meant to change the intent or the content of the ASAM (The ASAM Criteria, 2013) for this level of

care. The original language and intent of the ASAM Level I criteria is maintained in this program's billing guidance and contract language.

ASAM Level 1: Outpatient Services – this level of care applies to adults who have a substance use condition (SUD), a mental illness (MI) or a co-occurring SUD/MI (COD) and who meet the medical necessity for this service setting.

Outpatient Level 1 services are professionally directed assessment, diagnosis, treatment, and recovery services provided in an organized non-residential treatment setting. Outpatient services are organized activities, which may be delivered, in any appropriate community setting that meets State licensure standards. All outpatient SUD programs are licensed under State law. As a program that is expected to serve individuals with a SUD, MI and a COD, a license will be required. A facility/agency license is not required for individual or group practices of licensed counselors/therapists providing these services under the auspices of their individual license(s).

These services include, but are not limited to psychiatric evaluations, psychiatric medication prescribing and monitoring, individual (crisis and non-crisis), group, family counseling including psycho-education on recovery, and wellness management. These programs offer comprehensive, coordinated, and defined services that may vary in level of intensity but are fewer than nine contact hours per week. Delaware-ASAM criteria are used to determine appropriate medical necessity and level of care (LOC).

Admission Guidelines for ASAM Level 1

1. Acute intoxication and/or withdrawal potential: No signs or symptoms of withdrawal, or individual's withdrawal can be safely managed in an outpatient setting.
2. Concerns regarding depressed feelings/thoughts; anxiety that is affecting daily life; difficulty with thinking due to intrusive thoughts, delusions or obsessions or other symptoms of mental illness; difficulty managing daily responsibilities for reasons that the individual is unsure of or cannot manage; and/or feelings of "impending doom" or that "something is wrong."
3. Biomedical conditions and complications: None or very stable or receiving medical monitoring.
4. Emotional, behavioral, or cognitive conditions and complications: None or stable or receiving concurrent mental health monitoring. May have a co-occurring diagnosis, as well as a single diagnosis of mental illness. Mental Health stability is not a requirement for this level of care as long as the individual's functioning and symptomology can be adequately supported by this array of services.
5. Readiness to change: Participant should be willing to explore his/her substance use or mental health conditions (absent of substance use) in order to avoid a negative consequence as in mandated treatment. The individual requires monitoring and motivating strategies to engage in treatment and to progress through the stages of change but not be in need of a structured milieu program.

6. Relapse, continued use, or continued problem potential: Participant is able to achieve abstinence or controlled use and/or addictive behaviors; or is open to following a plan of care related to their presenting mental health symptoms. Participant is also open to participate in developing related recovery goals with minimal support.
 - a. Participants, with MH Conditions, must be willing to engage in work toward identifying their symptoms and issues related to these symptoms, work to identify what is not working well in their lives, be open to identify their thought processes when faced with a challenge, and be able to participate in an interdisciplinary recovery team process.
 - b. Participants, with SUD, must be willing to engage in work toward abstinence and related goals, with support and scheduled therapeutic contact to assist with issues that include, but not limited to ambivalence about preoccupation of alcohol use or other drug use, cravings, peer pressure, and lifestyle, and attitude changes. People with SUD issues must be open to participating in an interdisciplinary recovery team process.
7. Recovery environment: Environment is sufficiently supportive that outpatient treatment is feasible, or the individual does not have an adequate, primary, or social support system but has demonstrated motivation and willingness to obtain such a support system in two months including 12 step sponsorship that is specific for the issues they are dealing with and is approved by their recovery team.

Screening/Assessment/Treatment Plan Review

1. For individuals new to the program, a comprehensive bio-psychosocial assessment per Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards) completed within 72 hours of admission which substantiates appropriate patient placement. Assessment must be reviewed and signed by a qualified professional. This typically occurs with a diagnostic assessment to confirm the substance use disorder and/or mental illness diagnosis and determine the appropriate LOC and a comprehensive bio-psychosocial assessment to inform the recovery plan and on-going care.
2. Physical examination by a qualified medical professional within 90 days prior to admission or documentation of good faith effort in referring the client for a physical and/or efforts made to obtain documentation of a physical.
3. Individualized, interdisciplinary recovery plan per Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards), completed within 30 days of admission or by the fourth counseling session, whichever occurs first. This plan should be developed in collaboration with the individual.
4. Recovery plan reviewed/updated in collaboration with the individual as needed based on changes in functioning, or at a minimum of every 90 days.
5. Discharge/transfer planning begins at admission.
6. Referral and assistance as needed for the beneficiary to gain access to other needed Medicaid mental health or substance use disorder services.

Staffing

1. Level 1 outpatient settings include an array of licensed practitioners, unlicensed counselors, as well as certified SUD peers, and credentialed behavioral health technicians operating within their scope of practice.
2. Caseload size is based on needs of individuals actively engaged in services to ensure effective, individualized treatment, and rehabilitation but should not exceed 50 active individuals for each licensed practitioner and unlicensed counselor. For this standard, *active* is defined as being treated at least every 90 days.
3. Counseling groups should not exceed 15 individuals (assumed average of 9), psycho-educational group size is not restricted.
4. QHP (physicians, psychiatric nurse practitioners, psychologists, LCSWs, and other appropriate licensed staff) supervisors must be on site or available for phone consultation in a crisis 24/7 and supervise no more than 10 unlicensed staff.
5. Peers may lead groups and meet with clients 1:1, but would bill peer support unless also meeting certification criteria to be one of the unlicensed counselors.

ASAM Level 1: Opioid Treatment Services: Opioid Treatment Programs (OTP) and Office-Based Opioid Treatment (OBOT)

Opioid treatment services refer to two models of medication and concurrent psychosocial services to treat opioid addiction:

- OTPs are federally regulated programs that include direct administration of daily medication (opioid agonists: methadone or buprenorphine) as well as a highly structured psychosocial program that addresses major lifestyle, attitudinal, and behavioral issues that could undermine recovery-oriented goals. The participant does not have a prescription for the methadone or buprenorphine, but receives daily medication from the OTP.
- OBOT takes place in either a physician's private practice or a number of types of public sector clinics. The physician prescribes partial opioid agonist buprenorphine (which requires certification and a waiver) and/or naltrexone (an opioid antagonist). Participant fills prescription at retail outpatient pharmacy. Additional psychosocial and behavioral services are provided by referral by the OBOT, but the participant may choose which referrals to pursue. (for the purposes of this RFP, OBOT services must be imbedded within the Level I Outpatient program).

Admission Guidelines for ASAM Level 1 (Opioid Treatment Services)

1. Acute intoxication and/or withdrawal potential: Physically addicted to opioids.
2. Biomedical conditions and complications: Meets biomedical criteria for opioid use disorder and may have concurrent biomedical illness that can be treated on outpatient basis.
3. Emotional, behavioral, or cognitive conditions and complications: None or stable or receiving concurrent mental health monitoring and/or treatment.
4. Readiness to change: Participant requires structured therapeutic and pharmacotherapy program to promote treatment progress and recovery.
5. Relapse, continued use, or continued problem potential: High risk of relapse or continued use without opioid pharmacotherapy, close outpatient monitoring and structured support.

6. Recovery environment: Environment is sufficiently supportive that outpatient treatment is feasible, or the individual does not have an adequate, primary, or social support system but has demonstrated motivation and willingness to obtain such a support system.

Screening/Assessment/Treatment Plan Review

1. Nursing assessment at time of admission that is reviewed by a physician to determine need for opioid treatment services, eligibility, and appropriateness (proper patient placement) for admission and referral.
2. For individuals new to the program, a comprehensive bio-psychosocial assessment per Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards) completed within 72 hours of admission which substantiates appropriate patient placement. Assessment must be reviewed and signed by a qualified professional. This typically occurs with a diagnostic assessment to confirm the SUD diagnosis and determine the appropriate LOC and a comprehensive bio-psychosocial assessment to inform the treatment plan and on-going care (applies to both OTP and OBOT).
3. Physical examination (applies to OTP, not applicable for OBOT). Per 42 CFR Part 8, a fully documented physical evaluation by a program physician or a primary care physician, or an authorized healthcare professional under the supervision of a program physician is completed prior to admission. The full medical examination, including the results of serology and other tests, must be completed within 14 days following admission to an OTP.
4. Individualized, interdisciplinary treatment plan within 72 hours (applies to both OTP and OBOT). The plan must be patient-centered and developed in collaboration with the patient and include an appropriate regimen of methadone or buprenorphine at a dose established by a physician or licensed supervisee. The medication regime must be reviewed and modified as the participant becomes stable and throughout treatment.
5. Treatment plan reviewed/updated in collaboration with the individual as needed based on changes in functioning, or at a minimum of every 90 days (applies to both OPT and OBOT).
6. Discharge/transfer planning begins at admission (applies to both OPT and OBOT).
7. Referral and assistance as needed for the beneficiary to gain access to other needed Medicaid SUD or mental health services.

Staffing

Level 1 (opioid treatment services) outpatient settings include an array of licensed practitioners, unlicensed counselors, RNs/LPNs, as well as certified peers and behavioral health technicians operating within their scope of practice. QHP supervisors must be on site or available for phone consultation in a crisis 24/7 and supervise no more than 10 unlicensed staff. Peers may lead groups and meet with clients 1:1, but would bill peer support unless also meeting certification criteria for unlicensed counselors.

OTP

1. A designated medical director available on site or for consultation at all times the facility is open.
2. 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.

3. At least one RN on site during clinic hours serving no more than 15 patients.
4. Licensed practitioners and unlicensed counselors on site during clinic hours, with at least one staff per 15 patients.
5. One full-time employee (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.

OBOT

1. A 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.

ASAM Level 2.1 Intensive Outpatient Treatment

1. Intensive outpatient treatment is professionally directed assessment, diagnosis, treatment, and recovery services provided in an organized, non-residential treatment setting. Intensive outpatient services are organized activities which may be delivered in any appropriate community setting that meets State licensure. All outpatient SUD programs are licensed under State law. Mental Health Programs are required to meet state regulations.
2. These services include, but are not limited to individual, group, family counseling including psycho-education on recovery, as well as monitoring of drug use, medication management, medical, and psychiatric examinations, crisis intervention (CI) coverage, and orientation to community-based support groups. Intensive outpatient program services should include evidence-informed practices, such as cognitive behavioral therapy (CBT), motivational interviewing, and multidimensional family therapy.
3. These programs offer comprehensive, coordinated, and defined services that may vary in level of intensity but must be nine or more contact hours per week for adults, age 18 years and older, with a minimum of contact three days per week (not to exceed 20 hours per week). This level consists of a scheduled series of face-to-face sessions appropriate to the individual's treatment plan. These programs may be provided for persons at risk of being admitted to more intensive LOCs, such as residential, inpatient, or withdrawal management, or for continuing care for those who require a step-down following a more intensive LOC and require support to avoid relapse. Delaware-ASAM criteria are used to determine LOC.

Admission Guidelines ASAM Level 2.1

1. Acute intoxication and/or withdrawal potential: No signs or symptoms of withdrawal, or individual's withdrawal can be safely managed in an intensive outpatient setting.
2. Biomedical conditions and complications: None, or sufficiently stable to permit participation in outpatient treatment.
3. Emotional, behavioral, or cognitive conditions and complications: None to moderate. If present, client must be admitted to either a co-occurring disorder capable or co-occurring disorder enhanced program, depending on the client's level of function, stability, and degree of impairment. **Note:** As noted in the ASAM admission criteria, a Level 2.1 facility may be licensed as co-occurring capable or enhanced when the facility has that added capability.

4. Readiness to change: Participant requires structured therapy and a programmatic milieu to promote treatment progress and recovery because motivational interventions at another LOC have failed. Alternatively, the participant's perspective and lack of impulse control inhibit his or her ability to make behavioral changes without repeated, structured, and clinically directed motivational interventions. Such interventions are not feasible or are not likely to succeed in a Level 1 program. However, the client's willingness to participate in treatment and to explore his or her level of awareness and readiness to change suggest the treatment at Level 2.1 can be effective.
5. Relapse, continued use, or continued problem potential: Participant is experiencing an intensification of symptoms related to substance use, and their level of functioning is deteriorating despite modification of the treatment plan. Alternatively, there is a high likelihood of relapse or continued use or continued problems without close monitoring and support several times a week, as indicated by his or her lack of awareness of relapse triggers, difficulty in coping, or in postponing immediate gratification, or ambivalence toward treatment.
6. Recovery environment: Insufficiently supportive environment and participant lacks the resources or skills necessary to maintain an adequate level of functioning without services in intensive outpatient treatment. Alternatively, the client lacks social contacts, has unsupportive social contacts that jeopardize recovery, or has few friends or peers who do not use alcohol or other drugs.

Screening/Assessment/Treatment Plan Review

1. For individuals new to the program, a comprehensive bio-psychosocial assessment per Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards) completed within 72 hours of admission, which substantiates appropriate patient placement. Assessment must be reviewed and signed by a qualified professional. This typically occurs with a diagnostic assessment to confirm the SUD diagnosis and determine the appropriate LOC and a comprehensive bio-psychosocial assessment to inform the treatment plan and on-going care.
2. Physical examination by a qualified medical professional within a reasonable time, as determined by the client's medical condition not to exceed within 90 days prior to admission or documentation of good faith effort in referring the client for a physical and/or efforts made to obtain documentation of a physical.
3. Individualized, interdisciplinary treatment plan per Title 16 Delaware Administrative Code 6001 (Substance Abuse Facility Licensing Standards), completed within 72 hours of admission. This plan should be developed in collaboration with the individual.
4. Treatment plan reviewed/updated in collaboration with the individual as needed based on changes in functioning, or at a minimum of every 30 days.
5. Discharge/transfer planning begins at admission.
6. Referral and assistance as needed for the beneficiary to gain access to other needed Medicaid SUD or mental health services.

Staffing

1. Level 2.1 outpatient settings include an array of licensed practitioners, unlicensed counselors, as well as certified peers, and credentialed behavioral health technicians operating within their scope of practice.
2. Caseload size is based on needs of individuals actively engaged in services to ensure effective, individualized treatment and rehabilitation but should not exceed 35 active individuals for each licensed practitioner or unlicensed counselor. For this standard, active is defined as being treated at least every 90 days.
3. Counseling groups should not exceed 15 individuals (assumed average of 9); educational group size is not restricted.
4. 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.
5. QHP supervisors must be on site at least 10 hours per week during hours of operation, be available for phone consultation at all times, and supervise no more than 10 staff.
6. Addiction-credentialed physicians are part of the interdisciplinary team and must be on site at least 10 hours per week during hours of operation and be available for phone consultation at all times.

VI **Core Services – (NOTE – all items below are applicable for Level 1 OP services; for OTP services, only items 1-8 apply). Core Services are to be provided directly by the applicant agency:**

1. Telephone and Walk-In Information - a system to respond professionally and courteously to questions from callers on the telephone and persons who walk into the program seeking either general information about mental health and/or substance abuse or specific information about services at the site.
2. Screening and Assessment – ready and immediate access to professional clinical staff to help applicants connect with appropriate services that meet their individual needs, make them feel welcome and comfortable at the program, screen and assess their individual needs for behavioral health treatment, determine the appropriate level of care, and identify and obtain authorization for treatment from the appropriate payer source. The applicant must state which screening and assessment tools will be used as a part of these processes and must use the ASAM Patient Placement Criteria.
3. Counseling and Therapy- The program must provide a well-structured, professionally supervised and delivered regimen of evidence-based individual, group and family counseling services. Applicants must use state-of-art, evidence-based counseling and therapeutic methodologies. Applicants must describe in some detail the practices to be used, the credentials and experience of specific staff in these practices and the nature of the applicants' clinical supervision program in implementing, monitoring, and mentoring the effective use of these practices.
4. Suboxone Medication Assisted Treatment - The applicant must provide a protocol that defines eligibility for this service including admission criteria, medical screening, monitoring

and support services, provision of medications, integration with outpatient treatment services, the use of compliance monitoring (e.g., urine screens, breathalyzer) as a part of the maintenance protocol Buprenorphine compounds will be provided to the program from the DSAMH Pharmacy for the uninsured.

5. Entitlements and Insurance - The applicant will assist consumers in accessing all applicable entitlements, scholarships, available insurance through the ACA exchanges and other supports to defray the cost of outpatient services and medications and to promote recovery and independent living. DSAMH will be the payer of last resort.
6. Fees – It is a State policy that clients should pay all or part of the costs of services received if they are financially able to do so. The contractor is expected to assess the individual’s ability to pay fees, and then they must collect fees and modify payments based on an approved sliding fee scale.
7. Urinalysis – the provider will run a closely monitored system for conducting urine testing on a random basis as clinically indicated. Collections of all samples must be observed. Applicants must describe the frequency of collections, the procedures for randomization and observation, the name of the laboratory that will conduct the testing, and how the results will be used by the program. Criminal justice referred clients may have more stringent urinalysis requirements.
8. Non-Discriminatory Programs – All services will be provided to all individuals, based on their needs, and regardless of their background and without bias.
9. Hours of Operation – at a minimum, the program must provide its services during “normal working hours.” However, the program must also be responsive to the needs of the community it serves and shall develop some degree of “operational flexibility” to meet these needs (e.g. extended hours for COD groups to accommodate individuals who work during the day, etc.).
10. Site Based Crisis Intervention Services – the capacity to provide behavioral health crisis intervention services on site during the hours of clinic operations. Crisis counselors will respond to individuals by phone or face to face. The goal of these services, in addition to ameliorating the crisis, is to ensure that individuals in crisis can receive the services they need in the most appropriate setting, and in a timely manner.
11. Integrated Co-Occurring Services - The program must routinely accept and provide treatment to individuals who have both a mental condition and an addictive disorder. In The ASAM Criteria (3rd addition, 2013, page 25), a distinction is made between “moderate severity and high severity” conditions. The applicant must discuss the services and supports to either the full range of behavioral health diagnoses including those classified as “moderate severity” and “high severity” or a more limited range of conditions. If the latter is chosen, the applicant must discuss how individuals who present with “high severity” conditions will be supported, treated and if needed, referred to other, more appropriate providers. The applicant

must implement an evidence based approach to treating individuals with co-occurring disorders. The applicant should include information about how this approach will be operationalized, monitored and maintained, and how outcomes will be assessed.

12. Psychiatrist – the program will provide psychiatric services as well as related psychiatric medications to its clientele. Standards of access will be developed by the provider and must assure rapid access for emergency assessment as well as on-going and routine psychiatric services. Psychiatric and addiction treatment medications (e.g. ., Suboxone and Vivitrol) will be provided to the program from the DSAMH Pharmacy for uninsured clients. The costs for these medications are not to be reflected in the applicant’s budget as these are covered directly by DSAHM. The applicant will be expected to provide medications in accordance with the regulations of the Delaware Board of Pharmacy, and where appropriate, with the policies of the DSAMH managed Pharmacy. The successful applicant(s) will be required to participate on the DSAMH Pharmacy and Therapeutics (P&T) Committee.
13. Gambling – screen, assess, counsel and refer clients with gambling problems. Programs must include gambling problems in the screening and assessment process, and ensure that clients identified as problem gamblers receive gambling specific counseling. The program must ensure the monitoring of this process and be able to provide client specific data on individuals identified as having a gambling problem/addiction.
14. Court Responsibilities – The program is responsible for providing an appropriate staff member, i.e. a psychiatrist, to attend all Civil Commitment Status hearings for individuals to whom they are providing psychiatric services. These periodic hearings ordered by a judge vary with the acuity and compliance of the individuals being served.
15. General Medical Services – Coordination of medical and psychiatric services with local primary care providers will be required to support improved access to medical care for clients with identified health conditions. It is expected that the provider will more closely **integrate** and coordinate general medical care for those individuals receiving general medical care through a Federally Qualified Health Center will
16. Family Sessions – The program should provide regularly scheduled opportunities for: (a) family members to meet either with the client’s counselor with or without the client being present; or, (b) family members to attend group educational or counseling sessions with a number of families in attendance – these sessions may or may not include clients, depending on the design and purpose of the sessions.
17. Criminal Justice Liaison – designate a single point of contact or spell out a clearly defined system for contacts with the criminal justice system and TASC officials regarding clients or potential client referrals. This includes routine communication with Community Corrections to insure smooth and appropriate referrals. The program must identify a clear and simple process for two-way communication to provide information on client progress or lack thereof to the appropriate criminal justice system officials, and to ensure that reports required by drug courts, probation, TASC or other criminal justice system officials are completed and

delivered on time. The process must include a procedure for immediate notification about clients who drop out of treatment before completion. It is the responsibility of the program to obtain signed consent forms from criminal justice referred clients allowing the program to disclose appropriate, required information to criminal justice system officials in accordance with federal confidentiality regulations.

18. Peer Specialists and Recovery Coaches - The proposed program model will be expected to hire Peer Support Specialists (PSSMH) and Peer Recovery Coaches (SUDRC) throughout implementation and in operations, going forward. Peer Service Certification processes for both PSS and RC are in process, under the umbrella of the Delaware Certification Board. We anticipate that both of these certification programs will be underway by August of 2014.
19. Programs will be required to provide treatment to clients referred by the Treatment Access Center (TASC). Most TASC clients will be sentenced to treatment by one of the Delaware Drug Courts. Therefore, programs will be required to: (a) schedule a Screening/Assessment appointment for TASC clients within 72 hours of referral; (b) closely monitor treatment compliance and progress, and submit written progress reports to TASC on a monthly basis; (c) notify TASC immediately if a client drops out of treatment before completion.

It is expected that TASC clients will receive all the Core Services and Associated Supports that other clients receive. In addition, the program will be required to conduct random, observed urine testing at the frequency required by TASC or the drug court. A laboratory approved by TASC must test TASC client's urine, and the program must follow TASC procedures for handling and processing urine samples.

VII. Associated Supports- all program levels (to be provided directly by the applicant agency or pursuant to formal agreements with other organizations):

1. Self Help and Support Meetings – strongly recommend that clients attend self-help meetings (e.g., Alcoholics Anonymous, Narcotics Anonymous) and support meetings (e.g., NAMI-DE, New Directions, Mental Health Association in Delaware, etc.).
2. Other Languages – hire staff or make arrangements to obtain interpreters for clients who speak languages other than English.
3. Deaf and Hearing Impaired – hire staff or make arrangements to obtain appropriate interpreters for clients who are deaf and other assistive technology for clients with hearing impairments.

VIII. Funding and Program Capacity

DSAMH will enter into a Fee for Service contract with the successful applicant(s) to provide the range of services stipulated in this RFP and will provide payment only for uninsured individuals.

It is expected that the services obtained as a result of this RFP will increase throughout the course of the project. Services will be provided and billed in accordance with the Delaware Adult Behavioral Health State Plan Service Certification and Reimbursement Manual. A copy will be distributed at the pre-bid meeting and will be posted on the DSAMH website. For the remainder of calendar year 2014, DSAMH will be providing prior authorizations for MCO enrolled beneficiaries who have exceeded their behavioral health benefit.

The contract term is **five (5) years**. Funding will be added to the contract at the beginning of the each state fiscal year, as long as sufficient funding is available and the contractor's performance is satisfactory, consistently meets performance targets, and continues to meet the service system design needs of the DSAMH.

IX. Quality Improvement

All proposals shall include a suggested method for identifying, evaluating and correcting deficiencies in the quality, quantity, effectiveness and failures of services provided under any resulting contract arising out of this RFP. Responsive proposals shall include a specific section entitled "Quality Improvement" which shall include the proposed method by which the provider will identify core performance measures for each service, collect data on their performance monthly and explain how they will report that data quarterly to DSAMH. These service specific performance measures must be objective and measurable so as to allow DSAMH to be able audit patient charts, employee credentials and licensure, staffing compliment information, staffing attendance information and other proposed measures essential to a comprehensive and sustainable capability to review the performance of the selected vendor and the overall adequacy of services being provided to patients in the target population.

The requirement contained in this paragraph is an essential and material term of any proposal and the failure to include a "Quality Improvement" section containing the above minimum performance measurements shall be grounds to deem such proposals non-responsive. Vendors selected for contract negotiations should be aware that DHSS intends to include a robust "Quality Improvement" methodology into any contract resulting from this RFP. DHSS reserves the right to accept or reject, in whole or in part, or negotiate any portion of the proposal's "Quality Improvement" section during the negotiation phase of this matter. DHSS also reserves the right to attach financial incentives for compliance and financial penalties for non-compliance with the terms and requirements of the "Quality Improvement" section of any contract arising out of this RFP.

X. Record Keeping Requirements:

The contractor shall provide monthly statistical reports, as defined by DSAMH, to monitor program activities, client demographics, program performance and outcomes.

The contractor will be required to submit Consumer Reporting Forms (CRF) on all uninsured individuals served on admission and discharge.

XI. Pharmacy:

Contractor will be required to be in compliance with Board of Pharmacy regulations for maintaining, administering and storing medications on site.

Behavioral health medications for the uninsured will be obtained through the DSAMH Pharmacy.

Level 1 OP Contractor will be required to participate in the DSAMH Pharmacy and Therapeutics Committee (P&T)

XII. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

The contract term is **five (5) years** based on funding availability and contractor performance

B. Subcontractors

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

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. Termination Conditions

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

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

The Contract may be terminated in whole or part:

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

F. Contractor Monitoring/Evaluation

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

G. Payment:

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

H. W-9 Information Submission

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

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

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

I. State of Delaware Required Reporting

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

A Usage Report (Attachment 1) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to dsamhbussinessoperations@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.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year.
Contract spend

J. Data Submission

Effective 7/1/2012 all providers submitting electronic data will be 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. Contact the DSAMH Management Information Systems (MIS) unit for information on creating an account and any other questions or concerns about data reporting requirements.

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

To accomplish this several authorization forms need to be completed and returned to the DSAMH MIS unit. 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.

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

DSAMH is in the process of requirements definition for a future EHR/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 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.

XIII. TECHNICAL PROPOSAL REQUIREMENTS:

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.

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

A. Bidder's Signature Form

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

B. Title Page

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

C. Table of Contents

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

D. Confidential Information

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

E. Qualifications and Experience

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

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

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

F. Bidder References

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

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. 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

G. Proposed Methodology and Work Plan

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

Program Description

Applicant must identify the array of services being proposed.

- ASAM Level I Outpatient Services and ASAM Level 1 OBOT
- ASAM Level 1 Outpatient Services and ASAM Level 2.1 Services, and OBOT Services
- ASAM Level 1, ASAM Level 2.1 and ASAM Level 1 OTP services

- ASAM Level 1 OTP Services

Program Abstract

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

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

Scope of Services:

Applicant proposals must clearly describe how the organization will provide the core services in Section VI of this RFP.

Capacity/Location

Applicants must identify the site in Delaware and the specific building(s) where they propose to operate the Comprehensive Outpatient Behavioral Health Treatment Program.

The applicant must also specify: (a) the number of clients who will be served at one time (program static capacity); and, (b) the number of clients that are expected to be served during one year (program dynamic capacity).

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, with prior approval, 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..)
- e) Agreement to work in conjunction with DSAMH to notify elected officials, civic and neighborhood associations to assure acceptance and support of the community.

Language Accessibility:

The provider must demonstrate that they have access to the requisite language resources for individuals assigned to their program who do not speak English.

H. Staffing:

Applicants must present an organizational chart depicting where the Comprehensive Outpatient Behavioral Health Treatment program fits in the overall organizational/agency structure, and a separate organizational chart for the Comprehensive Outpatient Behavioral Health Treatment Program itself

Applicants must present a complete staffing pattern with job descriptions for key positions. 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. Job Descriptions must contain the educational and work experience and any credentials that will be required for each position. Applicants must assure that the proposed job descriptions include competencies to deliver the services described above in this RFP.

1. 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.

2. 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.

3. Staff Training/Orientation and Development

A staff training and/or orientation plan to the applicant organization for applicable to all staff who will be assigned to the program must be presented.

The Department reserves the right to require training. DSAMH will identify all relevant and mandatory training during negotiations with the successful bidder.

I. 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.

J. Required Reporting

Applicant must indicate its ability to comply with reporting requirements. These include, but are not limited to:

- Monthly Consumer Reporting Forms (CRF) to the DSAMH MIS Office within the stipulated timeframes on all individuals receiving services.
- Statistical data as requested
- Monthly expenditure and revenue data utilizing a prescribed format.
- annual independent audit as outlined in the awarded contract

DSAMH is in the process of requirements definition for a future EHR/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 HL7 interface between the Core module to be developed for DSAMH and bidder's software. 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.

K. 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.

L. 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)

M. 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 & 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.

XIV. BUSINESS PROPOSAL REQUIREMENTS

The proposed annual operating budget is to capture the requirements of the successful vendor in meeting the service requirements of the program. The sample line item budget to be submitted as part of this RFP is to reflect the proposed operational costs of providing these services and will not be the basis of reimbursement in the awarded contract. The electronic version will also be published on the website as part of the question and answers addendum.

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.

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

Applicant will demonstrate corporate capability:

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

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

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

XV. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

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

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

Ten (10) printed and bound copies that clearly indicate that they are in response to RFP HSS-14-005

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

The responses to this RFP shall be submitted to:

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

B. Closing Date

All responses must be received no later than **11:00 a.m., September 05, 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 in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

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

D. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 30, 2019**. The State of Delaware reserves the right to ask for an extension of time if needed.

E. Acknowledgement of Understanding of Terms

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

F. Realistic Proposals

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

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

G. Non-Conforming Proposals

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

H. Notification of Acceptance

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

I. Questions

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

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

Deadline for submission of all questions is **Wednesday, August 6, 2014**. Responses will be posted to the bids website <http://bids.delaware.gov> no later than **Tuesday, August 12, 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. 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.

O. 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

P. 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.

Q. Proposal and Final Contract

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

All terms, and conditions contained in the proposal will remain fixed and valid for 5 year(s) after proposal due date.

R. Cost of Proposal Preparation

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

S. Proposed Timetable

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

<u>Activity</u>	<u>Date</u>
RFP Advertisement	07/16/2014
Pre-bid Meeting	07/30/2014
Questions Due	08/06/2014
Answers to Questions	08/12/2014
Bid Opening	09/05/2014
Selection Process Begins	09/08/2014
Vendor Selection (tentative)	09/18/2014
Project Begins	10/01/2014

T. 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.

XVI. 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

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions	Pass/Fail
CD's properly submitted	
Hard Copies Properly Submitted	
Forms properly submitted	
Applicant's Experience and Expertise	25
Proposed Program Design	25
Co-Occurring Enhanced Program proposed	10
Capacity to meet requirements	20
<u>Budget</u>	<u>20</u>
Total	100

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

D. Consultants and Legal Counsel

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

E. Exclusions

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

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

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a

lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

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

Has violated contract provisions such as:

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

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

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

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

F. State's Right to Award Multiple Source Contracting

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

G. Project Costs and Proposed Scope of Service

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

APPENDIX A:
BUSINESS PROPOSAL

Line item operating budget format will be made available on the www.bids.delaware.gov website.

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: _____

Definitions

The following definitions are from the State Office of Supplier Diversity

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

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

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

Definitions

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

Michelle Morin

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086

APPENDIX 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/ <u>Approved By</u>

(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**

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

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), 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 Appendix A- Divisional Requirements
- 4) 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

2. *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.
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees, and 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:

Signature

Name (please print)

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

[Division Director Name Here]

Date

Attachment 1

Monthly Usage Report

State of Delaware

Monthly Usage Report

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

State of Delaware Subcontracting (2nd tier) Quarterly Report

Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Prime Contract or Name*	Prime Contract or TaxID*	Contract Name/Number*	Prime Contact Name*	Prime Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid