

REQUEST FOR PROPOSAL # HSS 15 004

Sealed Proposals for CLINIC AND LONG TERM CARE FACILITY LABORATORY SERVICES for the Division of Public Health and Division of Aging and Adults With Physical Disabilities and Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901, will be **received** by:

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

Proposals will be accepted until **11:00am on May 27, 2015**. At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **April 14, 2015 at 12:30pm** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, First Floor Conference Room #198, New Castle, DE 19720. For further information please call 302-255-9290.

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

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

Obtaining Copies of the RFP

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

Public Notice

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

NOTIFICATION TO BIDDERS

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (HSS 15 004) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES' PROCUREMENT UNIT, AT THE ADDRESS SHOWN ABOVE, BY THE DEADLINE.

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

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

Organizations Ineligible to Bid

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

**REQUEST FOR PROPOSAL
FOR
CLINIC AND LONG TERM CARE FACILITY LABORATORY SERVICES
FOR
DELAWARE DIVISION OF PUBLIC HEALTH AND
DELAWARE DIVISION OF AGING AND ADULTS WITH PHYSICAL DISABILITIES**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of **Clinic and Long Term Care Facility Laboratory Services**. The Contract is for a **36 month** period with renewal possible for up to **two (2) additional years** contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be held. The meeting will be on **April 14, 2015 at 12:30pm** at the following location.

Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building, Sullivan Street, 1st Floor, Room 198
1901 N. Dupont Highway, New Castle, DE 19720

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

Further Information

Inquiries regarding this RFP should be addressed to **Division Contacts:**

**Antony R. Ward, QA Administrator and/or
Robert Prosser, Management Analyst III**

Tony.R.Ward@state.de.us

Robert.Prosser@state.de.us

Phone: 302-744-4702

Fax: 302-739-3313

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Division Contacts 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 March 30, 2015 and will be addressed at the pre-bid meeting. The complete list of questions and their answers may be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will be posted on the internet at <http://bids.delaware.gov>

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

Contact with State Employees

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

**REQUEST FOR PROPOSAL
FOR
CLINIC AND LONG TERM CARE FACILITY LABORATORY SERVICES
FOR
DELAWARE DIVISION OF PUBLIC HEALTH AND
DELAWARE DIVISION OF AGING AND ADULTS WITH PHYSICAL DISABILITIES**

I. INTRODUCTION

A. Background

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

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

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

The mission of the Delaware Division of Aging and Adults with Physical Disabilities is to improve or maintain the quality of life for Delawareans who are at least 18 years of age with physical disabilities or who are elderly. The Division is committed to the development and delivery of consumer-driven services which maximize independence through individual choice, enable individuals to continue living active and productive lives and protect those who may be vulnerable and at risk.

B. Project Goals

The Delaware Department of Health and Social Services, Delaware Division of Public Health and Delaware Division of Aging and Adults with Physical Disabilities, requests bids from qualified testing laboratories for the purpose of clinical testing services and providing test results to clinics and Long Term Care Facilities. The primary emphasis and concern of this proposal is to provide timely, accurate, and reliable lab tests for clients at various state clinics and patients at Long Term Care Facilities.

II. SCOPE OF SERVICES

The award will be made as an entire package. No fragmentation of award will be made. **Vendor must bid on the entire proposal.**

- All components listed in this section are mandatory.

A. CLINIC TEST SPECIFICATIONS – PART A

The successful contractor shall:

1. Provide specimen containers and supplies, preparation, handling, and testing of all specimens collected for testing, unless otherwise noted in this contract, and assure pick up of the specimen collections from Public Health sites on a daily basis. On Fridays and before holidays, specimen collections will be required by 3:30 PM. Clinics recognize the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day.
2. Provide detailed description of courier services that will be used to obtain specimens at all sites.
3. Furnish supply items which are defined as all items determined necessary to provide specimens. **Note:** Required inventory maintenance is defined as an initial supply sufficient to sustain operations plus a 30-day inventory based on test count per site.
4. Provide chemistry/test request form with only Public Health tests listed and with pre-printed clinic account number on form for clinic use. A preferred feature is the use of on-line, printable lab forms for completion by Public Health staff to send with specimens.
5. Provide **24-hour turn-around time** after specimen pickup for the following tests:
 - a. Therapeutic drug monitoring
 - b. White blood count and CBC with and/or without Differential
 - c. Serum pregnancy test
 - d. Lead level testing
6. Provide routine testing results within **48 hours** after specimen pickup.

7. Send final culture reports to the clinic site within **80 hours** of pickup.
8. Report results for each clinic by teleprinter. A minimum of one teleprinter per site is required with the exception of the Kent County Health Unit which requires two (2) teleprinters. Vendor will provide teleprinters, telephone lines, and pay monthly charges. Vendor will also provide Clinic staff with online access to test results.
9. Test Results
 - a. Establish and maintain a control number on each client and specimen.
 - b. Issue a written report to the appropriate authorized individuals following completion of the tests.

The data report shall contain at least:

- The date(s) of collection of the samples, and the date reported
 - The clinic's name and account number
 - The condition of the specimen as received - was it acceptable or not acceptable.
 - The results of each test requested
 - High and low flags
 - Normal values and values expected
 - The client's name, date of birth, social security number and account number.
10. Provide proof of liability insurance in case of injury
 11. Provide a copy of the current CLIA lab certificate
 12. Possess a license to do business in the State of Delaware, a copy of which will be provided to the Division should a contract be awarded.
 13. Invoice client's insurance company directly (i.e., Medicare, Medicaid, private insurance company). Contractor will accept payment in full from insurance claims, and consider amount received as full payment for tests and services rendered. Contractor will bill the Delaware Division of Public Health only for client services not covered by insurance. Verification must be provided to the Division for rejected insurance claims.

A. CLINIC TEST SPECIFICATIONS – PART A, continued

14. Provide each clinic site with a comprehensive clinical reference guide to include general information and services, specimen collection, preparation and handling, guide to completing test request forms, profiles, and billing and insurance information.
15. Report all notifiable diseases and conditions within 48 hours of recognition, except as otherwise noted, to the appropriate DPH surveillance office as required by the Delaware Regulations, Administrative Code, Title 16, 4202 Control of Communicable and Other Diseases. For additional reporting details and the current list of notifiable diseases and conditions, please refer to <http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Promotion%20and%20Disease%20Prevention/4202.shtml>
16. Assure HIPAA compliant management of in-patient and clinic client data and laboratory test results. Vendor will demonstrate that they have tested electronic protected health information (ePHI) policies and procedures in place, as well as, encryption mechanisms, authentication methods, database security, and so forth. The successful vendor will complete the DHSS Business Associates Agreement as part of the annual contract.

17. MONTHLY INVOICE

Invoice the Division of Public Health for services rendered on clients not covered by insurance programs, Medicare, Medicaid, private insurance, for the tests performed at the rates bid on for this contract. Should clients qualify for coverage under federal programs, or produce proper insurance cards within the allowable time frames as allowed by insurance carrier, bidder will re-bill the insurance carrier and issue a credit to the Division of Public Health for services charged.

Invoice will show test performed, patient name, accession number, cost per test. Invoice will be by clinic number, and consolidated on a cover sheet.

Under no circumstances should the vendor bill the client for services covered by the contract. The vendor will bill the Division of Public Health using the appropriate account code which exists on every

A. CLINIC TEST SPECIFICATIONS – PART A, continued

lab form that leaves the respective clinics. The vendor should not bill Public Health clients.

18. DELAWARE MEDICAL ASSISTANCE PROGRAM and MEDICARE ASSISTANCE

The Division of Public Health will assist contractor in acquiring Medicaid Managed Care, Medicaid and Medicare numbers for clients covered by the contracts.

19. COST PER TEST

The vendor will stipulate the following when bidding on this contract:

- a. Bidder will use bid sheet for **Clinic Laboratory Services** attached in **Attachment A**. Bidder should fill out the cost per test, and show the discount to be applied to all other tests not listed as being billed to the Division of Public Health.
- b. A current list of tests and their volumes now being done in the clinics and Long Term Care facilities is attached, see **Attachment B**. Bidder may be required to do additional tests from those listed. Should other tests be required, the rate listed in the rate schedule, less the flat rate discount will apply.
- c. Bidder will submit as part of the bid package a professional fee schedule as established by the bidder. A flat rate discount will be applied to all tests not covered under bid that are being billed to Public Health.

20. COMMUNITY HEALTH SERVICES, NORTHERN AND SOUTHERN HEALTH SERVICES CLINIC SITE STATISTICS (See Attachments D and E)

Each month the selected Contractor must provide the Delaware Division of Public Health with:

- a clinic-by-clinic summary report of all tests performed during the previous month;
- a clinic-by-clinic summary report of all abnormal testing results
- an all clinics combined report;
- a Northern Health Services clinics report; and
- a Southern Health Services clinics report.

A. CLINIC TEST SPECIFICATIONS – PART A, continued

Statistics must be received within 30 days of the end of each monthly cycle.

Monthly statistics shall be mailed to:

Division of Public Health
ATTN: Contract Manager
Community Health
Jesse Cooper Building, Garden Level
417 Federal Street
Dover, DE 19901

Northern Health Services (New Castle County sites)
ATTN: County Health Administrator
University Office Plaza - Chopin Building
258 Chapman Road, Suite 100
Newark, DE 19702

Southern Health Services (Kent and Sussex Counties)
ATTN: County Health Administrator
Georgetown State Service Center
544 S. Bedford Street
Georgetown, DE 19947

NOTE: The DPH Laboratory should receive the Monthly and Annual reports for All Clinics Combined only. Please see **Attachment F** for address.

a. At a minimum, the monthly clinic-by-clinic summary must include:

- The number of tests performed at each clinic, by test
- The total cost at each clinic, and how the costs were billed (i.e., Medicaid, Medicare, private insurance) and total amount billed to the Division of Public Health.

b. The monthly combined Southern Health Services (Kent and Sussex clinic sites) and a separate combined Northern Health Services (New Castle and Wilmington clinic sites) must include:

- The number of tests performed at each clinic, by test

A. CLINIC TEST SPECIFICATIONS – PART A, continued

- c. The total cost at each clinic, and how the costs were billed (i.e., Medicaid, Medicare, private insurance) and total amount billed to the Division of Public Health.
- d. The selected vendor will also provide fiscal year-end reports clinic-by-clinic and by Northern Health Services (NHS) and Southern Health Services (SHS). NHS and SHS sites are listed in Attachments D and E.
- e. A monthly PAP test report by test site is required showing the number of specimens tested by Bethesda System 2001 classification results, inadequate, and other. Public Health requires names of clients with abnormal results by test site for case tracking. Therefore, to appropriately identify the client both client name and date of birth are required fields.
- f. All Pap test results will be completed and reported by Bethesda System 2001 classification methodology within 10 working days. Abnormal Paps will be reported by phone and tele-printer. A monthly report will be printed by clinic, for each class of Pap tests done. Report should include client name, account number, date of birth, and test result. A report for the monthly rejection rate and reason for the rejection is also required.

21. REPORTING REQUIREMENTS

See **ATTACHMENT H** for complete reporting requirements.

22. VENDOR LABORATORY ACCESS FOR PUBLIC HEALTH CLIENTS

Public Health reserves the right to send Public Health clients to the vendor's respective lab(s) for specimen draws in the event that the client proves to be a difficult draw.

B. CHRISTIANA CARE COMMUNITY PROGRAM - PART B

The Community Program at Christiana Care offers HIV medical care and social work services for patients living with HIV/AIDS in Kent and Sussex counties.

In addition to meeting the criteria under **CLINIC TEST SPECIFICATIONS – PART A** for the HIV Community Program, the contractor will provide a phlebotomist for the Georgetown Wellness Clinic at Stockley Center in Georgetown and Kent Wellness Clinic at Delaware Hospital for the Chronically Ill in Smyrna eight (8) hours on a weekly basis for each clinic. Times will be provided by the clinic. Please refer to **Attachment E** for report mailing addresses.

C. LEAD PROGRAM AND CLINIC TEST SPECIFICATIONS – PART C

The Department of Health and Social Services, Division of Public Health (DPH) is committed to assuring the identification of those children who will benefit from lead poisoning screening and to assuring that they receive the medical services they need. Although most clients now receive blood-lead testing services through their primary health care provider, the uninsured or underinsured clients may use DPH as a resource for blood-lead testing until they are engaged with a permanent health care provider.

DPH assures that all children under the age of six (6) years are provided with the opportunity to receive a blood lead test. Since all clients may not have a medical home or the ability to get to a public health clinic for blood draws, a minimum of two (2) patient service centers per county (New Castle, Kent and Sussex) are required.

NOTE: One of the New Castle County sites must be in the City of Wilmington.

The contractor will be required to draw a venipuncture blood sample. The contractor will invoice the Division of Public Health for the blood draw and analysis. The contractor will use the Bid Sheet for CLINIC LABORATORY SERVICES to indicate the cost of confirmation blood lead testing to be charged in the event this service is requested by the Division of Public Health.

- A. The blood draw will be a venipuncture.

- B. Two empty vacutainers from each new lot number (#) will be provided to the Public Health State Laboratory for quality control purposes.
- C. The only vacutainer acceptable will have EDTA as the anti-coagulant.
- D. The blood draw will be ordered by Public Health clinic staff or private providers.
- E. Results will be reported no later than **24 hours** after the blood draw.

Contractor will complete Public Health LIMS Test requisition form which can be found at <http://www.dhss.delaware.gov/dhss/dph/lab/files/testreq.pdf> or <http://www.dhss.delaware.gov/dhss/dph/lab/labs.html> and submit it with the sample to the Delaware Public Health State Lab in Smyrna, DE.

- F. The vendor will provide paper and online access to lead reports to the Delaware Division of Public Health Lead Program Manager and clinic staff. Report format will include client name, sex, age, date of birth; gender, address, phone, physician's name and number; collection sample type; test results; date of collection; date of receipt; and date of report; ordering provider data including name, address, phone, and contact person.
- G. Monthly statistics shall be mailed to:

Lead Program
ATTN: Program Director
Health Systems Protection
Jesse Cooper Building, 2nd Floor
417 Federal Street
Dover, DE 19901

D. LONG TERM CARE LAB TESTING – PART D

The successful contractor shall:

1. Provide a phlebotomist to meet Long Term Care facilities needs. Regularly scheduled draws to be specified by Long Term Care facilities management for Emily P. Bissell (EPBH), Governor Bacon Health Center (GBHC), and Delaware Hospital for the Chronically III (DHCI) facilities.
2. Utilize pathologists that are members of the College of American Pathologists or other appropriate accrediting body. Prior to phlebotomist making first draw, the successful bidder will provide documentation to Long Term Care Facility management staff.
3. Provide specimen containers and supplies, chemistry test/request form, preparation, and label specimens.
4. Provide stat testing 24 hours a day, 7 days a week, on a call coverage basis. All stat testing will be performed by vendor.
 - a. Vendor must respond within **one hour** of the call.
 - b. Stat test result requires a **four-hour** test result reporting time.
5. Provide routine testing results within 24 hours after specimen pickup.
6. Send preliminary cultures reports in 80 hours from pick up for blood, fungal and any “problem” cultures, with final reports to follow upon completion.
7. Report results on-line and/or by tele-printer for each Long Term Care Facility. One tele-printer will be provided for each nursing care unit. Vendor will provide tele-printer, telephone line, and pay monthly charges.
8. Test Results
 - a. Establish and maintain a control number on each client and specimen.
 - b. Issue a written report to the appropriate authorized individuals following completion of the tests.

D. LONG TERM CARE LAB TESTING – PART D, continued

- c. Telephone critical/panic values to the appropriate nursing unit on day shift or the nursing supervisor on off-shifts as soon as the results are confirmed, with a hard copy faxed to the clinic site.
- g. Provide a monthly infection surveillance summary report for each Long Term Care Facility.

The report shall contain at least:

- Date(s) of collection of the samples, and the date reported
 - Long Term Care facility's name and account number
 - Condition of the specimen as received - was it acceptable or not acceptable?
 - Results of each test requested
 - High and low flags
 - Normal values and expected values
 - Client's name, date of birth, Medical Record Number and account number
 - Nursing unit and room number
9. Provide annual antibiogram showing percentage of each bacteria species resistant and susceptible to different antibiotics.
 10. Provide proof of liability insurance in case of injury.
 11. Possess a license to do business in the State of Delaware, a copy of which will be provided to the Division should a contract be awarded.
 12. Provide each Long Term Care Facility site's nursing unit, nursing supervisor's office and nursing administrative office with a comprehensive clinical reference guide which will include the bidder's general information and services; specimen collection, preparation and handling procedures; and its guide for how to complete test request forms, profiles, and billing and insurance information.
 13. Provide phone numbers, pager and cellular numbers of at least two or more company representatives that will be able to answer questions concerning tests, turn-around times, or billing questions relative to the lab services contract.

D. LONG TERM CARE LAB TESTING – PART D, continued

14. MONTHLY INVOICE

Provide Monthly invoice which will include client name, accession number, test performed, test number, cost of test, and all pertinent information necessary to convert data into UB92 Billing Information Invoice.

15. DELAWARE MEDICAL ASSISTANCE PROGRAM and MEDICARE ASSISTANCE

Long Term Care Facilities will provide the successful bidder with Medicaid Managed Care, Medicaid, and Medicare numbers for clients covered by the contract.

16. COST PER TEST

The prospective contractor will:

- a. Use the bid sheet for Long Term Care Facilities attached in Attachment A. Bidder should fill out the cost per test, and show the discount to be applied to all other tests not listed if billed to the Delaware Division of Aging and Adults with Physical Disabilities, Long Term Care Facilities.
- b. Submit a professional fee schedule as established by the bidder as part of the bid package. A flat rate discount will be applied to all tests not covered under bid that are being billed to Long Term Care Facilities.

17. LONG TERM CARE STATISTICS

Selected contractor must provide a monthly summary of tests performed during the month by each Long Term Care Facility. Monthly reports will be mailed to each Long Term Care facility. Statistics must be received within 30 days of the end of each monthly cycle.

Refer to **Attachment G**.

Monthly statistics will be mailed to:

Governor Bacon Health Center
P.O. Box 559
Delaware City, DE 19706

D. LONG TERM CARE LAB TESTING – PART D, continued

Emily P. Bissell Hospital
3000 Newport Gap Pike
Wilmington, DE 19808-2300

Delaware Hospital for the Chronically Ill
ATTN: Deborah Wiggins, Director of Rehabilitation and Human
100 Sunnyside Road
Smyrna, DE 19977

At a minimum the summary must include:

- a. Number of tests performed at each Long Term Care Facility, by test number.
- b. Total cost of tests at each Long Term Care Facility, to whom the costs were billed (i.e., Medicaid Managed Care, Medicaid, Medicare, private insurance), and total, combined dollar amount billed to Long Term Care Facilities.

18. Services

The successful contractor will ensure that all Vendor's staff members including phlebotomists and couriers comply with:

- a. DHSS Long Term Care residential facilities Patient Abuse Law (16 Del. C., section 1131, et seq.) and the Rules and Regulations Governing Delaware's Patient Abuse Law; <http://regulations.delaware.gov/AdminCode/title16/3000/3201.shtml>
- b. All Medicaid and/or Medicare-certified Long Term Care facilities and Intermediate Care Facilities for Mental Retardation (ICF/MR) federal regulations (42 CFR) and State Operations Manual for such facilities; and
- c. All applicable HIPAA regulations.

Any contractual employee having contact with residents will be required to supply a copy of and the vendor will also be required to have, on file, a copy of the Service Letter check of the employee's employment history with current and previous employers.

D. LONG TERM CARE LAB TESTING – PART D, continued

The purpose of the check will be to identify any misconduct by the employee in the areas of violence, threats of violence, abuse and/or neglect. The employee will also be required to authorize the vendor to have, on file, an Adult Abuse Registry check and a Child Abuse Registry check.

All contractual employees having contact with residents will be required to attend a training session regarding resident Abuse, Neglect, Mistreatment, Misappropriation of Property or Significant injury. The training session will be conducted at the appropriate facility by facility staff.

Before beginning work at a facility all contractual employees must present documented evidence of a recent Mantoux tuberculin skin test (PPD).

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is **three (3)** years with the possibility of renewal for up to **two (2)** additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors **will** be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the **same** requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

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

C. Training and Review

Within 30 days of contract execution, the representative will visit each clinic site and each Long Term Care Facility site for distribution of "User Friendly" comprehensive clinical reference guides. Following the initial visit, the representative will make visits every three months for updates of manual, quality assurance issues and procedures for tests (specimen collection manual). Representative must be available to sites to resolve quality assurance issues. Vendor will be required to provide in-service training on ICD-9/ICD-10 codes and other service related problems, including forms and Medicaid issues, as required, by each Clinic or Long Term Care facility.

D. Funding Disclaimer Clause

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

E. Quality Assurance

1. Contractor must provide testing and specimen rejection policy as it relates to each test identified in the contract.
2. On a six (6) month basis, the contractor will identify, by clinic site and Long Term Care Facility site, the number and reason of test types rejected.
3. Contractor must meet all applicable CLIA amendment regulations, and provide a copy of the current CLIA lab certificate.
4. Contractor must be able to provide testing which will provide accuracy to a confidence level according to the Centers for Medicare and Medicaid Services (CMS).
5. Contractor must define its continuous Quality Improvement program including, but not be limited to, the procedures, frequency, percentage, and sample selection criteria. Contractor must

participate in each Long Term Care facility's Quality Assurance Improvement Panel program according to that facility's plan.

F. 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.

G. Termination Conditions

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

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

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

H. 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.

I. Payment:

The agencies 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.

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

K. 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 parties.

A complete and accurate Usage Report (Appendix G) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to Antony Ward Tony.R.Ward@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

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

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

IV. FORMAT AND CONTENT OF RESPONSE

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

A. Bidder's Signature Form

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

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: May 27, 2015 at 11:00am**).

C. Table of Contents

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

D. Confidential Information

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

E. Qualifications and Experience

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

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

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

F. Bidder References

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

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

G. Proposed Methodology and Work Plan

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

H. Certification and Statement of Compliance

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

I. Standard Contract

Appendix F is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections

shall be stated in the Transmittal Letter of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

V. BUDGET

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

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

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

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

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

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

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

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

The responses to this RFP shall be submitted to:

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

B. Closing Date

All responses must be received no later than **May 27, 2015 at 11:00am.** Later submission will be cause for disqualification.

C. Opening of Proposals

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

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

D. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through May 26, 2018. The State of Delaware reserves the right to ask for an extension of time if needed.

E. Acknowledgement of Understanding of Terms

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

F. Realistic Proposals

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

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

G. Non-Conforming Proposals

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

H. Notification of Acceptance

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

I. Questions

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

**Antony R. Ward, QA Administrator and/or
Robert Prosser, Management Analyst III**

Tony.R.Ward@state.de.us

Robert.Prosser@state.de.us

Phone: 302-744-4702

Fax: 302-739-3313

Deadline for submission of all questions is March 30, 2015. All questions and answers will be posted on the RFP website at <http://bids.delaware.gov> no later than April 28, 2015. Please include your fax number and/or your email address with your request.

J. Amendments to Proposals

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

K. Proposals Become State Property

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

L. Non-Interference Clause

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

M. Investigation of Bidder's Qualifications

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

N. RFP and Final Contract

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

O. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The

contents of the successful proposal will be included by reference in the resulting contract.

All terms, and conditions contained in the proposal will remain fixed and valid for (3) year(s) after proposal due date.

P. Cost of Proposal Preparation

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

Q. Proposed Timetable

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

<u>Activity</u>	<u>Date</u>
RFP Advertisement	March 9, 2015
Questions Due	March 30, 2015
Pre-bid Meeting	April 14, 2015 12:30pm
Answers to Questions	April 28, 2015
Bid Opening	May 27, 2015 11:00am
Selection Process Begins	May 28, 2015
Vendor Selection (tentative)	June 11, 2015
Project Begins	September 1, 2015

R. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public

nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

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

VII. SELECTION PROCESS

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

A. Proposal Evaluation Criteria

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

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions CD's properly submitted Forms properly submitted	Pass/Fail
Understanding of the requirements and ability to Provide the service	30
1. Qualifications of vendor	15
a) Current CLIA certification	
b) References with contact information	
c) Demonstrated experience and capacity to deliver services	
d) Quality Assurance Program details (Section III. E.)	

2. Inclusion of all requested elements	8	
a) Submission of required forms		
b) Report formats		
3. Available resources	7	
a) Number and location of Patient Service Centers		
Methodology Proposed		35
1. Services proposed fit needs as expressed in RFP	20	
a) Invoicing procedures		
b) Reporting schedule		
c) Responses to Scope of Services, Section II.		
2. Proposed activities follow a logical sequence	10	
3. Time line for trainings	5	
Evaluation of the proposed costs as they relate to the proposed service delivery.		35
1. Bid sheets	20	
2. Professional Fee Schedule	15	
Total:		100

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

B. Consultants and Legal Counsel

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

C. Exclusions

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

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

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

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

Has violated contract provisions such as:

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

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

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

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

D. Project Costs and Proposed Scope of Service

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

ATTACHMENT A

BID SHEETS

FOR

CLINIC LABORATORY TESTS

AND

LONG TERM CARE FACILITIES

Bid Sheet for CLINIC LABORATORY SERVICES

State of Delaware – Division of Public Health (DPH)

Bid Form for CLINIC LABORATORY SERVICES Contract # _____

Name of Bidder: _____

Mailing Address: _____

Mailing Address: _____

City, State, Zip: _____

Below are the tests in which the Division of Public Health requests a firm price per test. These prices will be valid for the duration of the contract.

<u>TEST</u>	<u>COST Per TEST</u>
AFP, Serum, Tumor Marker	_____
Alkaline Phosphatase, S	_____
AIP+ALT+AST+BUN+Creat+GGT+L	_____
ALT (SGPT)	_____
Amenorrhea Profile	_____
Anaerobic and Aerobic Culture	_____
AST (SGOT)	_____
Basic Metabolic Panel (8)	_____
Bilirubin, Total	_____
Breast Discharge Cytology	_____
CBC With Differential/Platelet	_____
CBC/Diff Ambiguous Default	_____
Change IG Pap to LB Pap	_____
Chlamydia/GC Amplification	_____
Chlamydia/GC NAA, Confirmation	_____
CMP12+8AC	_____
CMP14+7AC	_____
CMP14+CBC/D/Plt	_____
CMP14+LP+CBC/D/Plt	_____
Comp. Metabolic Panel (14)	_____
Creatinine, Urine	_____
Ct/GC NAA, Pharyngeal	_____
Ct/GC NAA, Rectal	_____
Cytomegalovirus (CMV) Ab, IgG	_____
Estradiol	_____

Folate (Folic Acid), Serum	_____
FSH and LH	_____
GGT	_____
Glucose, Plasma	_____
Glucose, Serum	_____
HB Solu + Rflx Frac	_____
HBsAg Screen	_____
HBV Prevaccination (Profile X)	_____
HBV Real-Time PCR, Quant	_____
hCG,Beta Subunit, Qnt, Serum	_____
hCG,Beta Subunit,Qual,Serum	_____
HCV Antibody	_____
HCV FibroSURE	_____
HCV Genotyping Non Reflex	_____
HCV RT-PCR, Quant (Non-Graph)	_____
Helper T-Lymph-CD4	_____
Hemoglobin A1c	_____
Hep A Ab, IgM	_____
Hep A Ab, Total	_____
Hep B Core Ab, Tot	_____
Hep B Surface Ab	_____
Hep Be Ab	_____
Hep Be Ag	_____
Hepatic Function Panel (6)	_____
Hepatic Function Panel (7)	_____
Hepatitis B Surf Ab Quant	_____
Hepatitis Panel (4)	_____
Herpes Simplex Virus I/II, IgG	_____
Hgb Frac. Profile	_____
HIV GenoSure(R) Integrase	_____
HIV GenoSure(R) MG	_____
HIV GenoSure(R) MG	_____
HLA B5701 Test	_____
HP5	_____
HPV, high-risk	_____
HPV, low volume rfx	_____
HSV 1 and 2-Specific Ab, IgG	_____
HSV Type 1-Specific Ab, IgG	_____
HSV Type 2-Specific Ab, IgG	_____
IGP, Aptima HPV	_____
IGP, rfx Aptima HPV ASCU	_____
LDH	_____
Lead, Blood (Pediatric)	_____

Lipase, Serum	_____
Lipid Panel	_____
Lipid Panel w/ Chol/HDL Ratio	_____
Lipid Panel With LDL/HDL Ratio	_____
LP	_____
Magnesium, Serum	_____
Microalbumin, Random Urine	_____
Panel 083824	_____
Panel 083955	_____
Pap IG, Ct-Ng	_____
Pap IG, HPV-hr	_____
Pap IG, rfx HPV all pth	_____
Pap IG, rfx HPV ASCU	_____
Pap Lb (Liquid-based)	_____
Pap Lb, Ct-Ng	_____
Pap Lb, HPV-hr	_____
Pap Lb, rfx HPV ASCU	_____
Phosphorus, Serum	_____
Potassium, Serum	_____
Prolactin	_____
Prostate-Specific Ag, Serum	_____
Prot+CreatU (Random)	_____
Protein, Total, Urine	_____
Prothrombin Time (PT)	_____
QuantiFERON Client Incubated	_____
QuantiFERON In Tube	_____
Renal Panel (10)	_____
RNA Qualitative	_____
RNA, PCR (NonGraph) rfx/Geno	_____
RNA, PCR (NonGraph) rfx/Geno	_____
RNA, Real Time PCR (Graph)	_____
RNA, Real Time PCR (Non-Graph)	_____
RPR	_____
RPR Qn+TP Abs	_____
RPR Qn+TP Abs	_____
RPR, Rfx Qn RPR/Confirm TP	_____
RPR, Rfx Qn RPR/Confirm TP	_____
Sedimentation Rate-Westergren	_____
T pallidum Ab (FTA-Ab)	_____
T3 Uptake	_____
T4 and TSH	_____
Testosterone, Free/Tot Equilib	_____

Testosterone, Serum	_____
Testosterone, Total, LC/MS	_____
Testosterone, Free and Total	_____
TestT+E2	_____
Thyroid Panel	_____
Thyroid Panel With TSH	_____
Thyroxine (T4)	_____
Toxoplasma Abs IgG/IgM	_____
Toxoplasma gondii Ab, IgG, Qn	_____
TP+TSH+Prl+FSH+LH	_____
TSH	_____
TSH Rfx on Abnormal to Free T4	_____
Urinalysis, Complete	_____
Urinalysis, Routine	_____
Urine Culture, Routine	_____
Varicella-Zoster V Ab, IgG	_____
Venipuncture	_____
Vitamin D, 25-Hydroxy	_____

Bid Sheet for LONG TERM CARE FACILITIES

State of Delaware – Division of Aging and Adults with Physical Disabilities (DAASPD)

Bid Form for LONG TERM CARE FACILITIES CONTRACT # _____

Name of Bidder: _____

Mailing Address: _____

Mailing Address: _____

City, State, Zip: _____

**Below are the tests in which DAASPD requests a firm price per test.
These prices will be valid for the duration of the contract.**

<u>TEST</u>	<u>COST Per TEST</u>
CBC, No	
Differential/Platelet	
Levetiracetam (Keppra), S	_____
Phenobarbital, Unbound	_____
Primidone (Mysoline(R)), Serum	_____
QuantiFERON Client Incubated	
Albumin, Serum	_____
Basic Metabolic Panel (8)	_____
BUN	_____
CBC With Differential/Platelet	
Comp. Metabolic Panel (14)	_____
Cortisol	_____
Creatinine, Serum	_____
Digoxin, Serum	_____
Electrolyte Panel	_____
Glucose, Plasma	_____
Glucose, Serum	_____
HBsAg Screen	_____
HCV Antibody	_____
Helper T-Lymph-CD4	_____
Hemoglobin A1c	_____

Hep B Core Ab, Tot	
Hep B Surface Ab	_____
Hepatic Function Panel (7)	_____
Lipid Cascade	_____
Lipid Panel	_____
Lipid Panel w/ Chol/HDL Ratio	_____
Magnesium, Serum	_____
Phosphorus, Serum	_____
Potassium, Serum	_____
Prealbumin	_____
Prostate-Specific Ag, Serum	_____
Prothrombin Time (PT)	_____
QuantiFERON In Tube	_____
RNA, Real Time PCR (Graph)	_____
RNA, Real Time PCR (Non-Graph)	_____
T3 Uptake	_____
T4 and TSH	_____
Testosterone, Free+Total LC/MS	_____
Testosterone, Serum	_____
Thyroid Cascade Profile	_____
Thyroid Panel	_____
Thyroid Panel With TSH	_____
Thyroxine (T4)	_____
TSH	_____
UA/M w/rflx Culture, Routine	_____
Urinalysis, Complete	_____
Urinalysis, Routine	_____
Urine Culture, Routine	_____
Venipuncture	_____

ATTACHMENT B

NUMBER OF TESTS PERFORMED IN 2014 FOR

ALL CLINICS COMBINED

AND

ALL LONG TERM CARE FACILITIES COMBINED

State of Delaware – Division of Public Health Number of Clinic Tests Performed in 2014. All Clinics Combined

Test Name	Volume
ABN Option 3	9
Acid Fast Smear+Culture W/Rflx	1
Aerobic Bacterial Culture	1
AFP, Serum, Tumor Marker	9
Alkaline Phosphatase, S	7
AIP+ALT+AST+BUN+Creat+GGT+L..	19
.	
Alpha-2 Macroglobulins, Qn	1
ALT (SGPT)	9
Ambig Abbrev BMP8 Default	1
Ambig Abbrev CMP14 Default	183
Ambig Abbrev HFP7 Default	2
Ambig Abbrev LP Default	32
Ambig Abbrev RP10 Default	1
Amenorrhea Profile	1
Amylase, Serum	2
Anaerobic and Aerobic Culture	1
Antinuclear Antibodies Direct	1
Antinuclear Antibodies, IFA	1
APHL HIV Manifest	9
AST (SGOT)	9
Basic Metabolic Panel (8)	3
Bilirubin, Total	6
Breast Discharge Cytology	1
Cannabinoid Confirmation, Ur	1
CBC With Differential/Platelet	579
CBC/Diff Ambiguous Default	7
CD4/CD8 Ratio Profile	2
Celiac Disease Complete Panel	1
Change IG Pap to LB Pap	2
Chlamydia/GC Amplification	255
Chlamydia/GC NAA, Confirmation	2
Chloride, Urine	2
CMP12+8AC	352
CMP14+7AC	2114
CMP14+CBC/D/Plt	5

CMP14+eGFR	1
CMP14+LP+CBC/D/Plt	7
Cocaine Metabolite Confirm,Ur	1
Comp. Metabolic Panel (14)	881
Creatine Kinase (CK), MB	1
Creatine Kinase>Total,Serum	1
Creatinine, 24-Hour Urine	1
Creatinine, Urine	4
Cryptococcus Antigen, Serum	1
Ct, Ng, Trich vag by NAA	1
Ct/GC NAA, Pharyngeal	2
Ct/GC NAA, Rectal	2
Cytomegalovirus (CMV) Ab, IgG	3
Cytomegalovirus (CMV) Ab, IgM	2
Dihydrolipoamide Dehydrogenase	1
Estradiol	4
Ferritin, Serum	4
Folate (Folic Acid), Serum	1
FSH and LH	4
FSH, Serum	6
G-6-PD, Quant, Blood and Hgb	1
G-6-PD, Quant, Blood and RBC	1
GenoSure PRIme(R)	1
GenoSure(R) Integrase	7
GenoSure(R) MG	59
GGT	13
Glucose, Plasma	1
Glucose, Serum	135
Gram Stain w/Sputum Cult Rflx	1
Haptoglobin	1
HB Solu + Rflx Frac	3
HBsAg Screen	32
HBV Prevaccination (Profile X)	14
HBV Real-Time PCR, Quant	9
hCG,Beta Subunit, Qnt, Serum	1
hCG,Beta Subunit,Qual,Serum	31
HCV Antibody	66
HCV FibroSURE	12
HCV Genotyping Non Reflex	7
HCV RNA by PCR, Qn Rfx Geno	1
HCV RT-PCR, Quant (Non-Graph)	25
Helper T-Lymph-CD4	1111
Hemoglobin A1c	375

Hep A Ab, IgM	5
Hep A Ab, Total	54
Hep B Core Ab, IgM	1
Hep B Core Ab, Tot	34
Hep B Surface Ab	50
Hep Be Ab	4
Hep Be Ag	4
Hepatic Function Panel (6)	4
Hepatic Function Panel (7)	5
Hepatitis B Surf Ab Quant	2
Hepatitis C Genotype	1
Hepatitis Panel (4)	15
Herpes Simplex Virus I/II, IgG	1
Hgb Frac. Profile	9
Hgb Solubility	1
HIV 1/2 Ab Differentiation	2
HIV 1/2 Supplemental Ab Test	7
HIV GenoSure(R) Integrase	5
HIV GenoSure(R) MG	44
HIV GenoSure(R) MG	44
HLA B5701 Test	52
HP5	38
HPV, high-risk	17
HPV, low volume rfx	17
HSV 1 and 2-Specific Ab, IgG	2
HSV Type 1-Specific Ab, IgG	65
HSV Type 2-Specific Ab, IgG	65
IGP, Aptima HPV	1
IGP, rfx Aptima HPV ASCU	1
Immature Cells	1
Iron and TIBC	4
Iron, Serum	1
Lactic Acid, Plasma	0
LDH	8
Lead, Blood (Pediatric)	1
Lipase, Serum	3
Lipid Panel	619
Lipid Panel w/ Chol/HDL Ratio	174
Lipid Panel With LDL/HDL Ratio	6
Lower Respiratory Culture	1
LP	251
Luteinizing Hormone(LH), S	1
Lyme Ab/Western Blot Reflex	1

Lyme, Western Blot, Serum	1
Magnesium, Serum	5
MIC Organism #1	1
Microalb/Creat Ratio, Randm Ur	19
Microalbumin, Random Urine	69
Nortriptyline (Aventyl), Serum	2
Osmolality	1
Osmolality, Urine	1
Panel 083824	27
Panel 083850	1
Panel 083955	2
Pap IG (Image Guided)	1
Pap IG, Ct-Ng	4
Pap IG, Ct-Ng TV	1
Pap IG, Ct-Ng TV rfx HPV ASCU	6
Pap IG, Ct-Ng, HPV-hr	1
Pap IG, HPV-hr	7
Pap IG, rfx HPV all pth	1
Pap IG, rfx HPV ASCU	40
Pap Lb (Liquid-based)	88
Pap Lb, Ct-Ng	5
Pap Lb, Ct-Ng, HPV-hr	1
Pap Lb, HPV-hr	198
Pap Lb, rfx HPV ASCU	214
PapLb, HPV, rfx16/18	1
Phosphorus, 24 hr Urine	1
Phosphorus, Random Urine	1
Phosphorus, Serum	2
Poliovirus Antibodies	6
Poliovirus Immune Status	3
Porphobilinogen, Qn, Random Ur	1
Porphyrins, Qn, Random U	1
Potassium, Serum	1
Potassium, Urine	2
Prolactin	6
Prostate-Specific Ag, Serum	11
Prot+CreatU (Random)	19
Protein Total, Qn, 24-Hr Urine	1
Protein, Total, Urine	4
Prothrombin Time (PT)	3
PSA Total (Reflex To Free)	1
PSA, Serum (Serial Monitor)	1
PT and PTT	1

PTH, Intact	3
PTT, Activated	1
QuantiFERON Client Incubated	45
QuantiFERON In Tube	596
QuantiFERON TB Gold (In Tube)	607
Reflex to GenoSure(R) MG	2
Renal Panel (10)	18
RNA Qualitative	2
RNA, PCR (NonGraph) rfx/Geno	7
RNA, Real Time PCR (Graph)	50
RNA, Real Time PCR (Non-Graph)	1168
RPR	10
RPR Predictive Titer	2
RPR Qn+TP Abs	48
RPR, Rfx Qn RPR/Confirm TP	523
Sedimentation Rate-Westergren	5
Sodium, Urine	1
Straight Inoculation, No Smear	1
T pallidum Ab (FTA-Ab)	1
T3 Uptake	1
T4 and TSH	1
T4F	3
Testosterone, Free/Tot Equilib	1
Testosterone, Serum	4
Testosterone, Total, LC/MS	1
Testosterone, Free and Total	21
TestT+E2	3
Thyroid Antibodies	1
Thyroid Panel	1
Thyroid Panel With TSH	82
Thyroxine (T4)	2
Thyroxine (T4) Free, Direct, S	1
Toxoplasma Abs IgG/IgM	3
Toxoplasma gondii Ab, IgG, Qn	19
TP+TSH+Prl+FSH+LH	10
TSH	25
TSH Rfx on Abnormal to Free T4	23
TSH+Free T4	1
Uric Acid, Serum	4
Urinalysis, Complete	157
Urinalysis, Routine	171
Urine Culture, Routine	11
Urine Culture, Comprehensive	2

Valproic Acid (Depakote),S	1
Varicella-Zoster Ab, IgM	1
Varicella-Zoster V Ab, IgG	2
Venipuncture	1306
Vitamin B12	4
Vitamin B12 and Folate	1
Vitamin D 25-Hydroxy, D2 + D3	1
Vitamin D, 1,25 + 25-Hydroxy	1
Vitamin D, 25-Hydroxy	204

* *Total number of tests (test codes = 216 tests / Total volume (sum of all) = 14,008 tests*

State of Delaware – Division of Aging and Adults with Physical Disabilities,
 Number of Clinic Tests Performed in 2014. All Long Term Care Facilities
 Combined

3-Epi-Vitamin D,25-Hydroxy	1
ACTH, Plasma	1
Aerobic Bacterial Culture	32
AFP, Serum, Tumor Marker	4
Albumin, Serum	91
Aldosterone LCMS, Serum	1
Alkaline Phosphatase, S	1
ALT (SGPT)	34
Ambig Abbrev CMP14 Default	1
Ambig Abbrev LP Default	1
Ammonia, Plasma	16
Amylase, Serum	6
Anaerobic and Aerobic Culture	6
Anaerobic/Aerobic/Gram Stain	1
Angiotensin-Converting Enzyme	1
Anti-DNA(SS)IgG, Ab, Qn	1
Anti-dsDNA Antibodies	2
Antiextractable Nuclear Ag	1
Antinuclear Antibodies Direct	2
Antiscleroderma-70 Antibodies	1
AST (SGOT)	33
Basic Metabolic Panel (8)	347
Beta Strep Gp A Culture	5
Beta-2 Glycoprotein I Ab,G,A,M	2
Bilirubin, Total	3
Bilirubin, Total/Direct, Serum	1
Blood Culture, Routine	8
B-Type Natriuretic Peptide	5
BUN	59
BUN+Creat	3
C difficile Toxigenic Culture	1
C difficile Toxins A+B, EIA	17
CA 125, Serum (Serial)	1
Ca+PTH Intact	1
Calcitriol(1,25 di-OH Vit D)	1

Calcium, Ionized, Serum	5
Calcium, Serum	5
Carbamazepine(Tegretol), S	27
Cardiovascular Risk Assessment	1
CBC With Differential/Platelet	913
CBC, No Differential/Platelet	29
CBC, Platelet, No Differential	30
CBC/D/Plt+CD4/CD8+RNA,RT-PCR,G	2
CBC/Differential (No Platelet)	2
CCP Antibodies IgG/IgA	1
CEA	1
Celiac Disease Complete Panel	1
Ceruloplasmin	1
Chloride, Urine	1
CMP14+eGFR	1
Comp. Metabolic Panel (14)	690
Complement C2	1
Complement C3, Serum	3
Complement C4, Serum	7
Copper, Serum	1
Cortisol	1
C-Peptide, Serum	1
C-Reactive Protein, Cardiac	2
C-Reactive Protein, Quant	17
Creatine Kinase,Total,Serum	16
Creatinine, Serum	59
Creatinine, Urine	1
D-Dimer	1
Differential	2
Differential/Total WBC Count	1
Digoxin, Serum	10
Electrolyte Panel	79
Eosinophil, Urine	1
Erythropoietin (EPO), Serum	1
Factor II, DNA Analysis	1
Factor V Leiden Mutation	1
Fecal Fat, Qualitative	1
Ferritin, Serum	57
Folate (Folic Acid), Serum	1
Free Valproic Acid (Depakote)	1
Fructosamine	1
Genital Culture, Routine	3

Gentamicin, Serum, Peak/Trough	1
Giardia/Cryptosporidium EIA	1
Glucose, Plasma	1
Glucose, Serum	10
Gram Stain	7
Gram Stain w/Sputum Cult Rflx	1
Haptoglobin	1
HAV/HBV Immune Status (Pro IV)	1
HBsAg Screen	3
HCV Ab w/Rflx to Verification	2
HCV Antibody	7
HCV FibroSURE	2
HCV Real-Time, PCR, Quant	1
HCV RNA, PCR, QI (Quant Rflx)	1
HCV RT-PCR, Quant (Graph)	3
HCV RT-PCR, Quant (Non-Graph)	2
Helper T-Lymph-CD4	10
Hematocrit	54
Hemoglobin	58
Hemoglobin A1c	315
Hep B Core Ab, IgM	1
Hep B Core Ab, Tot	2
Hep B Surface Ab	9
Hepatic Function Panel (6)	2
Hepatic Function Panel (7)	38
Hepatitis Panel (4)	2
HHV 6 IgG Antibodies	1
HIV-2 QPCR	1
IFE, PE and FLC, Serum	1
Immature Cells	6
Immunofixation, Serum	1
Immunoglobulin A, Qn, Serum	2
Influenza A+B Ag, EIA	1
Iron and TIBC	57
Iron, Serum	2
JAK2 Mutation Analysis, Qual	1
LDH	6
LDL Cholesterol (Direct)	2
Levetiracetam (Keppra), S	15
Lipase, Serum	1
Lipid Cascade	9

Lipid Panel	429
Lipid Panel w/ Chol/HDL Ratio	1
Lipid Panel With LDL/HDL Ratio	2
Lipoprotein Analysis, by NMR	1
Lithium (Eskalith(R)), Serum	1
Litholink Renal Pnl+PTH Intact	2
Lupus Anticoagulant Comp	1
Luteinizing Hormone(LH), S	1
Lyme Ab/Western Blot Reflex	1
Lyme, Western Blot, Serum	1
Magnesium, Serum	35
Methylmalonic Acid, Serum	1
MIC Organism #1	21
MIC Organism #3	1
Microalb/Creat Ratio, Randm Ur	8
Microalbumin, Random Urine	34
Mononucleosis Test, Qual	1
Occult Blood, Fecal, IA	104
Osmolality	4
Osmolality, Urine	3
Ova + Parasite Exam	6
Panel 083824	5
PE and FLC, Serum	1
Phenobarbital, Serum	25
Phenobarbital, Unbound	1
Phenytoin (Dilantin), Serum	74
Phosphorus, Serum	3
Platelet Count	17
Potassium, Serum	18
Prealbumin	180
Primidone (Mysoline(R)), Serum	4
Prostate-Specific Ag, Serum	72
Prot+CreatU (Random)	13
Protein C-Functional	1
Protein Electro, Random Urine	1
Protein Electro.,S	2
Protein S-Functional	1
Protein Total, Qn, 24-Hr Urine	1
Protein, Total, Serum	13
Protein,Total,Urine	1
Prothrombin Time (PT)	308
PSA Total (Reflex To Free)	1
PSA Total+% Free (Serial)	1

PSA, Complexed	1
PSA, Serum (Serial Monitor)	3
PT and PTT	12
PTH, Intact	16
QuantiFERON Client Incubated	1
QuantiFERON In Tube	3
QuantiFERON TB Gold (In Tube)	3
Renal Panel (10)	42
Reticulocyte Count	8
Rheumatoid Arthritis Factor	2
RNA, Real Time PCR (Graph)	5
RNA, Real Time PCR (Non-Graph)	6
Rocky Mtn Spotted Fev, IgG, Qn	1
Rocky Mtn Spotted Fever, IgM	1
RPR	11
RPR, Rfx Qn RPR/Confirm TP	5
Sedimentation Rate-Westergren	42
Sensitivity Organism #1	159
Sensitivity Organism #2	18
Sensitivity Organism #3	8
Sensitivity Organism #4	1
Sodium and Potassium (Urine)	1
Sodium, Urine	1
Stool Culture	4
T pallidum Ab (FTA-Ab)	2
T3 Uptake	8
T4 and TSH	1
Testosterone, Free+Total LC/MS	1
Testosterone, Serum	1
Thyroid Antibodies	1
Thyroid Cascade Profile	4
Thyroid Panel	75
Thyroid Panel With TSH	81
Thyroxine (T4)	39
Thyroxine (T4) Free, Direct, S	22
Transferrin	3
Transferrin Saturation	1
Triiodothyronine (T3)	7
Triiodothyronine,Free,Serum	1
Troponin I	1
TSH	277
TSH+Free T4	8

t-Transglutaminase (tTG) IgA	1
UA/M w/rflx Culture, Routine	1
Upper Respiratory Culture	3
Uric A+ANA+RA Qn+CRP+ASO	2
Uric A+RA Qn+CRP+ASO	4
Uric Acid, Serum	6
Urinalysis, Complete	4
Urinalysis, Routine	265
Urine Culture, Routine	252
Urine Culture,Comprehensive	22
Urine Cytology	1
Valproic Acid (Depakote),S	130
Vancomycin Trough, Serum	24
VAP Cholesterol Profile	1
Venipuncture	794
Viral Culture,Rapid,Influenza	8
Vitamin B12	1
Vitamin B12 and Folate	52
Vitamin D, 25-Hydroxy	65
WBC	17
White Blood Cells (WBC), Stool	1

* Total number of tests (test codes = 224 tests / Total volume (sum of all) = 7,254 tests

ATTACHMENT C

Northern Health Services Clinic Addresses

PORTER PUBLIC HEALTH UNIT

Porter State Service Center
509 West 8th Street
Wilmington, DE 19801

HUDSON PUBLIC HEALTH UNIT

Hudson State Service Center
501 Ogletown Road
Newark, DE 19711

ATTACHMENT D

Southern Health Services Clinic Addresses

KENT PUBLIC HEALTH UNIT

Williams State Service Center
805 River Road
Dover, DE 19901

MILFORD PUBLIC HEALTH UNIT

Riverwalk Shopping Center
253 NE Front ST.
Milford DE 19963

SEAFORD PUBLIC HEALTH UNIT

ShIPLEY State Service Center
350 Virginia Avenue
Seaford, DE 19973

PYLE HEALTH UNIT

Pyle State Service Center
Rt. 2 Box 281-1
Omar-Roxana Road
Frankford, DE 19945

SUSSEX COUNTY HEALTH UNIT

Georgetown State Service Center
544 S. Bedford Street
Georgetown, DE 19947

And One Non-Public Health Site Address

DELAWARE STATE UNIVERSITY

1200 N. DuPont Highway
Dover, DE 19901

ATTACHMENT E

Christiana Care Community Program Addresses
(HIV/AIDS Medical Services)

Christiana Care HIV Community Program (Georgetown Wellness Clinic)

Stockley Campus
26351 Patriots Way
102 Lloyd Lane
Georgetown, DE 19947

Christiana Care HIV Community Program (Kent Wellness Clinic)

Delaware Hospital for the Chronically Ill (DHCI) Campus
100 Sunnyside Road
Smyrna, De 19977

ATTACHMENT F

Delaware Public Health Laboratory Address

Delaware Public Health Laboratory (DPHL)
30 Sunnyside Road
Smyrna, DE 19977

NOTE:

DPHL should receive the Monthly and Annual reports for *All Clinics Combined* only.

ATTACHMENT G

Long Term Care Facility Addresses

EMILY P. BISSELL HOSPITAL

3000 Newport Gap Pike
Wilmington, DE 19808-2300
Phone (302) 995-8400

75 Operating Beds
Licensed as both Skilled
Nursing Facility &
Intermediate Care Facility

GOVERNOR BACON HEALTH CENTER

P.O. Box 559
Delaware City, DE 19706
Phone (302) 836-2580

86 Operating Beds
Intermediate Care Facility

DELAWARE HOSPITAL FOR THE CHRONICALLY ILL

30 Sunnyside Road
Smyrna, DE 19977
Phone (302) 223-1000

175 Operating Beds
Skilled Nursing Facility &
Intermediate Care Facility

ATTACHMENT H

DIVISION OF PUBLIC HEALTH (DPH)

PROGRAM

REPORTING REQUIREMENTS

DPH Laboratory Report Matrix

Report Name	Send To	Frequency	Mode	Format
Clinic-by-Clinic Summary	<p>Division of Public Health ATTN: Contract Manager Community Health Jesse Cooper Building, Garden Level 417 Federal Street Dover, DE 19901</p> <p>Northern Health Services (New Castle County sites) ATTN: County Health Administrator University Plaza, Chopin Building 258 Chapman Road, Suite 100 Newark DE. 19702</p> <p>Southern Health Services (Kent and Sussex Counties) ATTN: County Health Administrator Georgetown State Service Center 544 S. Bedford Street Georgetown, DE 19947</p>	Monthly and Annual	Paper and/or electronic attachment	See page 8-13
All Northern Health Services (NHS) All Clinics Report All Tests by Volume, and All Tests by Cost	<p>Northern Health Services (New Castle County sites) ATTN: County Health Administrator University Plaza, Chopin Building 258 Chapman Road, Suite 100 Newark DE. 19702</p>	Monthly and Annual	Paper and/or electronic attachment	See page 8-13
Southern Health Services (SHS) All Clinics Report All Tests by Volume, and All Tests by Cost	<p>Southern Health Services (Kent and Sussex Counties) ATTN: County Health Administrator Georgetown State Service Center 544 S. Bedford Street Georgetown, DE 19947</p>	Monthly and Annual	Paper and/or electronic attachment	See page 8-13
Long Term Care Summary Report	See Attachment G	Monthly and Annual	Paper and/or electronic attachment	See page 16-20
Lead Program Report	<p>Attn: Lead Program Director Division of Public Health, 2nd Fl. 417 Federal Street Dover, DE 19901</p>	<p>24 hour turn-around for results</p> <p>Monthly and Annual</p>	Paper and/or electronic attachment	See page 14-15

DPH Laboratory Report Matrix, continued

Report Name	Send To	Frequency	Mode	Format
Family Planning Annual Report (FPAR) Cervical Cancer Screening Activities	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901 Phone: (302) 744-4920 FAX: (302) 739-6653 Nicole Rhoden Nicole.Rhoden@state.de.us	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 63
Family Planning Annual Report (FPAR) Unduplicated Number of Family Planning Users Tested for Chlamydia by Age and Gender	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901 Phone: (302) 744-4920 FAX: (302) 739-6653 Nicole Rhoden Nicole.Rhoden@state.de.us	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 63
Family Planning Annual Report (FPAR) Number of Gonorrhea, Syphilis, and HIV Tests	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901 Phone: (302) 744-4920 FAX: (302) 739-6653 Nicole Rhoden Nicole.Rhoden@state.de.us	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 64
Laboratory Monthly Report	Attn: STD Director, 540. S. DuPont Hwy Suite 12 Room 200L Dover, DE 19901 Phone: (302) 744-1063 FAX: (302) 739-2548 Cathy Mosley Cathy.Mosley@state.de.us	Monthly	Electronic Attachment	See page 64

Division of Public Health Program-Specific Reports

I. Family Planning Reports-Cervical Cancer Screening Activities

Cervical Cancer Screening Activities

	SCREENING ACTIVITY	Number of Users or Number of Tests (a)
1	Unduplicated number of users who obtained a Pap test	
2	Number of Pap tests performed	
3	Number of Pap tests with an ASC or higher result	
4	Number of Pap tests with an HSIL or higher result	

Date Submitted: _____

Reporting Period: January 1, 200_____ through December 31, 200_____

or Quarter: _____ through _____
(Month/day/year) (Month/day/year)

II. Family Planning Reports – Chlamydia Tests

Unduplicated Number of Users Tested for Chlamydia by Age and Gender

Age Group (Years)		Number of users	
		Female Users (a)	Male Users (b)
1	Under 15		
2	15–17		
3	18–19		
4	20–24		
5	25 and over		
6	Total Users (sum rows 1 to 5)		

Date Submitted: _____

Reporting Period: January 1, 200_____ through December 31, 200_____

or Quarter: _____ through _____
(Month/day/year) (Month/day/year)

II. Family Planning Reports – Number of Gonorrhea, Syphilis, and HIV Tests

Number of Gonorrhea, Syphilis, and HIV Tests

Test Type		Number of Tests		Total Tests (Sum Cols A + B) (c)
		Female (a)	Male (b)	
1	Gonorrhea			
2	Syphilis			
3	HIV – All confidential tests			
4	HIV – Positive confidential tests			
5	HIV – Anonymous tests			

III. Sexually Transmitted Diseases

Laboratory Monthly Report for Sexually Transmitted Diseases

(Provide in Excel Spreadsheet)

Date of Collection	Specimen Number	Patient Name	Patient ID number	Site Name	Laboratory Service	Service Code	Payee	Amount Charged
11/28/07 Sample entry	12345	Doe, Jane	6789	KCHU-STD	Thin prep	XXX	DPH	\$XYZ.00

APPENDIX A:
BUDGET SUMMARY SHEET

Budget Summary Sheet

Categories	Amounts
Staff Salaries	

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

Travel / Training

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

Contractual

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

Supplies

Office	
Janitorial	
Medical	
Program	
Other (specify)	

Equipment / Other Direct Costs

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

Indirect Costs (12%)

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

TOTAL BUDGET

--

APPENDIX B:
BUDGET WORKSHEET

Budget Worksheet page 2

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

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

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

Budget Worksheet page 3

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

APPENDIX C:
BIDDERS SIGNATURE FORM



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

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

APPENDIX D:
CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

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

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

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

Violations and Penalties:

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

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX E

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX F

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

A. Introduction

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

B. Administrative Requirements

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

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

and

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

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

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

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

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.

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

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

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

9. Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti-discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status, or any other unlawful discriminatory basis or criteria. 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 Department by reason of Contractor's default.
- c. 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.

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

To the Division at:

Division of Public Health
417 Federal Street
Dover, DE 19901
Attn: Support Services Section

To the Contractor at:

16. 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.

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

18. 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 the Department of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the Department 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.

19. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A– Divisional Requirements

Appendix B – Services and Budget Description

Appendix C- Name of Appendix or DHSS Request for Proposal (RFP)

HSS-XX-XXX *(if applicable)*

Appendix D – Name of Appendix or Vendor’s Proposal in response to RFP

#HSS-XX-XXX *(if applicable)*

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 (pages 1 to 14)
- 2) DHSS Request for Proposal (RFP)# HSS-XX-XXX *(if applicable)*
- 3) Vendor’s Proposal in response to RFP # HSS- XX-XXX *(if applicable)*
- 4) Appendix A- Divisional Requirements
- 5) Appendix B- Services and Budget Description *(use only if #2 and #3 above are not necessary or do not contain a budget)*

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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.
26. 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.
27. 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 _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

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

4. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
5. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.

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

6. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
7. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
8. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

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

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

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

9. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
10. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment

shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties.

D. Miscellaneous Requirements

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

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

Remainder of this page intentionally left blank.

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:

Karyl T. Rattay, MD, MS
Director

Date

APPENDIX A (of Sample contract)

DIVISION OF PUBLIC HEALTH REQUIREMENTS

Sanctions

1. In the event that Contractor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware may suspend the scheduled payments.
2. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

Vendor Responsibilities *(This clause may be most useful in IT and IT-related contracts and not as useful in other types of contracts.)*

1. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Contractor, its subcontractors, and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards. Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the applicable standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Contractor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Contractor's failure to ensure compliance with DTI standards.
 - a. It shall be the duty of the Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights.

Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products.

- b. Permitted or required approval by Delaware of any products or services furnished by Contractor shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval,

acceptance, or payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Contractor's performance or failure to perform under this Agreement.

- c. Contractor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Contractor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project Name:

Team Title:

% of Project Involvement:

(add additional information as needed)

Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Contractor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Contractor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Contractor is unsuitable to Delaware for good cause, Contractor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

Other Requirements

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.

2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

Remainder of this page intentionally left blank.

APPENDIX B (of Sample contract)

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

Email: _____

Contact Persons name: _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

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

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

Appendix G

*Monthly Usage Report
And
Subcontracting (2nd Tier) Quarterly Report*

APPENDIX H
SUPPLIER DIVERSITY INFORMATION

The following definitions are from the State Office of Supplier Diversity.

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

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

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

Definitions

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

Michelle Morin

Office of Supplier Diversity

(302) 857-4554 Fax (302) 677-7086