

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
PRACTICE TRANSFORMATION SERVICES  
DELAWARE HEALTH CARE COMMISSION  
RFP # HSS-15-030**

**I. Overview**

The State of Delaware Department of Health and Social Services seeks professional services to deliver practice transformation support to Delaware's primary care providers. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 06/17/2015
Deadline for Questions	Date: 07/01/2015
Pre-bid Meeting	Date: 07/17/2015 @ 1pm
Response to Questions Posted by:	Date: 07/29/2015
Deadline for Receipt of Proposals	Date: 08/12/2015 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 08/26/2015

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**PRE-BID MEETING**

A pre-bid meeting has been scheduled for 7/17/2015 @ 1pm. Pre-bid meeting attendance is not a requirement for submitting a proposal.

The Pre Bid Meeting will be held at:

Herman Holloway Campus  
Main Administration Building  
Room 198  
1901 N DuPont Hwy  
New Castle DE 19720

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**II. Introduction**

**A. Background on Health Innovation in Delaware**

Delaware aspires to be a national leader on each dimension of the Triple Aim: better health, improved healthcare quality and patient experience, and lower growth in per capita healthcare costs. In 2013, the Delaware Health Care Commission (HCC) convened stakeholders across Delaware – including consumers, providers, payers, community organizations, and state agencies – to work together to develop a strategy to achieve these goals. The culmination of that work was the development of Delaware’s State Health Care Innovation Plan (SHIP). Delaware was recently awarded a 4-year, \$35 million State Innovation Model (SIM) Testing Grant from the Center for Medicare and Medicaid Innovation (CMMI) to support the implementation of the SHIP. Combined with additional investments by purchasers, payers, and providers of care in Delaware, the State expects grant funds to support changes in healthcare delivery that will create more than \$1 billion in value through 2020.

Delaware will implement this strategy over the next 4 years. There are 7 core elements to Delaware’s approach to health system transformation:

1. Transformation of primary care through patient-centered medical homes (PCMHs), accountable care organizations (ACOs), and other innovative delivery models
2. A workforce learning and development program focused on delivering team-based, integrated care
3. Multi-payer transition to value-based payment models statewide (Pay for Value and Total Cost of Care), with 90% enrollment into value-based payment by primary care providers by the end of 2018
4. An innovative, multi-payer, provider performance scorecard, composed of quality, patient experience, utilization, and cost measures tied to new payment models
5. A statewide population health improvement program linking community-based health initiatives with the delivery system
6. Patient engagement activities that support individuals to manage their own health and healthcare
7. Leveraging Delaware Health Information Network (DHIN) to support health system transformation

Delaware’s approach to delivery system transformation will focus on better integrating and coordinating care for high-risk individuals – the 5 to 15% of individuals with the greatest need for care coordination, typically those with multiple, complex chronic conditions and/or behavioral health needs. The long-term goal of the practice transformation program is to improve the quality of care, improve patient satisfaction and outcomes, and better manage healthcare costs.

Leaders from Delaware’s provider community have emphasized that delivering this type of care will require many primary care providers to make meaningful changes to their

STATE OF DELAWARE  
HEALTH CARE COMMISSION

practices. As a result, Delaware's plan calls for significant commitment of funding to support provider practice transformation. While some practices in the state have already initiated practice transformation activities, the current belief is that most practices have not yet started this process. Delaware's plan calls for participating practices to begin transformation activities beginning in the fall of 2015.

The Delaware Center for Health Innovation (DCHI) was established in 2014 as a public-private organization of leaders from across Delaware to work with the Delaware Health Care Commission (HCC) and the Delaware Health Information Network (DHIN), Delaware's Health Information Exchange, to guide the detailed design and implementation of Delaware's State Health Care Innovation Plan.

This Request for Proposal references a Practice Transformation Consensus Paper adopted by the DCHI Board (DCHI Consensus Paper) that is publicly available to all interested parties and included in this document as Attachment 12.

## **B. Delaware's Healthcare System**

Delaware has a population of approximately 925,000 across 3 counties including urban, suburban, and rural communities. Some facts about its healthcare system include:

- Relatively low level of uninsured (less than 10% of the population)
- Two major commercial payers
- Medicaid program that fully expanded following the Affordable Care Act
- According to the Health Resources and Services Administration (HRSA), the low-income populations of Kent and Sussex Counties comprise primary care federally-designated health professional shortage areas (HPSAs). Additionally, 37 out of 129 census tracts in New Castle County (located in the Central, Southwest, and Southbridge areas of Wilmington, as well as in portions of Newark) qualify as primary care HPSAs. At the facility-level, two community-based facilities in New Castle County and one community-based facility in Sussex County represent primary care HPSAs.
- All of Kent County, the low-income population of Sussex County, and 24 out of 129 census tracts in New Castle County (located in the Wilmington area) qualify as dental care HPSAs. Two community-based facilities in New Castle County and one community-based facility in Sussex County also represent dental HPSAs.
- In Delaware, the majority of federally-designated mental health HPSAs represents various facilities. In Kent County, two community-based facilities are recognized as mental health HPSAs. In New Castle County, three community-based facilities, one correctional facility, and one hospital meet the criteria for mental health HPSAs. The low-income populations within Sussex County, as well as two community-based facilities, represent mental health HPSAs.
  - Data source: U.S. Department of Health and Human Services, Health Resources and Services Administration (<http://hpsafind.hrsa.gov/>)
- Six major health systems, 3 Federally Qualified Health Centers with 10 locations statewide, and a Veterans Affairs hospital

STATE OF DELAWARE  
HEALTH CARE COMMISSION

- Approximately 1,200 PCPs across an estimated 400-600 practice sites, with approximately 75% of PCPs in groups of 5 or fewer. The State estimates that fewer than 20% of practices in the state have undertaken significant practice transformation efforts, and that more than 80% of primary care practices would benefit from the practice transformation services described in this RFP.
- Multiple innovative care models emerging, including:
  - Co-location of services (e.g., primary care and behavioral health care)
  - Population-specific care coordination (e.g., for a specific condition such as heart disease)
  - Patient-Centered Medical Homes
  - Accountable Care Organizations
- Advanced health IT infrastructure, including:
  - Industry-leading Health Information Exchange (Delaware Health Information Network) with strong connectivity to acute care hospitals and labs, and emerging connectivity to other ambulatory care sites
  - Electronic medical records penetration of approximately 80%

Delaware's primary care providers work in a variety of contexts with the following archetypes:

- Large health systems, medical groups, clinically integrated networks with employed providers, independent practice associations, and/or Accountable Care Organizations (greater than 25 PCPs) with relatively sophisticated capabilities to implement and maintain workflow changes
- Medium-sized practices (5 to 25 PCPs) that may be strong on one or more of the transformation elements listed above but require significant support to address all of them
- Small practices (fewer than 5 PCPs) with relatively less administrative/IT infrastructure and limited experience addressing the transformation elements related to coordinated care

Note: These archetypes are not exhaustive. Some large practices may have relatively limited infrastructure to support practice transformation, while some small practices may have already implemented significant change.

**C. Additional information**

For more information, please consult the following sources:

- Delaware SIM Initiative (<http://www.dhss.delaware.gov/dhss/dhcc/sim.html>)
- Delaware Center for Health Innovation (<http://www.dhss.delaware.gov/dhss/dhcc/dchi.html>)
- Delaware State Health Care Innovation Plan (<http://www.dhss.delaware.gov/dhcc/cmimi/files/choosehealthplan.pdf>)
- Delaware's Model Test Project Narrative (<http://dhss.delaware.gov/dhss/dhcc/files/2014ProjectNarrative.pdf>)
- Center for Medicare & Medicaid Innovation (<http://innovation.cms.gov/>)
- HCC and DCHI meeting dates and times (<http://egov.delaware.gov/pmc/>)
- Delaware Center for Health Innovation (DCHI) Board Consensus Paper on Practice Transformation (adopted by the Board in May 2015)

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**III. Scope of Services**

**A. Overview of Practice Transformation Support**

Over the next 4 years, HCC expects the majority of primary care providers to transition to value-based payment models that incentivize more integrated and coordinated care for Delaware's high-risk patients, with the ultimate goal of improving quality and reducing the growth in per capita costs. Potential value-based payment models may include, for example, utilization-based pay-for-value programs or total cost of care shared savings programs. Delaware's Model Testing Grant estimates that approximately 90% of primary care practice sites will adopt new payment models by the end of 2018.

Based on extensive input from stakeholders across Delaware, HCC recognizes that effective care coordination and participation in value-based payment models often requires practice transformation, including the use of new tools, processes, and staff. Practice transformation may also support the development of new mindsets around actively and holistically caring for a panel of patients. To receive support for care coordination, practices will need to demonstrate a minimum level of transformation. The Delaware Center for Health Innovation (DCHI) has adopted a Consensus Paper on Practice Transformation that outlines the core elements of practice transformation, the timeline for transformation, required milestones, and related capabilities. The paper is available in its entirety in Attachment 12.

Depending on the availability of qualified candidates, HCC seeks expertise from 2 to 4 organizations (vendors) to support primary care practice transformation in Delaware as described in this document. For the purposes of this RFP, vendors may include, but are not limited to, any of the following types of organizations: health systems or health plans with experience in assisting with practice transformation, organizations specializing in practice transformation services, organizations for which practice transformation is just one component of a suite of other services. The list is not exhaustive and serves as an example to provide clarity on the definition of a vendor.

HCC seeks vendors who can support primary care practices in building the capabilities to achieve the milestones described in the DCHI Consensus Paper.

Specifically, HCC seeks vendors who can provide the following 3 services:

**1. Pre-transformation assessment**

Conduct an initial assessment of each primary care practice site to identify current capabilities and progress against the transformation milestones. Across the landscape of primary care practices in Delaware, HCC anticipates a range of readiness and starting states for practice transformation. Therefore, vendors should conduct an initial, rapid, standardized assessment of the current needs of each practice site. Vendors should then use the outputs of the assessment to develop a tailored curriculum for each site (described further in #2 below). Assessments should identify strengths and gaps in workforce, infrastructure, and workflows as they relate to capabilities and transformation milestones, prioritizing areas for improvement.

**2. Practice transformation support curriculum**

Vendors should develop and execute a standard curriculum that can be tailored for each primary care practice site based on the needs identified in the pre-

STATE OF DELAWARE  
HEALTH CARE COMMISSION

transformation assessment. Vendors should provide a standard curriculum for each of the first and second years of transformation, including frequency and structure of learning activities. The curriculum may include content structured through the following modalities:

- **Learning collaboratives:** Vendors should establish and facilitate peer-to-peer learning collaboratives among practices to allow PCPs to learn from one another's experience. To enable learning and adoption at the practice level, practice transformation vendors should create mechanisms for providers to share best practices, to collaborate on common problems, and to adopt and refine evidence-informed protocols. HCC expects vendors to hold learning collaboratives quarterly. To encourage practice participation and maximize learning opportunities, vendors should structure collaboratives around practices of similar size and/or geography. Vendors should propose 2-year learning collaborative curriculum that aligned with practice transformation support. HCC expects that DCHI may provide additional recommendations on learning collaboratives over the coming months and that vendors will incorporate these recommendations.
- **Large format in-person trainings:** The curriculum may include large-format conferences, trainings, or symposia.
- **Live webinars:** The curriculum may include live, hosted webinars with live Q&A.
- **Recorded trainings:** The curriculum may include recorded trainings available to providers online on a self-serve basis.
- **On-site coaching:** The curriculum may include on-site coaching for practice staff, e.g., one-on-one coaching sessions with a practice manager, a provider champion, and/or a small group of practice staff.

The curriculum should be focused on building capabilities for effective population health management in a way that reduces the rate of growth in total cost of care while improving health, quality of care, and patient experience going beyond simply helping practices to meet the transformation milestones as defined in DCHI Consensus Paper.

**3. Semi-annual assessment against milestones**

For each participating practice site, vendors should conduct an assessment of progress towards each practice transformation milestone. Assessments should be conducted every 6 months, noting milestones that have been achieved and any upcoming milestones that a practice site may be at risk of missing.

**B. Relationships of HCC, Vendors, and Providers**

The contract for practice transformation support will be between HCC and each vendor. HCC will develop a process to match PCPs with their vendors based on PCP preference and selection.

Each primary care practice site in Delaware can choose when to enroll for practice transformation support, based on the waves described in the DCHI Consensus Paper, and which vendor it wishes to engage. While practice sites will not need to have a formal contract with the vendor, they will be required to identify their preferred vendor during the enrollment process for practice transformation. Practices may engage any vendor or

STATE OF DELAWARE  
HEALTH CARE COMMISSION

none at all, but only vendors selected through this RFP will be funded by the Health Care Commission. Primary care practices may empower an accountable care organization, physician organization, clinically integrated network, or affiliated hospital system to select a vendor on their behalf. Vendors will be encouraged to consider such joint enrollment in organizing primary care providers into learning collaboratives and in assigning practice transformation consultants, to take advantage of the management capacity that these organizations may bring to the goals of practice transformation.

Vendors will be required to submit reports to HCC as outlined in **Section C** below.

**C. Reporting requirements**

Vendors shall be responsible for providing the following reports in a format provided by HCC including content requirements. At its discretion, HCC may share vendor reports with the Board of the DCHI.

1. **Start-up:** The vendor shall provide an initial report describing the vendor's completion of start-up activities, including, but not limited to, hiring of new staff, development of provider outreach and enrollment plans, and readiness to begin engaging with providers. The vendor shall submit a report on its provider outreach and enrollment approach within thirty days, and a final start-up report with the remaining information within 60 days of the notice of contract award.
2. **Monthly progress:** The vendor shall provide monthly progress reports to HCC, which may be shared with the DCHI Board of Directors. The progress report must include, but is not limited to, the following information: 1) list of practice sites enrolled; 2) current status of support for each site (e.g., pre-assessment transformation complete, tailored curriculum developed); 3) vendor activity for that month; and 4) any operating issues related to providing support, including, but not limited to, vendor capacity constraints or challenges with provider participation. Vendor should propose a set of metrics to demonstrate progress and measures overall effectiveness and report on these to the HCC in these monthly progress reports.
3. **Practice participation:** The vendor shall report on a quarterly basis the participation by each practice site in transformation activities, including but not limited to, practice enrollment, attendance at onsite coaching sessions, completion of online webinars, and participation in learning collaboratives.
4. **Risks:** The vendor shall submit a Risks Report on "at-risk" practices that are unlikely to achieve some or all milestones on the required timeline. For each at-risk practice site, the vendor shall submit a corrective action plan jointly developed with the practice site. The Risks Report shall be submitted quarterly. The vendor shall include an addendum to the monthly progress report for all practice sites that have a corrective action plan describing progress against the plan.
5. **Semi-annual assessment:** The vendor shall submit a report every 6 months upon completing an assessment of progress towards milestones at each practice site. The report shall describe the milestones that have been achieved by each practice site and provide summary statistics on the number of practice sites achieving each milestone for each enrollment wave.

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**D. Provider participation in practice transformation**

The DCHI Consensus Paper recommends that all PCPs be eligible for practice transformation support, although some practices that have already made investments into transformation may choose not to participate. Continued eligibility will be contingent on active engagement in all aspects of the practice transformation program and on progress towards transformation milestones.

As described in the DCHI Consensus Paper, DCHI has recommended that payers use the achievement of the transformation milestones as an input for determining practice readiness to receive care coordination funding.

**E. Vendor performance management and incentive structure**

HCC will engage with selected vendors to structure a contract that incentivizes efficient delivery of high-quality services. HCC and DCHI will jointly monitor vendor performance through vendor reporting and surveys of participating practices. Vendor payments will be based on a fixed fee paid per site per month (PSPM) for each practice enrolled in practice transformation efforts with a vendor. The PSPM amount is fixed for all practice sites regardless of their transformation status. PSPM is subject to successful performance (as described in **Section III.C**, vendors shall propose a set of metrics to demonstrate progress and measures success).

It is understood that vendors will have an implicit incentive to ensure high service levels given the potential for high satisfaction to lead to a higher share of provider participation in successive waves of enrollment.

**F. Planning assumptions**

Vendor should use the following planning assumptions to develop responses:

**1. Primary care providers**

For the purposes of this RFP, primary care providers are defined as primary care physicians – pediatrics, family medicine, general internal medicine – or advanced practice nurses working under Delaware’s Collaborative Agreement requirement.

**2. Expected schedule of transformation services**

HCC expects selected vendors to be prepared to: (a) initiate provider outreach and practice enrollment within 30 days of contract execution; (b) initiate at a minimum large-format introductory presentations to enrolled practices within 60 days of contract execution; and (c) initiate pre-transformation assessments and on-site

STATE OF DELAWARE  
HEALTH CARE COMMISSION

coaching within 90 days of contract execution. Vendors who demonstrate the capacity and capability to initiate practice transformation support more quickly may be advantaged either in award of a contract with HCC and/or provider enrollment.

**3. Practice participation**

Delaware's Model Testing grant application assumes that the majority of Delaware primary care practice sites will enroll for practice transformation support organized through this RFP over the next 4 years. There are expected to be 2 to 3 waves of enrollment for practice transformation support, with the first beginning in Fall 2015 and subsequent wave(s) following in 6-month increments after the initial enrollment. For purposes of this RFP, vendors should assume that each vendor will provide services to 40 – 100 practice sites in the first wave, depending on the number of vendors selected and practice enrollment. This is an assumption meant to inform vendor responses only.

**4. Vendor presence in Delaware**

HCC expects that transformation coaches, experts, and project leadership will be onsite in Delaware on a regular basis. HCC expects that vendors will demonstrate familiarity with Delaware and will be able to meet timelines for roll-out across the state.

**5. Technology**

HCC expects that, where appropriate, technology and services provided by the Delaware Health Information Network will be utilized to support practice transformation.

**6. Budget**

For purposes of evaluating vendor proposals, vendors should submit proposals based on a budget of \$12,000 per year of transformation support, on average, per primary care "site" enrolled, where a "site" is defined as a physical location with one lead clinician and one administrator who will be most actively involved in practice transformation support. HCC reserves the right to enter into negotiations with selected vendors that may modify this planning assumption, including scaling up or down the intensity of support in proportion with changes in the budget.

**G. Materials Required For Submission**

**1. Staffing ramp-up and provider outreach and enrollment plans**

Describe a week-by-week operational plan for hiring and training required staff, establishing a presence in Delaware if one does not already exist, developing provider outreach materials, and promoting practice enrollment for transformation support statewide. Describe approach to ensuring familiarity with Delaware's payer and provider landscape. Describe vendor's recruitment approach for any new staff required.

The contents of section G.1 shall be organized as follows:

- A summary timeline describing the overall ramp-up timeline
- Provider outreach and enrollment plan that describes the overall promotion strategy, channels, materials, and number of practices intended to be reached
- Recruitment plan for new staff and timeline by which new staff will be hired

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**2. Operating approach**

Describe vendor's approach to deliver each of the 3 requested services in **Section III.A**. Please describe staffing ratios per practice and how many practices could be supported concurrently. Describe vendor's ability to increase resources, if necessary, due to higher than expected enrollment and/or launching a new wave of practice site participation.

For each service, please also describe the following:

**a. Pre-transformation assessment**

Provide a detailed description of the proposed methodology for the initial assessment and how the results will be used to develop a tailored plan for each practice site. Describe any assumptions about prerequisite capabilities that participating practice sites may have in place at the start of transformation period.

**b. Practice transformation curriculum**

Provide a standard syllabus for Year 1 of transformation support and a separate standard syllabus for Year 2, based on the specifications in this RFP. Describe the approach to tailoring the curriculum to the needs of each practice site. Describe the vendor's ability to support practices in using data available through the Delaware Health Information Network and other integration with or utilization of DHIN services. The curriculum may include content delivered in any of the following modalities: learning collaboratives; large format in-person trainings; live webinars; recorded trainings; and on-site coaching.

Please organize responses to G.2.b as follows:

- Submit a syllabus for each year. Curricula should be built around the capabilities described on pages 4-6 of the DCHI Consensus Paper (Attachment 12). Syllabi should include the following information that includes
  - A list of capabilities and topics that will be addressed that year
  - The format, frequency, and topic to be covered for each modality
  - Expected number of participants per session

**c. Semi-annual assessment of milestones**

Provide a detailed description of the approach to assessing each practice site's progress against milestones.

Please organize responses to G.2.c as follows:

- Describe the assessment process
- Describe the feedback that will be provided to practices after each assessment
- Describe the approach for developing a corrective action plan if needed

**3. Staff expertise**

Provide the below information for the coaches, managers, and others who will be assigned to this project, based on the anticipated start date defined in Section I.

- Names, detailed resumes, and relevant experience. For each individual, please describe education, work history (including dates of employment, company name, and title), and expected role in Delaware. Specify the expected amount of time each person will spend on this project, and indicate key personnel. Please limit information on each person to 2 pages, single spaced.

STATE OF DELAWARE  
HEALTH CARE COMMISSION

- Ratio of experienced to newly hired coaches and leadership
- Plan to ensure that the vendor's best expertise is engaged in Delaware
- Other resources required

To the extent that the vendor anticipates hiring new staff to fulfill this contract, please provide both: a job description and hiring criteria for these positions, including estimated salary ranges, as well as examples of resumes for similar staff previously recruited by the vendor for the same role, whether in Delaware or another market. The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the vendor), the vendor shall notify the State and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The vendor shall not divert or otherwise replace any key personnel without the written consent of the State. The State may modify the contract to add or delete key personnel at the request of the vendor or State.

**4. Demonstrated effectiveness in similar contexts**

Provide a summary of the vendor's previous experience in delivering practice transformation support services that includes the following information:

- Total number of practices served
- Period of time over which the vendor has been providing services
- Any statistics on overall outcomes achieved (e.g., percent of practices that achieved NCQA PCMH recognition within 3 years).

Propose a set of metrics to measure progress and measure overall effectiveness of vendor's services.

Provide 3 case examples of similar projects that the vendor has supported within the last 5 years. Each case example is limited to 2 single-spaced pages. For each example, include:

- A summary of the overall goals, dates, number of practices supported, scope of services provided, and geographic coverage
- Timeline from contract award through practice enrollment and initiation of support
- Mix of new hires and experienced staff, and timeline for hiring and training new staff
- Project results
- Client references, including contact information

**5. Additional information**

Provide any additional information relevant to vendor's proposal not included in the prior required materials.

Submissions of the required information described in Section G should not exceed 40 single-spaced pages in 12 point font, inclusive of any supporting exhibits but excluding Attachment 13, staff resumes and descriptions, and case examples.

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**IV. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any of the items below may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the application process if required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work as outlined in **Section III.G** above and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection e.
5. Provide response to Employing Delawareans Report (Attachment 9)

**B. General Evaluation Requirements**

1. Staffing ramp-up and provider outreach and enrollment plans
2. Operating approach
3. Staff expertise
4. Prior experience

**V. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than 10 days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

STATE OF DELAWARE  
HEALTH CARE COMMISSION

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Helen Arthur, Director of Planning and Policy**  
**DELAWARE HEALTH CARE COMMISSION**  
**Margaret O'Neil Bldg.**  
**410 Federal St., Suite 7**  
**Dover, DE 19901**  
[Helen.Arthur@State.de.us](mailto:Helen.Arthur@State.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. 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 the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact 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.

**7. 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.

**8. Exclusions**

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

- d.** 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:
- e.** 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:
- f.** Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- g.** Has violated contract provisions such as;

STATE OF DELAWARE  
HEALTH CARE COMMISSION

- 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- h. Has violated ethical standards set out in law or regulation; and
- i. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. 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.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with   1   paper copies and   8   electronic copy on CD or DVD media disk. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 11:00am (**Local Time**) on bid opening date here The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kieran Mohammed  
Department of Health and Social Services  
HSS-15-030  
Herman Holloway Campus  
Main Administrative Building  
Procurement Unit  
Room 257  
1901 N. DuPont Hwy  
New Castle, DE 19720**

**Vendors are directed to clearly print “BID ENCLOSED” and “HSS# 15-030” on the outside of the bid submission package.**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **11:00am (Local Time)** on 8/12/2015 . Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission

STATE OF DELAWARE  
HEALTH CARE COMMISSION

to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through THE FIRST TERM OF THE CONTRACT. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

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 the submitting Vendor.

There will not be a public bid opening for this RFP. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**8. 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.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those

STATE OF DELAWARE  
HEALTH CARE COMMISSION

sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. 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.

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record"

STATE OF DELAWARE  
HEALTH CARE COMMISSION

as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting

STATE OF DELAWARE  
HEALTH CARE COMMISSION

assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **7/29/2015**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

STATE OF DELAWARE  
HEALTH CARE COMMISSION

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

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

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

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

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**22. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**1. Proposal Evaluation Team**

The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the DHCC Director or Cabinet Secretary, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
  - The State will seek vendors that can, as a group:
    - Provide a variety of types of practice transformation support
    - Serve practices of different sizes
    - Serve practices that are entering the transformation journey at different starting points
    - Serve practices across all geographies in the state
    - Collectively provide services to all eligible practices within the timeframe described in this RFP

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

STATE OF DELAWARE  
HEALTH CARE COMMISSION

<b>Criteria</b>	<b>Weight</b>
Staffing ramp-up and provider outreach and enrollment plans	<b>20</b>
Operating approach	<b>30</b>
Staff expertise	<b>15</b>
Demonstrated effectiveness in similar contexts	<b>15</b>
Value for estimated budget, budget appropriateness, and budget justification	<b>20</b>
<b>Total</b>	<b>100%</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

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

**4. References**

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

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**D. Contract Terms and Conditions**

**1. Mandatory Contract Use**

**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

**Contract Use by Other Agencies**

**REF: Title 29, Chapter 6904(e) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**3. General Information**

- a. The term of the contract between the successful bidder and the State shall be for one (1) year with three (3) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow

STATE OF DELAWARE  
HEALTH CARE COMMISSION

agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**4. Collusion or Fraud**

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

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

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

**5. Lobbying and Gratuities**

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

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

STATE OF DELAWARE  
HEALTH CARE COMMISSION

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

**6. Solicitation of State Employees**

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

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

**7. General Contract Terms**

**a. Independent Contractors**

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

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s)

STATE OF DELAWARE  
HEALTH CARE COMMISSION

provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

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

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

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Delaware Health Care Commission  
410 Federal St, Suite 7  
Margaret O'Neil Bldg.  
Dover, DE 19901  
Attn: Helen Arthur, Director of Planning & Policy**

**e. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of

STATE OF DELAWARE  
HEALTH CARE COMMISSION

Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

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

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

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor 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 vendor'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 vendor in their negligent performance under this contract.
2. The vendor 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 vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

STATE OF DELAWARE  
HEALTH CARE COMMISSION

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State,

STATE OF DELAWARE  
HEALTH CARE COMMISSION

even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**i. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**j. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**k. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**l. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Department of Health and Social Services (DHSS)

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing

STATE OF DELAWARE  
HEALTH CARE COMMISSION

the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement 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. This is not a termination for convenience and will not be converted to such.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of

STATE OF DELAWARE  
HEALTH CARE COMMISSION

the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of DHSS .

**q. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**r. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**s. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

STATE OF DELAWARE  
HEALTH CARE COMMISSION

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

**t. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**u. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**v. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**w. Severability**

STATE OF DELAWARE  
HEALTH CARE COMMISSION

If any term or provision of this Agreement 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 Agreement, 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.

**x. Scope of Agreement**

If the scope of any provision of the contract is determined to be 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 provisions shall be curtailed only to the extent necessary to conform to the law.

**y. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**z. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**aa. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly

STATE OF DELAWARE  
HEALTH CARE COMMISSION

engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-15-030** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**2. Definitions of Requirements**

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

**3. Production Environment Requirements**

STATE OF DELAWARE  
HEALTH CARE COMMISSION

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**F. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11- Professional Services Agreement (GSS Contract Boilerplate for review only)
- Attachment 12 - Practice Transformation Consensus Paper adopted by the DCHI Board (DCHI Consensus Paper)
- Attachment 13 - Mix and intensity of services provided
- Attachment 14 – Bidder’s Signature Form
- Attachment 15 – Certification Sheet
- Attachment 16- Statement of Compliance
- Attachment 17- Budget sample
- Appendix A – Minimum Response Requirements [Not Applicable]
- Appendix B – Scope of Work / Technical Requirements

STATE OF DELAWARE  
HEALTH CARE COMMISSION

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STATE OF DELAWARE  
HEALTH CARE COMMISSION

**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5 and 9 and 13, 14,15 & 16 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

**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 (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to [Helen.Arthur@state.de.us](mailto:Helen.Arthur@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.

**AGENCIES MAY NOT REMOVE SUBCONTRACTING 2<sup>ND</sup> TIER REPORTS –**  
Reporting is required by Executive Order.

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

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

STATE OF DELAWARE  
HEALTH CARE COMMISSION

during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE  
HEALTH CARE COMMISSION

Attachment 1

NO PROPOSAL REPLY FORM

Contract No.HSS-15-030

Contract Title: Practice Transformation  
Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE  
HEALTH CARE COMMISSION

**Attachment 2**

**CONTRACT NO.:** HSS# 15-030  
**CONTRACT TITLE:** Practice Transformation Services  
**DEADLINE TO RESPOND:** 8/12/2015 at 11:00 AM (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Health Care Commission

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Health Care Commission.

COMPANY NAME \_\_\_\_\_ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





STATE OF DELAWARE  
DHSS/DHCC

Attachment 5

**Contract No.** HSS# 15-030  
**Contract Title:** Practice Transformation Services

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

STATE OF DELAWARE  
DHSS/DHCC

**Attachment 6**

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. HSS# 15-030	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor



STATE OF DELAWARE  
DHSS/DHCC

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

STATE OF DELAWARE  
DHSS/DHCC

**Attachment 9**

**Contract No.** #HSS 15-030  
**Contract Title:** Practice Transformation Services

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_  
Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_
3. Total number of employees of the bidder: \_\_\_\_\_
4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_
2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

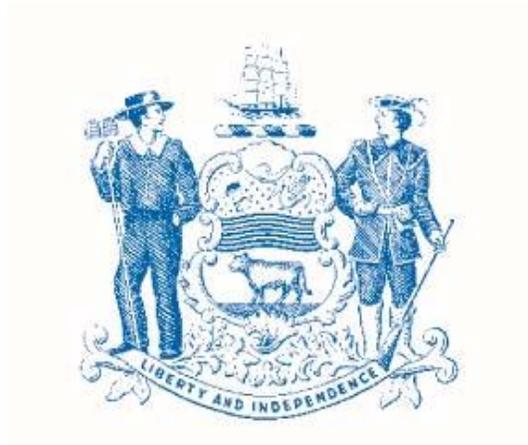
“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

**PROFESSIONAL SERVICES AGREEMENT**  
for  
**[ENTER CONTRACT NAME]**  
**Contract No. [Enter Contract Number]**

This Professional Services Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ (Effective Date) and will end on \_\_\_\_\_, 20\_\_, by and between the State of Delaware, Department of \_\_\_\_\_, Division of \_\_\_\_\_, \_\_\_\_\_ ("Delaware"), and \_\_\_\_\_, (the "Vendor"), with offices at \_\_\_\_\_.

WHEREAS, Delaware desires to obtain certain services to \_\_\_\_\_; and \_\_\_\_\_.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

**1. Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as Appendix \_\_\_\_; and (c) Vendor's response to the request for proposals, attached hereto as Exhibit \_\_\_\_\_. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

**2. Payment for Services and Expenses.**

- 2.1. The term of the initial contract shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

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- 2.2. Delaware will pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix [REDACTED].
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work will not exceed the fixed fee amount of \$[REDACTED]. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor 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 Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.6. 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.
- 2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.8. Invoices shall be submitted to:

**3. Responsibilities of Vendor.**

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the 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, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

STATE OF DELAWARE  
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- 3.2. It shall be the duty of the Vendor 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. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor'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 Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor 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 Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement

- 3.5. 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, Vendor 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 Vendor 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 Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor 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.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

**4. Time Schedule.**

- 4.1. A project schedule is included in Appendix A.

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- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor 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 shall suspend the payments scheduled as set forth in Appendix A.

**5. State Responsibilities.**

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
  - a. Copies of reports, surveys, records, and other pertinent documents;
  - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

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**6. Work Product.**

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor 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 Vendor retains title, whether individually by Vendor 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.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**7. Confidential Information.**

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

**8. Warranty.**

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor 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.
- 8.2. 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 Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor 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.

STATE OF DELAWARE  
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**9. Indemnification; Limitation of Liability.**

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
  - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
    - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
    - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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 Vendor;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
  - 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 Vendor's opinion is likely to be, held to be infringing, Vendor 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.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

**10. Employees.**

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

STATE OF DELAWARE  
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10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

**11. Independent Contractor.**

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

**12. Suspension.**

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

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

STATE OF DELAWARE  
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**13. Termination.**

13.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3. If termination for default is effected by Delaware, Delaware will pay Vendor 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 Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

STATE OF DELAWARE  
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- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**14. Severability.**

If any term or provision of this Agreement 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 Agreement, 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.

**15. Assignment; Subcontracts.**

- 15.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 15.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 15.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 15.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

**16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**17. Non-Appropriation of Funds.**

- 17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement 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.
- 17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

STATE OF DELAWARE  
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**18. State of Delaware Business License.**

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

**19. Complete Agreement.**

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3. Vendor may not order any product requiring a purchase order prior to Delaware'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 Agreement 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. Miscellaneous Provisions.**

20.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

STATE OF DELAWARE  
DHSS/DHCC

- 20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 20.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

**21. Insurance.**

21.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or
- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions..

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Health Care Commission  
Margaret O'Neil Building  
410 Federal St., Suite 7  
Dover, DE 19901  
Attn: Helen Arthur, Director of Planning & Policy  
Email: [Helen.Arthur@state.de.us](mailto:Helen.Arthur@state.de.us)

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

**22. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes

STATE OF DELAWARE  
DHSS/DHCC

of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

**23. Governing Law.**

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

**24. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

(Agency contact address) \_\_\_\_\_

VENDOR:

(Vendor contact address) \_\_\_\_\_

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

**STATE OF DELAWARE**  
**DEPARTMENT OF** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VENDOR**

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

STATE OF DELAWARE  
DHSS/DHCC

**AGENCIES MAY ELECT TO UTILIZE THIS FORM TO ENSURE PROPOSAL CONSISTENCY BETWEEN VENDORS. THIS FORM IS NOT A REQUIREMENT.**

**APPENDIX A  
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. **Enter number of copies (i.e. Six (6))** paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. **Enter number of copies (i.e. One (1))** electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from

STATE OF DELAWARE  
DHSS/DHCC

all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

STATE OF DELAWARE  
DHSS/DHCC

**APPENDIX B  
SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**Attachment 13: Mix and intensity of services provided**

In the tables below, describe the proposed units for each modality of service (e.g., 60 minutes of onsite coaching with the practice manager, 1 30-minute webinar with Q&A functionality) for the “basic” curriculum and the “advanced” curriculum (if different). For each modality, describe the average number of units of support provided in the curriculum for a typical practice and the average cost per unit. Assume a budget of \$12,000 annually per participating practice site, on average, regardless of starting point (i.e., “basic” or “advanced”). HCC reserves the right to enter into negotiations with selected vendors that may modify this budget, including scaling up or down the intensity of support in proportion with changes in the budget. Costs per unit should be inclusive of overhead and management costs.

**BASIC curriculum**

This curriculum should be targeted to practices that are at the beginning of the transformation process as described in the DCHI Consensus Paper (i.e., do not meet all or most of the transformation milestones).

<b>Modality of service</b>	<b>Description</b>	<b># units per PCP site</b>	<b>Cost per unit</b>	<b>Cost per PCP site</b>
Pre-transformation assessment	Initial assessment to identify current capabilities and progress against transformation milestones, used to tailor curriculum	___ hours of initial assessment	\$___per hour	\$____per site per year of support
Semi-annual assessment	Semi-annual assessment of progress towards each practice transformation milestone	___ hours per semi-annual assessment	\$___per hour	\$____per site per year of support
Learning collaboratives	Small-group meetings of 5-15 practice sites, represented by office managers	___ hours of meetings per year of support	\$___per hour	\$____per site per year of support
Large-format in-person training	Large-format trainings, conferences or symposia	___ hours of large-format training	\$___per hour	\$____per site per year of support
Live webinars	Hosted webinars with live Q&A	___ hours of live hosted webinars	\$___per hour of hosted webinars	\$____per site per year of support
Recorded online trainings (self-serve)	Self-serve, recorded webinars	___ recorded webinars	\$___per webinar	\$____per site per year of support
On-site coaching	One-on-one coaching with practice manager, physician champion, or small group at the practice site	___ hours of on-site coaching per year of support	\$___per hour	\$____per site per year of support
Other				\$____per site per year of support
<b>Total per PCP site per year of support</b>				<b>\$___ per site per year of support</b>

STATE OF DELAWARE  
DHSS/DHCC

**Advanced curriculum:**

This curriculum should be targeted to practices that have completed transformation for Milestone #1 through Milestone #4 as described in the DCHI Consensus Paper.

<b>Modality of service</b>	<b>Description</b>	<b># units per PCP site</b>	<b>Cost per unit</b>	<b>Cost per PCP site</b>
Pre-transformation assessment	Initial assessment to identify current capabilities and progress against transformation milestones, used to tailor curriculum	___ hours of initial assessment	\$___per hour	\$_____per site per year of support
Semi-annual assessment	Semi-annual assessment of progress towards each practice transformation milestone	___ hours per semi-annual assessment	\$___per hour	\$_____per site per year of support
Learning collaboratives	Small-group meetings of 5-15 practice sites, represented by office managers	___ hours of meetings per year of support	\$___per hour	\$_____per site per year of support
Large-format in-person training	Large-format trainings, conferences or symposia	___ hours of large-format training	\$___per hour	\$_____per site per year of support
Live webinars	Hosted webinars with live Q&A	___ hours of live hosted webinars	\$___per hour of hosted webinars	\$_____per site per year of support
Recorded online trainings (self-serve)	Self-serve, recorded webinars	___ recorded webinars	\$___per webinar	\$_____per site per year of support
On-site coaching	One-on-one coaching with practice manager, physician champion, or small group at the practice site	___ hours of on-site coaching per year of support	\$___per hour	\$_____per site per year of support
Other				\$_____per site per year of support
<b>Total per PCP site per year of support</b>				<b>\$___ per site per year of support</b>

**Attachment 12: Primary Care Practice Transformation Consensus Paper adopted by the DCHI Board**

**Introduction**

Since July 2014, the Delaware Center for Health Innovation (DCHI) has been convening stakeholders to establish goals for primary care practice transformation as a key element of Delaware's Health Innovation Plan, contributing to our broader aspirations for improved health, health care quality and experience, and affordability for all Delawareans. While our early work has focused on primary care, in the future we hope to build on this foundation with improved behavioral health and specialty care, as well as better integration among primary care, behavioral health, and specialty care.

In this white paper, we summarize the consensus of local stakeholders, as adopted by the DCHI Board of Directors, with respect to: (1) a vision for primary care; (2) milestones and timeframes for practice transformation; (3) recommendations for the type of practice transformation support to be made available to providers through the State Innovation Models (SIM) Testing Grant awarded by the Centers for Medicare and Medicaid Innovation and administered by the Delaware Health Care Commission (HCC); and (4) recommendations to payers for the alignment of provider eligibility for care coordination funding and outcomes-based payment models with achievement of practice transformation milestones.

**DELAWARE HEALTH INNOVATION PLAN**

Delaware aspires to be a national leader on each dimension of the Triple Aim: better health, improved health care quality and patient experience, and lower growth in per capita health care costs.

In 2013, the Delaware Health Care Commission (HCC) convened stakeholders across the state – including consumers, providers, payers, community organizations, academic institutions and state agencies – to work together to build a strategy to achieve these goals. That work culminated in Delaware's State Health Care Innovation Plan followed by the award of a four-year, \$35 million State Innovation Model Testing Grant from the Center for Medicare and Medicaid Innovation to support the implementation of this plan.

Combined with additional investments by purchasers, payers, and providers of care in Delaware, grant funds are intended to support changes in health care delivery to create more than \$1 billion in value through 2020. The Delaware Center for Health Innovation was established in the summer of 2014 to work with the Health Care Commission and the Delaware Health Information Network (DHIN) to guide the implementation of the strategy as described in the State Health Care Innovation Plan as a partnership between the public and private sectors.

**PRACTICE TRANSFORMATION AS ONE OF THREE FORMS OF SUPPORT**

Leaders in Delaware's provider community agree that better integrating and coordinating care for high-risk populations will require meaningful changes in operational processes and new capabilities for primary care providers. Over the past several months, DCHI has contemplated three forms of support for primary care providers, including independent providers and those working as part of a larger group, system or network. Working definitions are provided below as context for our recommendations in the pages that follow.

- **Practice transformation support** describes transitional financial support and/or technical assistance to help providers adopt changes in clinical and operational processes. While the transformation of primary care practices to population-based models of care delivery may be a journey of continuous improvement, we refer here to finite support over one or two years.
- **Care coordination funding** would help providers coordinate care between patients' office visits or other encounters with the health care system. Advances could include improved communication and coordination between patients and their providers, or among otherwise unconnected providers. Care coordination may be funded through the introduction of fee-for-service payments tied to activities, fixed payments paid per member per month or some similar basis. **Outcomes-based payments** may be paid to providers for quality, experience and efficiency. The Delaware State Health Innovation Plan reflects stakeholder consensus that payers should offer primary care providers (or their affiliated groups or

STATE OF DELAWARE  
DHSS/DHCC

systems) two types of outcomes-based payment models: Total Cost of Care (TCC) models that pay providers for controlling growth in the per capita total cost of care including primary care, medical care, behavioral health care, and pharmacy; as well as Pay-for-Value (P4V) models that pay providers for efficiency based on one or more measures of utilization as a proxy for total cost of care. Stakeholders recommended that under either model, providers should achieve standards for quality and patient experience to receive payments tied to the efficiencies achieved.

### **New Capabilities Required in Primary Care**

As part of Delaware's State Health Innovation Plan, our vision is that all Delawareans should receive convenient, effective, well-coordinated care throughout the health care system in a way that supports the Triple Aim. DCHI recognizes that multiple models of coordinated care are already being adopted by Delaware PCPs, including Patient-Centered Medical Homes, and models that colocate primary care and specialists. Many PCPs have already begun to transform some parts of their practices and will continue making advances from a variety of starting points.

Primary care providers, regardless of their coordinated care model, should demonstrate the following nine capabilities and be supported by all payers across Medicare, Medicaid and commercial segments:

- 1. Panel management: Understanding the health status of the patient panel and setting priorities for outreach and care coordination based on risk.** Practices define and identify the highest-risk members of the patient panel. Providers develop and execute on an outreach plan for identified high-risk patients. The practice prioritizes these patients for care coordination, appropriate care interventions, and self-management education.
- 2. Access improvement: Introducing changes in scheduling, after-hours care, and/or channels for consultation to expand access to care.** Providers develop and implement approaches to expanding access to care, and adapt based on identified patient needs and preferences. Approaches to expanding access may include after-hours and same-day appointments, phone consultations with licensed health professionals, and consultation by email, text or other technology.
- 3. Care management: Proactive care planning and management for high-risk patients.** Practices identify high-risk patients, develop team-based interventions to deliver appropriate care, coordinate resources external to the practice when necessary, and track progress. Providers use information on patients' health risks and tailor responses accordingly.
- 4. Team-based care coordination: Integrating care across providers within the practice, across the referral network, and in the community.** Practices identify a multi-disciplinary care team that may include physicians, nurses, medical assistants, pharmacists, social workers, and other clinical staff. Practices coordinate activities and promote communication across the team involved in a patient's care and integrate specific approaches for this collaboration into their operating model (e.g., by setting up case conferences). Practices also develop systems to coordinate with external stakeholders, such as outpatient specialists, hospitals, emergency rooms and urgent care centers, rehabilitation centers, community resources, and the patient's support system. Coordination improves care planning, diagnosis and treatment, management through transitions of care, and patient coaching to improve treatment adherence. This capability includes integration of primary care practices with behavioral health providers where possible.
- 5. Patient engagement: Outreach, health coaching, and medication management.** Practices develop a culture centered on understanding and responding to patient needs. Further, practices offer patient engagement tools and self-management programming. Approaches may include patient education, incentives, and/or technology enablement. Practices develop and execute on patient engagement plans focusing on high-risk patients in particular.
- 6. Performance management: Using reports to drive improvement and participation in value-based payment models.** Practices integrate a performance management approach into their daily operations, building on Delaware's Common Scorecard. Performance management involves tracking relevant metrics,

STATE OF DELAWARE  
DHSS/DHCC

utilizing performance measurement data to inform, design, and/or improve interventions; and developing a culture of continuous improvement.

- 7. Business process improvement: Budgeting and financial forecasting, practice efficiency and productivity, and coding and billing.** Practices implement business management and financial planning processes required to participate in incentive payment structures and shared savings models. Practices incorporate budgeting and financial forecasting tools to: 1) develop quarterly and annual budgets; 2) forecast resource allocation required to operate during and after transformation; and 3) estimate financial impact of incentive payments. Practices may consider making structural changes in their workflows to ensure efficient, productive team-based care delivery. Practices also adjust billing and coding processes where necessary to support transformation, including reporting requirements for performance measurement on the Common Scorecard.
- 8. Referral network management: Promoting use of high-value providers and setting expectations for consultations.** Practices seek out timely information on providers that are part of their patients' extended care teams from open sources as well as Delaware stakeholders (e.g., health systems, payers, other practices) to identify providers that deliver care consistent with the goals of the Triple Aim. Practices regularly strengthen the performance of their referral network through a number of approaches that may include, for example, setting clear expectations for partners, and establishing and tracking performance metrics.
- 9. Health IT enablement: Optimize access and connectivity to clinical and claims data to support coordinated care.** To coordinate care, practices use health IT tools, including electronic health records, practice management software, and data from DHIN. Practices effectively interpret data, use health IT as a component of their workflow, and support expansion of the Community Health Record with clinical data.

### Practice Transformation Support

Consistent with Delaware's State Health Innovation Plan and State Innovation Model (SIM) Testing Grant application, DCHI strongly recommends that support be provided to primary care practices to build the capabilities and adopt the processes outlined here. This will help equip them to manage the health, health care, and associated costs for their entire patient panels across all payers.

Here we outline the DCHI Board's recommendations for the use of SIM-grant funds for practice transformation support, and for the overall funding model including co-funding by payers, health systems, or other stakeholders.

- 1. Technical assistance should be provided to primary care providers.** Only a small fraction of primary care providers in Delaware have developed the full range of capabilities in population-based primary care described here. DCHI strongly supports the need for technical assistance to providers to transform their practices and the Health Care Commission's plans to provide this support through contracting with one or more vendors (see the Request for Information issued in February, 2015.)
- 2. A limited number of vendors should be contracted.** Contingent on vendor qualifications and interest, practices should be able to choose between at least two practice transformation vendors, both to support provider choice and to promote vendor accountability. Given the "competing demand" for practice transformation support nationwide, we recommend that the total number of vendors should be kept small (e.g., 2 - 4) to ensure that the value of the Delaware contract is concentrated enough to draw strong interest from vendors and sustained commitment beyond contract award. We also believe that a limited number of vendors will minimize complexity.
- 3. Contracted vendors should provide a standard level of support, but the curriculum should be tailored to individual practice needs.** A practice's specific needs for transformation support may vary. We recommend that vendors be asked to provide a standard level of support to all practices participating in the program and be able to tailor support to a practice's needs. By standard level of support, we mean for example that all practices may have access to the same frequency of webinars, learning collaboratives or larger format training programs, for example, as well as on-site coaching. But the focus of support—

STATE OF DELAWARE  
DHSS/DHCC

particularly on-site coaching—should be tailored to each practice’s needs and preferences as determined by an assessment conducted by the vendor and through close and ongoing collaboration between the practice and the vendor.

- 4. All PCP practices should be eligible to apply for practice transformation support, independent of practice size or affiliation.** While practice transformation support is especially critical for small independent practices that lack the scale or working capital to undertake transformation independently, we believe that all primary care providers should be eligible to apply for grant-funded practice transformation support, regardless of scale or organizational affiliation. We anticipate, however, that some health system-owned practices may choose to access transformation support independent of the grant-funded program.
- 5. Grant funding should help practices achieve the basic capabilities necessary to prepare to make full use of care coordination and outcomes-based payment.** We recommend that SIM grant-funded support be prioritized for practices requiring basic capabilities necessary to prepare to make full use of care coordination and outcomes-based payment. Practices that already have transformed or earned certification from NCQA or another nationally recognized organization may forgo participation in SIM grant-funded practice transformation support and instead work with one or more payers to initiate care coordination funding and/or outcomes-based payments.
- 6. Enrollment in practice transformation support should be staged in two or three “waves” over the next two to three years.** We anticipate that transformation support may begin this fall or winter to help practices prepare for care coordination payments in 2016. Many practices may benefit from practice transformation support who are unable to make the time commitment in the coming year and may appreciate support at a later date. We therefore recommend two or more “waves” of practice transformation support, with the second wave starting 6 to 12 months after the beginning of the first.
- 7. Practice transformation support should be structured as a one-year program, renewable for a second year if funding is available.** We anticipate that SIM grant funds allocated for practice transformation will be sufficient for nearly all primary care practices in Delaware to receive at least one year of support, although some practices may not take advantage of this support for reasons previously cited. We recommend that vendor contracts be renewable for a second year, and that practices be eligible to apply for a second year of practice transformation support, subject to: sustained practice interest and commitment; achievement of early transformation milestones; adoption of outcomes-based payment for one or more major payers aligned with the principles for outcomes-based payment as embraced by DCHI; and the availability of funds.

### Transformation Milestones and Pace

DCHI envisions a primary care model that effectively treats and coordinates the care of a population of patients throughout their health care experience. The capabilities and support model described earlier are meant to accelerate progress toward this vision. DCHI recommends a standard set of “transformation milestones” to measure progress towards this vision over a given period.

These milestones are grounded in the National Committee on Quality Assurance (NCQA)’s Patient Centered Medical Home (PCMH) certification program and tailored to the needs of Delaware. This approach ensures that DCHI’s recommendation aligns with clear national standards as well as a commonly used approach among practices in Delaware today. An explanation is provided for each milestone, including the intent and the conditions that need to be met. (For more details about measurement and milestones, please see the Appendix.)

Practices should reach all transformation milestones in 18-24 months. Timelines should be used for reference only; they reflect the maximum expected amount of time for practices to achieve the milestones without previous transformation efforts. At the beginning of transformation, practices will work with vendors to develop individual transformation plans that adjust these timelines:

- 1. Identify the 5% of panel at the highest risk and highest priority for care coordination (6 months).**  
This milestone describes a practice’s ability to develop and maintain a registry of patients likely to benefit

STATE OF DELAWARE  
DHSS/DHCC

from care coordination. This milestone is a foundation of coordinating care for a panel of patients. To reach it, a practice must have clear criteria for identifying people at “high risk” who require care coordination and develop a process for regularly maintaining and updating a registry of those patients.

- 2. Provide same-day appointments and/or after-hours access to care (6 months).** This milestone describes a practice’s ability to improve access to primary care for their patients. Improved access helps reduce unnecessary trips to the emergency room and even hospital admissions. To reach this milestone, practices, even those with walk-in access today, must demonstrate that all patients can make same-day scheduled appointments for urgent issues. Patients may access the clinician and care team for routine and urgent care needs through office visits by telephone, secure electronic messaging or other technology.
- 3. Implement a process for following up after hospital discharge (6 months).** This milestone describes a practice’s capability to proactively engage with patients following an acute event. Effective transitions of care—between primary care and specialist providers, between facilities, between outpatient practices and institutional settings—ensure that patient needs are met over time and that information is effectively shared across people, functions and sites. To reach this milestone, practices must demonstrate that they regularly identify, reach out to, and schedule follow-up appointments (where appropriate) after patients have been discharged from a hospital.
- 4. Supply voice-to-voice coverage to panel members 24/7 (e.g., patient can speak with a licensed health professional at any time) (12 months).** Along with milestone #2, this milestone describes a practice’s capability to improve access to primary care. Improved access can help reduce unnecessary emergency room visits and hospital admissions. To reach this milestone, a practice must have a written process and defined standards for providing 24/7 access to clinical advice and implement this process using the defined standards.
- 5. Document sourcing and implementation plan for launching a multi-disciplinary team working with the highest-risk patients to develop a care plan (12 months).** This milestone describes a practice’s approach to implementation of transition to team-based, integrated, patient-centered coordinated care for the 5% of patients identified in milestone #1. This sets the stage for a transition to coordinated care and application for care coordination funding to support implementation. This is the planning stage for achieving milestone #8. To reach this milestone, a practice must define its approach for sourcing care coordination support (e.g., through vendor support or by hiring a care coordinator), identify the members of the care team, and document the practice’s approach to implement team-based care and develop care plans for high-risk patients.
- 6. Document plan to reduce emergency room overutilization (12 months).** This milestone describes a practice’s ability to support patients to avoid unnecessary utilization of the emergency room. This milestone is important because unnecessary utilization is costly and increases the likelihood of a preventable hospitalization. To reach this milestone, the practice must document a specific plan that extends beyond implementing milestones #2 and #4 (to expand access). It may include identifying frequent ER users, establishing robust information flow between the practice and the ER, and closely tracking follow-up to prevent repeat unnecessary ER visits.
- 7. Implement a process for contacting patients who did not receive appropriate preventive care (18 months).** This milestone describes a practice’s ability to use registries and proactive reminders to address preventive care needs for their entire panel of patients, not just the high-risk patients identified in milestone #1. This can help with early identification of new conditions and disease progression and avoid costly acute complications. To reach this milestone, the practice must demonstrate that it regularly generates reports of patients who have not received preventive care according to evidence-based guidelines and that it uses these reports to remind patients about preventive services.
- 8. Implement a multi-disciplinary team working with highest-risk patients to develop care plans (24 months).** This milestone describes a practice’s implemented capability to deliver team-based, integrated, patient-centered care for those patients with the greatest need for care coordination (i.e., the 5% of patients identified in milestone #1). This requires a holistic and comprehensive approach to engaging with patients over time to help them navigate the health system. To reach this milestone, a practice must identify the

STATE OF DELAWARE  
DHSS/DHCC

care team, implement a regular process for that care team to coordinate care for high-risk patients, and develop care plans for all of its high-risk patients consistent with the CMS definition of a care plan (for details, please see the Appendix).

- 9. Document a plan for patients with behavioral health needs (24 months).** This milestone describes a practice's ability to integrate primary care and behavioral health care for patients with behavioral health needs. Many high-risk patients have multiple chronic medical and behavioral health conditions, and siloes of primary care and behavioral health systems do not support the holistic care for these patients. To reach this milestone, a practice must develop and document a plan for managing patients with behavioral health needs, including approaches to identifying those with behavioral health needs, developing care plans, and establishing practice workflows to integrate primary and behavioral health care.

### **Eligibility for Care Coordination Funding and Outcomes-Based Payments**

As noted, practice transformation support is one of three forms of support to help primary care providers improve capabilities and performance, the other two being funding for care coordination funding and outcomes-based payments. DCHI strongly recommends that all payers offer some form of care coordination funding as well as outcomes-based payments for primary care providers tied to the DCHI Common Scorecard, based on detailed design still in development by DCHI in consultation with the DHIN and local stakeholders.

Outcomes-based payments may enable practices to make long-term investments in more advanced practice transformation and to self-fund care coordination. But for many providers new to population health management—particularly small independent physician practices who lack working capital—outcomes-based payments may seem too uncertain to justify investments in care coordination. We therefore recommend that payers offer some form of up-front funding for care coordination.

Funding of care coordination represents a meaningful investment that has the potential to reduce the total cost of care, but many practices will find that the costs associated with care coordination may not be fully offset by savings in the first year. Payers and purchasers of health insurance may therefore wish to establish criteria for determining which primary care providers have the basic capabilities in place to maximize the potential for return on investment from care coordination funding. We recommend that they use the practice transformation milestones defined by DCHI, with input from practice transformation vendors, to assess practices' readiness for care coordination funding.

Between June and August, DCHI will continue to work with payers and other stakeholders to align eligibility for care coordination funding with achievement of DCHI-recommended practice transformation milestones. We will also work to define in further detail our expectations for the scope and intensity of care coordination, as well as the associated costs, so that payers and providers entering into new arrangements have a shared understanding of what will be expected of providers, and the funding level necessary to match those expectations.

### **Appendix**

#### **CONDITIONS FOR REACHING TRANSFORMATION MILESTONES**

A practice should meet all of these conditions to reach a milestone. These milestones were developed based on NCQA PCMH Standards and Guidelines from 2014, adjusted for Delaware-specific considerations. Several milestone descriptions rely on language from NCQA:

- 1. Identify 5% of panel that is at the highest risk and highest priority for care coordination (6 months)**
  - **Definition:** The practice has a documented definition of which patients it considers the highest risk and the highest priority for care coordination. Practices may choose to prioritize the highest-cost or highest-utilization patients, but each practice must develop a definition that suits its population and priorities. The practice should document an evidence-based rationale for its definition.

STATE OF DELAWARE  
DHSS/DHCC

- **Criteria:** The practice has specific documented criteria for identifying the highest-risk patients. These criteria may include the frequency of ER visits, hospital readmissions, numbers of imaging or lab tests ordered, numbers of prescriptions, high-cost medications, secondary specialist referrals, and notifications from health plans indicating high cost or high utilization.
- **Data sources and processes:** The practice has established documented data sources and data-handling processes to identify the highest-risk patients. The most basic version could imply working with a payer to source a list of the 5% of patients with the highest risk. Practices may develop or tailor the list of highest-risk patients using claims information, electronic medical records, practice management systems, recommendations of key staff, or other data sources. In addition, the practice has a process to allow for referrals by external entities and/or families and caregivers.
- **Data lag:** The lag in the data that the practice uses to develop its list of highest-risk patients is short enough (e.g., 6 months or shorter) to allow for timely identification of patients needing focused care coordination.
- **Frequency:** The practice updates its documented list of the top 5% highest-risk patients at least semi-annually.

**2. Provide same-day appointments and/or after-hours access to care (6 months)**

- **Reserving time for same-day appointments:** The practice reserves time for same-day appointments (also referred to as “same-day scheduling”) for routine and urgent care based on patient preference and need. In this approach, the practice prioritizes urgent care. Adding ad hoc or unscheduled appointments to a full day of scheduled appointments does not meet the requirement. The practice has a documented policy of reserving time for same-day appointments.
- **Scheduling same-day appointments:** The practice has implemented a process for scheduling same-day visits for patients with routine and urgent needs. The practice monitors use of same-day appointments to ensure that patients can use this feature. In this approach, the practice prioritizes urgent care. The practice has a documented policy on same-day scheduling.
- **Scheduling with extended access:** The practice schedules appointments outside its typical daytime schedule. For example, it may open for appointments at 7 AM or remain open until 8 PM on certain days, or it may be open on two Saturdays each month. Provision of 24/7 access is not required to meet this milestone. A documented approach to reasonable extension of office hours beyond the regular schedule could meet the requirement. If a practice is too small to provide care beyond regular office hours, it may arrange for patients to schedule appointments with other (non-ER, non-urgent care) facilities or clinicians. Providing extended access does not include offering daytime appointments when the practice would otherwise be closed for lunch, or offering daytime appointments when the practice would otherwise close early, such as on a weekday afternoon or holiday.
- **Patient needs-centered approach:** The practice provides appointment times that meets patient needs. Practices are encouraged to assess patient need for appointments outside normal business hours. Suggesting that patients locate the nearest ER or urgent care facility does not meet the intent of this requirement. The practice has a documented approach or policy to ensuring access that meets patient needs.

**3. Implement a process of following up after patient hospital discharge (6 months)**

- **Identification:** The practice or external organization has a process for obtaining patient discharge summaries, such as directly or through a vendor. The practice has a documented approach to systematically obtain timely discharge information.
- **Follow-up:** The practice implements a documented approach for contacting patients following an ER visit or hospital discharge. Follow-up should include an evaluation of patient status and scheduling of a follow-up appointment, if appropriate. Proactive contact includes offering patients appropriate care to prevent worsening of their condition and encouraging follow-up care. In addition to scheduling an

STATE OF DELAWARE  
DHSS/DHCC

appointment, follow-up care includes, but is not limited to, physician counseling; referrals to community resources, and disease, case management or self-management support programs. The practice has a documented policy of contacting patients upon an ER visit or hospital discharge, including definition of an appropriate timeframe for follow-up.

4. **Supply voice-to-voice coverage to panel members 24/7 (e.g., patient can speak with a licensed health professional at any time) (12 months)**
  - **Coverage availability:** Patients can seek and receive interactive clinical advice by telephone or other technology with a licensed health professional, with questions answered in real time. Consultation with a clinician by phone or through other technology meets the requirement; recorded messages do not. The clinician returns calls in the timeframe defined by the practice to meet the clinical needs of the patient population. The practice’s approach includes a method for ensuring access by practice clinicians when the office is closed. The practice may have different standards for when the office is open and when the office is closed.
5. **Document sourcing and implementation plan for launching a multi-disciplinary team working with highest-risk patients to develop a care plan (12 months).**
  - **Sourcing plan:** The practice documents the approach to securing resources for transition to and implementation of care coordination services, including:
    - Identifying resources for care coordination, such as external vendors, medical neighborhood shared care coordinators, and own care coordinators
    - Operational plan to retain care coordination resources, such as a vendor retention timeline and plan and care coordinator hiring plan.
  - **Implementation plan:** The practice documents the approach to launching its transition to coordinated care, including :
    - Plan for setting up and developing care coordination infrastructure, such as a care team and care planning
    - Operational plan of integration of care coordination resources with practice processes.
6. **Document plan to reduce emergency room overutilization (12 months)**
  - **Definition:** The practice has a documented definition of patients with high ER utilization. It typically includes patients with the highest ER utilization or highest ER costs, but the practice should develop a definition that best suits its population and care priorities. The practice also documents an evidence-based rationale for its definition.
  - **Identification of high utilizers:** The practice has a documented approach to working with hospitals, freestanding ERs, and health plans to identify patients who visited the ER. Documentation specifies how data sources, such as claims information, will be used to identify high utilizers.
  - **Access to urgent care:** The practice has a documented approach to providing urgent care through same-day and after-hours access as a substitute to ER visits. Patients with high ER utilization may receive priority access to available appointments.
  - **Patient education:** The practice has documented approach to educating patients about ER alternatives, with a focus on patients with high ER utilization.
  - **Follow-ups:** The practice has documented approach to contacting patients after discharge from an ER. Practice policies define the appropriate contact period. Proactive contact includes scheduling a follow-up appointment, as appropriate. In addition to appointment scheduling, proactive contact includes, but is not limited to:
    - Physician counseling
    - Referrals to community resources

STATE OF DELAWARE  
DHSS/DHCC

- Referrals to disease management, case management, or self-management support programs.

**7. Implement the process of contacting patients who did not receive appropriate preventive care (18 months)**

- **Patient identification:** The practice proactively identifies populations of patients who need preventive care based on patient information, EHR and clinical data, health assessments and evidence-based guidelines. The practice generates reports for at least two preventive care services beyond routine immunizations, such as well-child visits, pediatric screenings, mammograms, fasting blood sugar, and stress tests.
- **Reminders:** The practice uses reports to remind patients or their families or caregivers about preventive services. Any channel may be used for reminders, including mail, email, telephone, and text messaging.
- **Frequency:** The practice conducts patient identification and reminds patients about preventive services at least annually.

**8. Implement a multi-disciplinary team working with highest-risk patients to develop care plans (24 months)**

- **Elements of a care plan.** CMS defines a care plan as “the structure used to define the management actions for the various conditions, problems, or issues.” A care plan may consider or specify:
  - Patient problem (focus of the care plan)
  - Treatment goals, such as a defined target or measure to be achieved
  - Assessment of potential barriers to meeting goals and strategies for overcoming these barriers
  - Current medications and medication allergies
  - Instructions that the provider has given to the patient
  - Care team members, including the primary care provider of record and team members beyond the referring or transitioning provider and the receiving provider
  - Patient preferences and functional and lifestyle goals
  - A self-care plan.
- **Care team:** The practice uses a team to provide a range of patient care services by:
  - Identifying the team structure and the staff who lead and sustain team-based care. The practice delineates responsibilities for sustaining team-based care and how care teams align to provide care. Specific team units may focus on coordinating care across and beyond the practice. They may use an organizational chart to illustrate how a care team fits in the practice.
  - Defining roles and responsibilities for clinical and nonclinical team members. Job descriptions emphasize a team-based approach to care and support each member of the team in meeting the highest level of function.
  - Holding scheduled patient care team meetings and a defining a structured communication process to support individual patient care. Teams may meet daily or schedule reviews with follow-up tasks. A structured communication process may include regular e-mail exchanges or communication through notations in the medical record. Practice documentation should define how the clinician or team leader is engaged in the communication structure.
- **Care plan:** The care team and the patient, family or caregiver collaborate to develop and update an individual care that includes the features described above. In particular, the care plan should:

STATE OF DELAWARE  
DHSS/DHCC

- Incorporate patient preferences and functional and lifestyle goals. The practice works with the patient, family or caregiver to incorporate patient preferences and functional lifestyle goals into the care plan on an ongoing basis.
- Identify treatment goals. The practice works with the patient, family or caregiver and other providers to develop treatment goals using evidence-based guidelines.
- Assess and address potential barriers to meeting goals. The practice works with the patient, family or caregiver, other providers, and community resources to assess and address potential barriers to achieving treatment and functional and lifestyle goals.

**9. Document plan for patients with behavioral health needs (24 months)**

- **Identification criteria:** The practice sets specific criteria for identifying patients with behavioral conditions. They may include:
  - Diagnosis of a behavioral issue based on behavioral health visits or medications
  - Two or more psychiatric hospitalizations in the past year
  - Counseling or treatment for substance abuse
  - A positive screening result from a standardized behavioral health screener, including substance abuse.
- **Care plan:** The practice has documented approach to developing and updating an individual care plan that includes integration with behavioral health care.
- **Access to a behavioral health provider:** The practice can take one of three approaches to ensuring access to behavioral health care:
  - A documented plan to maintain at least one agreement with a behavioral health provider. A practice must hold an agreement if it shares a facility or campus with the mental health professional but has separate practice management and clinical information systems.
  - A documented plan to integrate with a behavioral health care provider, either partially, such as through co-location with some shared practice management and clinical information systems, or fully, with all systems shared.
  - Integration of behavioral health care services, such as through co-location with a behavioral health provider with at least some shared practice management and clinical information systems.



**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.



**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

STATE OF DELAWARE  
DHSS/DHCC

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:

STATE OF DELAWARE  
DHSS/DHCC

- 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

\_\_\_\_\_



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

## Budget Summary Sheet

Vendors should create  
a line item budget  
mirroring the  
following

Categories	Amounts
Staff Salaries	

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

**Travel / Training**

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

**Contractural**

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

**Supplies**

Office	
Janitorial	
Medical	

STATE OF DELAWARE  
DHSS/DHCC

Program	
Other (specify)	

**Equipment / Other Direct Costs**

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

**Indirect Costs**

Other (specify)	
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**TOTAL BUDGET**

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***BUDGET WORKSHEET***

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## Budget Worksheet

(can attach additional sheets if necessary)

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
-	-
<b>Total: Salary / Wages</b>	

<u>Fringe Benefits</u>	
Proportionate for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. that will be paid by the Agency	
<b>Total: Fringe Benefits</b>	

<u>Travel / Training</u>	
Include any programs staff are required to attend. Mileage reimbursement shall be no more than the IRS allowable amount. Subscriptions and association dues may be included in this category	
<b>Total: Travel / Training</b>	

## Budget Worksheet page 2

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

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

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

# Budget Worksheet page 3

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

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