



DELAWARE HEALTH  
AND SOCIAL SERVICES

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

**REQUEST FOR PROPOSAL NO. HSS-14-030**

**FOR**

**ADULT SUBSTANCE USE DISORDER (SUD) TRANSITIONAL HOUSING  
SERVICES**

**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: November 13, 2014  
11:00 A.M. LOCAL TIME**

A pre-bid meeting will be held on **October 9, 2014 at 10:00 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-14-030

### **Sealed Proposals for Adult SUD Transitional Housing 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., November 13, 2014**. At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **October 9, 2014 at 10:00 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](mailto:Kieran.mohammed@state.de.us)  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2<sup>ND</sup> FLOOR –ROOM #257  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

## **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  
ADULT SUD TRANSITIONAL HOUSING 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 Adult SUD Transitional Housing 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 **Thursday, October 9, 2014 at 10:00 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](mailto: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 **Thursday, October 16, 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  
ADULT SUD TRANSITIONAL HOUSING SERVICES  
FOR**

**DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

**I. INTRODUCTION**

**A. Background**

Delaware Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) is seeking proposals from qualified health and social service agencies to operate Substance Use Disorder (SUD) Transitional Housing Services for adult residents of Delaware. Continuity of Care among American Society of Addiction Medicine (ASAM) levels of care is critical for individuals seeking recovery from addiction. While the use of wait lists for admission to treatment programs, particularly residential treatment programs is a barrier to treatment, they are likely to occur from time to time depending on demand. A well run and supported Transitional housing program can provide the ongoing supports and access to treatment necessary for individuals seeking recovery.

DSAMH will fund contract for one (1) transitional housing component in FY15 and for a second in FY16 to promote stabilization and placement in continuing substance abuse treatment immediately upon completion of detox or other residential treatment and until placement in suitable housing or continuing stay residential programs is secured

**B. Project Overview**

Evidence and experience indicates that the population to be served will have better outcomes in SUD treatment when an inclusive continuum of care is provided. This includes an intensive level of care to achieve stabilization and supported transition to less intensive levels of care.

Access and referral to follow-up treatment which supports recovery from substance use disorders will assist with successful community transitions

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

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

One of the greatest challenges in the treatment of substance using individuals is recycling through treatment services. This group consists of individuals who cannot accept or maintain continuous treatment. Successful Withdrawal management programs and programs providing need continuity of care and continued stay in treatment have positively affected the lives of individuals receiving these services as well as the communities in which they are located by reducing visits to hospital Emergency Departments, lightening the load on the criminal justice, and by positively impacting the “revolving door” of health care services that are so costly to maintain. The goal of this program is to provide safe, secure Transitional Housing with support services for adults who are awaiting inpatient variable stay treatment or community housing options.

The programs will each have static capacity of up to 16 persons, each of whom will meet one of the following criteria for admission:

- Successful completion of detoxification
- Awaiting admission to a residential treatment program
- Recently successful discharge from an SUD residential program AND enrollment in an outpatient treatment program with housing plans that will be implemented within 4 weeks
- Active participation in an outpatient treatment program including Medication Assisted Treatment Maintenance and in need of a safe and drug free place to live while seeking alternative safe and suitable housing – time limited.

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

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

DSAMH and its providers are responsible for developing and providing a person-centered, recovery-oriented system of care for the consumers we serve. Services provided are expected to be trauma-informed and equipped to working with consumers with co-occurring disorders, including those with histories of trauma. These fundamental principles are inherent and expected in each scope of service. Every aspect of working with consumers, including the role of peers, case management, etc. must be sensitive to these core principles.

Contract monitoring and DSAMH's quality assurance activities will be geared toward assuring these core principles are in place. It is DSAMH's intentions to design (when not present) and institute performance based contracts operationalizing these and other principles.

The program should adhere to the standards set forth in the National Association of Recovery Residences (NARR): Standards for Recovery Residences. Version 1.0 2011 Level III.

Please use the link to the NARR website and the direct link to the "Standard for Recovery Residences" link.

<http://narronline.org/>

<http://narronline.org/wp-content/uploads/2013/09/NARR-Standards-20110920.pdf>

### **C. Funding and Program Capacity**

DSAMH will enter into a cost reimbursement based contract with the successful applicant(s) as well as develop Performance incentives/penalties.

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

There must be 16 beds serving both male and female consumers. It is DSAMH's intent to immediately contract for one (1) program in FY15 and for a second program to be opened in FY16.

The successful bidder must have the capacity to provide case management services to assist with benefits enrollment, assist all clients requiring housing stabilization, and will provide seamless referral to other SA or MH community services.

The program will be required to obtain prior admission approval from DSAMH's Eligibility and Enrollment Unit (EEU) for all referrals.

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

## **II. TARGET POPULATION**

The target population for this RFP is adult (18 years of age and over) residents of Delaware

## **III. Applicant Organization Eligibility**

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.

Applications for this RFP will be accepted from any non-profit, for profit or faith based organizations whose hiring and operational practices comply with all federal and State of Delaware laws and regulations. The organization will be required to provide evidence that both the applicant organization and the lead management staff proposed for the program have the knowledge and experience, as well as the depth of staffing, to provide the required services.

## **IV. PROGRAM DESIGN/EXPECTED OUTCOMES**

The transitional residence will provide the following services for all residents:

- Safe, secure, drug and alcohol free living environment, maintained as described above.
- Twenty-four hour staffing by persons who have been screened prior to hiring and who have completed training in CPR, First Aid, Fire Safety, Safe Food Handling, PM 46, Infection Control, Exposure Control, Confidentiality, Age and Cultural Competencies, De-escalation Techniques, and other specific training designed to help them gain understanding of the needs of the persons to be served in the program.
- Staff supervision will be provided by a person with at least a Certified Alcohol & Drug Certification (CADC) or a person with a Master's degree, who has experience in providing addictions treatment and is pursuing the CADC.
- Three meals and two snacks per day, prepared using a menu that has been developed by a dietician.
- A physically safe environment that meets all Life Safety Code requirements Regular fire and other disaster drills, require by the terms of the contract, as well as by the

requirements of external accrediting bodies including JCAHO and CARF, will be conducted and documented.

- Care management services will be provided to assist persons served to enroll in on going alcohol/drug treatment at the level of care needed (defined by ASAM Patient Placement Criteria); to obtain primary medical care, including infectious disease screening; to apply for and obtain all relevant entitlements, including Medicaid as eligible; assure that residents attend scheduled treatment and other appointments; find and transition to safe housing.
- Monitor of visitors and any items that are brought into the house by any visitors
- Development of behavioral criteria and levels of freedom based on those criteria, which will determine the times, conditions and requirements under which residents may leave the house. These procedures will articulate the requirements for accompaniment as well as the activities to take place upon return (e.g. monitoring for AOD use). A handbook describing the rules, regulations and expectations of the program will be provided to each resident on admission. The handbook delineates the times, conditions and requirements under which residents at each phase in the program can leave the house.
- The staff of the transitional residence will provide supports, when needed for residents seeking attendance at recovery support meetings such as NA, AA and other support services. Reading material from the 12-Step programs will be available in the house at all times. Program staff will also arrange for program residents who are engaged in outpatient treatment to attend 12-Step meetings in the community, with escorts as needed.
- The staff will provide in-house and group recreational and social activities for the residents as appropriate to each resident's stage of recovery. Staff will have access to a vehicle for use in transporting residents to activities, community meetings, medical and treatment appointments as needed.
- The case management and residential staff will work in conjunction with treatment providers and residents to establish family contact as desired by the residents. The manner in which family contact is re-established will be determined by individual needs and preferences, and the stage of recovery of each individual resident.
- DSAMH Consumer Reporting Forms will be completed in a timely manner for all residents at both admissions and discharge.

- The Transitional Housing will maintain regular connections with DSAMH community licensed outpatient, residential and detoxification service providers in order to assist residents to meet their treatment needs and goals.
- The program will develop and maintain of primary medical, pharmaceutical, laboratory and other health care qualified services agreements.
- Staff of the residence is required to be certified in Assistance with Self Administration of Medication by a registered nurse who is certified as a trainer by the Delaware Board of Nursing.
  - Services must actively facilitate enrollment of clients in Medicaid (if eligible) or commercial health insurance as immediately as possible, and as law requires they do.
  - All services must ensure a tobacco-free environment within the bounds of their property for all staff, visitors and clients.
  - On-site and/or on call doctor and nursing coverage is required 24/7 as needed.
  - Nicotine replacement therapy (e.g., patch) is available for all who request it.
  - Clients must be medically stable at intake. Physical health screening for the need for a medical assessment, when not provided by the referring agency, shall be conducted within 72 hours of intake.
  - The program will implement a care management component that assists individuals connecting to needed community based clinical services and supports.

Patients are treated with due consideration for individual background, language requirements, sexual orientation, disability status, vulnerabilities and strengths.

### **Care Coordination:**

#### **A. Alcohol and Drug Assessment and Referral**

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

This service also includes referral and assistance as needed for the consumer to gain access to needed behavioral health services. Referral arrangements may include:

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

## **B. Staffing**

All staff will be pre-screened before hire. This screening will include a drug/alcohol test, a service letter, and a check of both the adult and child abuse registries.

Twenty-four hour staffing by persons who have been screened prior to hiring and who have completed training in CPR, First Aid, Fire Safety, Safe Food Handling, PM 46, Infection Control, Exposure Control, Confidentiality, De-escalation Techniques, and other specific training designed to help them gain understanding of the needs of the persons to be served in the program. Staff supervision will be provided by a person with at least a CADC or a person with a Master's degree, who has experience in providing addictions treatment and is pursuing the CADC.

Certified recovery coaches will be utilized as Care Manager must be at least 18 years old, and have high school diplomas or equivalent. Additionally, the provider must be at least three years older than a consumer under the age of 18 to whom the recovery coach is providing services. Recovery coaches must be certified in the State of Delaware to provide services when that certification is available. The certification includes criminal, abuse/neglect registry and professional background checks, and completion of a State-approved standardized basic training program. Recovery coaches must self-identify as a present or former primary beneficiary of SUD services.

## **C. Care Management Services**

This program includes the development of a transitional care management plan, referral, and assistance as needed for the consumer to gain access to needed SUD or mental health services.

The activities included in the program must be intended to achieve identified transitional care coordination goals and objectives. The transitional plan should be developed in a person-centered manner with the active participation of the consumer, family, and providers and be based on the beneficiary's condition and the standards of practice for the provision of rehabilitative services. The transitional plan should identify the medical or



remedial services intended to reduce the identified condition as well as the anticipated outcomes of the individual.

The following SERVICES must be provided:

1. Urine drug screens are required upon admission and as directed by the treatment plan
2. A nursing assessment at admission, including an addiction-focused history and addiction severity index (ASI) or other approved instrument, to provide a clear understanding of the individual's present status. If self-administered withdrawal management medications are to be used, a physical examination by a physician, physician assistant, or nurse practitioner should be made at time of admission.
3. A bio-psychosocial assessment must be completed or provided by the referring program/agency.
4. Initial individualized Transitional Treatment Plan should be developed. This plan should be developed in collaboration with the individual.
5. Referral and assistance as needed to gain access to other needed SUD or mental health services.
6. Physician orders are required for medical and psychiatric management as needed.
7. The Provider will assist individuals in gaining entitlements and any other services needed to increase community tenure.

## **V. Quality Improvement**

All proposals shall include a formal plan for identifying, evaluating and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. Responsive proposals shall include a specific section entitled "Quality Improvement" which shall include proposed contractor "performance targets; how these will be evaluated, tracked and reported; and include an understanding that DSAMH will be involved in setting up these performance targets. All proposals will need to include the proposed method by which Contractor shall routinely perform QI processes including the audit of patient charts, employee credentials and licensure, staffing compliment information, staffing attendance information and other proposed indicators essential to a comprehensive and sustainable capability to review the performance of the selected vendor and the overall adequacy of services being provided to patients in the target population. The requirement contained in this paragraph is an essential and material term of any proposal. The failure to include a "quality Improvement" section containing the above minimum core requirements shall be grounds to deem such proposals non-responsive. Vendors selected for contract negotiations should be aware that DHSS intends to include a robust "Quality Improvement" methodology into any contact resulting from this RFP. DHSS reserves the right to accept or reject, in whole or in part, or to negotiate any port of the proposal's "Quality Improvement" section during the negotiation phase of this matter. DHSS also reserves the right

to attach financial incentives for compliance and financial penalties for non-compliance with the terms and requirements of the “Quality Improvement” section of any contract arising out of this RFP.

## **VI. 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.

## **VII. SPECIAL TERMS AND CONDITIONS**

### **A. Length of Contract**

The contract(s) initial term is **one year, renewable up to four (4) additional 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 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to [dsamhbussinessoperations@state.de.us](mailto: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 2<sup>nd</sup> 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](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (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](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.

## **VII. 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

1. Program Abstract – Describe the Adult Transitional Housing. Describe the resources, infrastructure and experienced staff that are in place or will be put in place to support implementation.

Applicants must describe how they will implement some of these widely accepted techniques and practices, including:



- a. Consistently offering hope and the expectation of recovery to all patients.
- b. Emphasizing that detoxification is only the first step in the process of treatment and recovery.
- c. Using Peer Recovery Coaches to intervene with clients who wish to leave early.
- d. Offering on-site and off-site 12 step groups.

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

- Stage of Change principles with the goal of moving the client along the continuum to the next level of change (see TIP 45, p. 35).
  - Motivational interviewing as described by Miller and Rollnick, and others (see TIP 45, p. 34).
  - Motivational incentives to reward: (a) patients for achieving the short term goals of successful engagement with the next level of care; (b) staff for successful achievement of performance targets related to linkage and engagement with substance abuse treatment .
2. Geographic Area: Applicant must identify the proposed location of the program(s) and assure their ability to provide Transitional Housing for clients referred from any of three Delaware Counties.

3. Scope of Services:

This section must describe in detail how the program will be operated as a safe, secure and drug free residence in the following ways:

- It will be staffed 24-hours per day, 7-days per week by persons who have been trained in addictions and have experience working with people who have alcohol and other drug problems;
- It will be equipped with life safety devices to include sprinklers, hard wired heat and smoke detectors, ADA compliant fire alarms with horns and strobes, a central calling station that transmits data directly to a safety monitoring company, fire extinguishers, and an approved fire escape. The Fire Marshall will inspect the house for code compliance as required by the City.
- Appropriate security devices will be employed to ensure the safety of all residents.
- A system will ensure that new residents do not leave the house unaccompanied. Specific behavioral criteria will be developed and security levels assigned to each resident based on the criteria.
- There will be no smoking inside the house
- There will be no visitors allowed beyond the common areas of the house.

- Breathalyzer, urine drug screens, and other assessments will be conducted randomly and in accordance with established criteria (e.g., a UDS and Breathalyzer will be requested for any resident who is returning from an outside pass).
- All staff will be pre-screened before hire. This screening will include a drug/alcohol test, a service letter, and a check of both the adult and child abuse registries.
- The applicant must describe the implementation of the standards set forth in the National Association of Recovery Residences Standards for Recovery Residences, Version 1.0 September 2011.
- DSAMH expects immediate placement in ongoing community based services at the conclusion of the program.
- Applicants should discuss the specific strategies they will employ to address any barriers for continued treatment especially in those instances where long term residential substance abuse treatment services which may not be immediately available on the day of discharge.
- The provider will be required to provide case management and Peer Recovery Supports. The role of the case manager will be to work with clients to resolve those barriers and issues that have contributed to the need for withdrawal management episodes.

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

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

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

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

- Continued length of abstinence from substances

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

The case management and Recovery support components must provide telephone support and engagement to those seeking treatment and those discharged from treatment.

The proposal must contain sufficient specificity and detail to allow the reviewers to determine the services to be provided to the clients in component of the Transitional Housing program.

## **H. Staffing:**

Applicants must present an organizational chart depicting where the Adult SUD Transitional Housing Services program fits in the overall organizational/agency structure, and a separate organizational chart for the Adult SUD Transitional Housing Services 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.

All staff will be pre-screened before hire. This screening will include a drug/alcohol test, a service letter, and a check of both the adult and child abuse registries.

Twenty-four hour staffing by persons who have been screened prior to hiring and who have completed training in CPR, First Aid, Fire Safety, Safe Food Handling, PM 46,

Infection Control, Exposure Control, Confidentiality, Age and Cultural Competencies, De-escalation Techniques, and other specific training designed to help them gain understanding of the needs of the persons to be served in the program. Staff supervision will be provided by a person with at least a CADC or a person with a Master's degree, who has experience in providing addictions treatment and is pursuing the CADC.

Certified recovery coaches will be utilized as Care Manager must be at least 18 years old, and has a high school diploma or equivalent. Additionally, the provider must be at least three years older than a consumer under the age of 18 to whom the recovery coach is providing services. Recovery coaches must be certified in the State of Delaware to provide services when that certification is available. The certification includes criminal, abuse/neglect registry and professional background checks, and completion of a State-approved standardized basic training program. Recovery coaches must self-identify as a present or former primary beneficiary of SUD services. National Board Certification of Peers is not available in Delaware. Certification will be required WHEN available.

#### 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. 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.

## **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.

### **VIII. 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.

## **IX. 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-14-030**

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., November 13, 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, 2015**. 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:

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

Deadline for submission of all questions is **Thursday, October 16, 2014**. Responses will be posted to the bids website <http://bids.delaware.gov> no later than **Thursday, October 23, 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:

<i><b>Activity</b></i>	<i><b>Date</b></i>
RFP Advertisement	09/25/2014
Pre-bid Meeting	10/09/2014
Questions Due	10/16/2014
Answers to Questions	10/23/2014
Bid Opening	11/13/2014
Selection Process Begins	11/14/2014
Vendor Selection (tentative)	11/21/2014
Project Begins	12/01/2014

#### **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.

## **X. SELECTION PROCESS**

### **A. Basis of Award**

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

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

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

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

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

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

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

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

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact,

in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

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

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

## **B. Proposal Evaluation Team**

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

### **1. Proposal Clarification**

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

### **2. References**

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

### **3. Oral Presentations**

Selected Vendors may be invited to make oral presentations to the Proposal Evaluation Team. The Vendor representative(s) attending the oral presentation shall

be technically qualified to respond to questions related to the proposed system and its components.

All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for DSAMH are the Vendor's responsibility.

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

### **C. Proposal Evaluation Criteria**

<b>Category</b>	<b>Weight</b>
Meets mandatory RFP provisions	Pass/Fail
CD's properly submitted	
Hard Copies Properly Submitted	
Forms properly submitted	
Applicant's Experience and Expertise	20
Proposed Program Design	40
Capacity to meet requirements	30
Budget	10
Total	100

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

### **D. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact 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](http://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:

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**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.

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Date

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Signature & Title of Official Representative

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Type Name of Official Representative



## **APPENDIX D**

### ***STATEMENTS OF COMPLIANCE FORM***



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

### **STATEMENTS OF COMPLIANCE FORM**

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

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

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

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

**APPENDIX E**

**FINANCIAL PRACTICES SELF REPORT**

CONTRACT AGENCY: \_\_\_\_\_

**DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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

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

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

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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. \_\_\_\_\_

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- b. \_\_\_\_\_

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- c. \_\_\_\_\_

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- d. \_\_\_\_\_

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8. What are your procedures for purchasing?

a) Solicitation and bids for service

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b) Receipt and inspection of goods (Summarize)

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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: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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10. Petty cash procedures:

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

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

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

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- d. What are the limits on individual transactions?

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

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11. Billing for services:

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



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

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

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

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

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

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

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

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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:** \_\_\_\_\_

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- c. Accurate and complete book of accounts?

**Comments:** \_\_\_\_\_

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- d. Financial reports?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:** \_\_\_\_\_

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e. Proper documentation?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:** \_\_\_\_\_

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f. Annual audit?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:** \_\_\_\_\_

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g. Bonding of employees handling money?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:** \_\_\_\_\_

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13. Corporation Data:

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

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

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?

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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)

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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**

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**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	
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[illegible]

## State of Delaware Subcontracting (2nd tier) Quarterly Report

<b>Prime Name:</b>							<b>Report Start Date:</b>											
<b>Contract Name/Number</b>							<b>Report End Date:</b>											
<b>Contact Name:</b>							<b>Today's Date:</b>											
<b>Contact Phone:</b>							<b>*Minimum Required</b>		<b>Requested detail</b>									
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	

## 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



