

**REQUEST FOR PROPOSALS FOR PROFESSIONAL
HEALTHCARE SERVICES (EARLY INTERVENTION SERVICES) FOR
CHILD DEVELOPMENT WATCH
ISSUED BY STATE OF DELAWARE DEPARTMENT OF
HEALTH & SOCIAL SERVICES
CONTRACT NUMBER HSS-15-032A**

I. Overview

The State of Delaware Department of Health & Social Services, seeks contractors to provide healthcare services (early intervention services) to the Division of Public Health, Child Development Watch.

This Request for Proposal is a re-bid of HSS-15-032- Professional Healthcare Services specifically regarding Appendix C of HSS-15-032. This RFP contains a revised scope of services for the Division of Public Health, Child Development Watch. All bidders who submitted proposals for HSS-15-032 Child Development Watch are encouraged to resubmit proposals for this RFP.

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: November 23, 2015
Deadline for Questions	Date: December 7, 2015
Response to Questions Posted by:	Date: January 7, 2016
Deadline for Receipt of Proposals (Local Time)	Date: February 3, 2016 at 11:00 AM
Estimated Notification of Award	Date: May 1, 2016
Project Begins:	Date: July 1, 2016

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).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

NON-MANDATORY PRE-BID MEETING

A pre-bid meeting has been scheduled for **December 15, 2015 at 1:00 PM at:**

University Plaza-The Oxford Building
256 Chapman Road
1st Floor Conference Room

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Newark, Delaware 19702

This is a non-mandatory pre-bid meeting. We ask that vendors limit their attendees to 2 representatives and RSVP by calling: 302-255-9290.

II. Scope of Services

The Scope of Services is divided into two parts: Part One- Scope of Services for Child Development Watch South and Part Two- Scope of Services for Child Development Watch North. Please also reference the appendices for additional requirements, which apply to both locations. Appendices D through H are posted as separate documents.

Bidders are not required to bid on all positions and may bid on any one position or more for Child Development Watch North and/or Child Development Watch South or a combination of the two regions.

Subcontractors:

- **Subcontractors may be utilized for Child Development Watch South.**
- **Subcontractors may not be utilized for Child Watch Development North.**

**PART ONE-SCOPE OF SERVICES FOR
CHILD DEVELOPMENT WATCH SOUTH**

**EARLY INTERVENTION PHYSICAL THERAPY SERVICES
for Child Development Watch South:**

Background:

Child Development Watch South is a Birth to Three Program which specializes in identifying developmental delays in children between birth and three years of age. The developmental delays range from cognitive, social/emotional, expressive and receptive language, and adaptive domains. At Child Development Watch, children birth to age three are evaluated by a multidisciplinary team which includes developmental specialists in developmental nursing, child development, developmental pediatrics, and speech-language pathology, as well as the child's primary care physician, family, and Family Service Coordinator. Together a plan of care is developed – the Individual Family Service Plan (IFSP). This plan reflects the needs of the child, outcomes to be achieved, and the services required to achieve these outcomes in an integrated, coordinated plan. This plan is to be carried out in the natural environments of the child and family to maximize learning opportunities. In a calendar year multidisciplinary assessments are completed at evaluation sites in Southern Delaware: Dover, Milford, Seaford and Georgetown and other locations such as the client's home. A Family Service Coordinator is assigned to each family to provide ongoing support by explaining the program and the assessment processes; helping the family identify goals for their family and their child; developing a service plan; and facilitating access to services through available resources. Child Development Watch services both Spanish speaking and English speaking families throughout Delaware.

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Project Goals:

The goal of Child Development Watch is to provide access to early intervention through evaluation and assessment; linkages to supportive resources; and support of family goals so that a child's developmental potential can be achieved. Early intervention physical therapy services at Child Development Watch provide developmental assessment, consultation to staff members and other agencies involved with the clients, consultation or intervention with families, training and participation as a member of the multidisciplinary team.

Scope of Services:

The contractor will provide licensed professional physical therapy services to children birth to three years of age in community settings as part of the Child Development Watch community team. The physical therapist must possess at least one year of experience evaluating and assessing children birth to three years of age with disabilities.

The services will include:

- As a member of the Child Development Watch multi-disciplinary team, the licensed Physical Therapist will provide early intervention physical therapy services including assessments, consultation and evaluation, Monday through Friday 8:00 a.m. to 4:30 p.m., at Child Development Watch sites in Dover, Milford, Georgetown and Seaford and/or other locations such as the client's home.
- The Physical Therapist shall be licensed or registered and in good standing with the State of Delaware for the term of the contract. Candidate must be able to pass a criminal background check.
- Validated credential packages for all therapists identified in the individual or organization's proposal shall be submitted immediately upon the Department's initiation of contract negotiations.
- Assessing physical strength, coordination and mobility within two weeks of initial referral.
- Submitting written initial assessments to Child Development Watch and other professionals within five days of initial assessment.
- Providing caregivers and/or families immediate and ongoing feedback during the initial assessment and all therapy sessions.
- Providing caregivers and/or families handouts and associated activities to improve gross motor skills and practice with caregivers associated activities to support gross motor development.

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- Assisting caregivers and/or families in using natural learning opportunities to increase gross motor skills.
- Coaching caregivers and/or families in exercises and supports for gross motor control.
- Assessing and providing information to caregivers and/or families about assistive equipment and proper supports.
- Instructing caregivers and/or families in proper use of assistive orthotics and positioning of equipment.
- Coordinating services with families and professionals involved.
- Providing monthly updates to Child Development Watch Family Service Coordinators and updates to other professionals involved within two weeks of request.
- Consulting with team to provide feedback to caregivers and/or families on skill development and next steps.
- Providing team with input utilizing expertise in physical therapy when identifying child's developmental abilities and areas of need and contributing to Individualized Family Service Plans.
- Providing written reports and progress notes on each therapy session with child within two weeks of service to Child Development Watch staff and other professionals involved.
- The contractor will be proficient with computer software programs such as Microsoft Word, Excel and Outlook as well as a specialized client information system.
- The contractor will attend and participate in monthly Child Development Watch staff meetings to be held the third Friday of every month.
- The contractor will provide onsite agency supervision.

EARLY INTERVENTION SPEECH LANGUAGE PATHOLOGY SERVICES
for Child Development Watch South:

(Child Development Watch South currently has 2 SLP's)

Background:

Child Development Watch South is a Birth to Three Program which specializes in identifying developmental delays in children between birth and three years of age. The developmental delays range from cognitive, social/emotional, expressive and receptive language, and adaptive domains. At Child Development Watch, children birth to age three are evaluated by a multidisciplinary team which includes developmental specialists in developmental nursing, child

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development, developmental pediatrics, and speech-language pathology, as well as the child's primary care physician, family, and Family Service Coordinator. Together a plan of care is developed – the Individual Family Service Plan (IFSP). This plan reflects the needs of the child, outcomes to be achieved, and the services required to achieve these outcomes in an integrated, coordinated plan. This plan is to be carried out in the natural environments of the child and family to maximize learning opportunities. In a calendar year multidisciplinary assessments are completed at evaluation sites in Southern Delaware: Dover, Milford, Seaford and Georgetown and other locations such as the client's home. A Family Service Coordinator is assigned to each family to provide ongoing support by explaining the program and the assessment processes; helping the family identify goals for their family and their child; developing a service plan; and facilitating access to services through available resources. Child Development Watch services both Spanish speaking and English speaking families throughout Delaware.

Project Goals:

The goal of Child Development Watch is to provide access to early intervention through evaluation and assessment; linkages to supportive resources; and support of family goals so that a child's developmental potential can be achieved. Early intervention speech language pathology services at Child Development Watch provide developmental assessment, consultation to staff members and other agencies involved with the clients, consultation or intervention with families, training and participation as a member of the multidisciplinary team.

Scope of Services:

The contractor will provide licensed professional Early Intervention Speech Language Pathology services to children between birth and three years of age in community settings as part of the Child Development Watch community team. The speech language pathologist must possess at least one year of experience evaluating and assessing children birth to three years of age with disabilities.

The services will include:

- As a member of the Child Development Watch multi-disciplinary team, the Speech Language Pathologist will provide early intervention speech-language pathology services including oral motor assessments, consultation and evaluation, Monday through Friday 8:00 a.m. to 4:30 p.m., at Child Development Watch sites in Dover, Milford, Georgetown and Seaford and/or other locations such as the client's home.
- The Speech Language Pathologist shall be licensed or registered and in good standing with the State of Delaware for the term of the contract. Candidate must pass a criminal background check.
- Validated credential packages for all therapists identified in the individual or organization's proposal shall be submitted immediately upon the Department's initiation of contract negotiations.
- Participate in multidisciplinary assessments each week as needed.
- Provide evaluations on infants and toddlers between birth and 3 years of age as requested using standardized tools.

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- Explain to and educate families regarding the specific findings of the assessment and assist in the development of goals and an integrated plan of care in natural settings.
- Provide consultation in speech-language pathology to support families in monitoring and encouraging their child's development.
- Complete a formal report of findings as speech component of the multi-disciplinary assessment and submit electronically to the team leader or designee within five working days of providing the assessment to the client.
- Provide staff education and consultation services as needed in speech language pathology and oral motor issues for infants and toddlers.
- Consultation shall include consulting with other agencies providing speech therapy and assessment to Child Development Watch children.
- Consultation services shall include, but not limited to participation in the following ongoing meetings: Clinical Team Meetings, Statewide or Local Workgroup, Quality Management, Scheduling Work Group, and Agency Team Meetings.
- The contractor will be proficient with computer software programs such as Microsoft Word, Excel and Outlook as well as a specialized client information system.
- The contractor will attend and participate in monthly Child Development Watch staff meetings to be held the third Friday of every month.
- The contractor will provide onsite agency supervision.

EARLY CHILDHOOD EDUCATION SERVICES
for Child Development Watch South:

(CDW-South currently has 6 Early Childhood Educators)

Background:

Child Development Watch South is a Birth to Three Program which specializes in identifying developmental delays in children between birth and three years of age. The developmental delays range from cognitive, social/emotional, expressive and receptive language, and adaptive domains. At Child Development Watch, children birth to age three are evaluated by a multidisciplinary team which includes developmental specialists in developmental nursing, child development, developmental pediatrics, and speech-language pathology, as well as the child's primary care physician, family, and Family Service Coordinator. Together a plan of care is developed – the Individual Family Service Plan (IFSP). This plan reflects the needs of the child, outcomes to be achieved, and the services required to achieve these outcomes in an integrated, coordinated plan. This plan is to be carried out in the natural environments of the child and family to maximize learning opportunities. In a calendar year multidisciplinary assessments are

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completed at evaluation sites in Southern Delaware: Dover, Milford, Seaford and Georgetown and other locations such as the client's home. A Family Service Coordinator is assigned to each family to provide ongoing support by explaining the program and the assessment processes; helping the family identify goals for their family and their child; developing a service plan; and facilitating access to services through available resources. Child Development Watch services both Spanish speaking and English speaking families throughout Delaware.

Project Goals:

The goal of Child Development Watch is to provide access to early intervention through evaluation and assessment; linkages to supportive resources; and support of family goals so that a child's developmental potential can be achieved. Early childhood education services at Child Development Watch provide developmental assessment, case management and consultation to staff members and other agencies involved with the clients, consultation or intervention with families, training and participation as a member of the multidisciplinary team.

Scope of Services:

The Early Childhood Educator (ECE) must be a collegiate professional; or possess a certificate in early childhood special education endorsement. A Masters in Early Childhood Special Education, coursework with focus on infants/ toddlers/ families is preferred. One year of experience in early childhood intervention for the ages of birth to three is required. The candidate(s) must also have at least one year of supervised experience with families with infants and toddlers with disabilities.

The ECE will be a member of the multidisciplinary team at Child Development Watch – South. As a member of the multidisciplinary team, the ECE will identify and design early intervention activities and coordinate services for children between birth and three years of age to promote participation in family and community life. Using families' rules, routines and expectations, the ECE will collaboratively create learning opportunities to increase and sustain positive outcomes for developmentally delayed children in the birth- to-three program.

The services will include:

- Delivering early education assessments, ongoing evaluations and services, Monday through Friday for up to 37.5 hours per week, as part of the multidisciplinary team at Child Development Watch sites in Kent and Sussex Counties. These sites will include locations such as the client's home, childcare locations and other community settings.
- Consultation services: Providing consultation services in early childhood education to support families and caregivers in monitoring and encouraging their child's development and to develop functional goals and objectives. Provide support and encouragement of emerging skills and language for families in their natural environment throughout Kent and Sussex Counties. Consultation may include one or more developmental areas: Motor, Communication, Adaptive, Cognitive, and Social/ Emotional.
- Case management: Providing case management to children birth to age three to include completing intakes, scheduling and coordinating the multi-disciplinary assessment,

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Individualized Family Service Plan (IFSP) Development, referral for services, monitoring of case plan provision and Transitioning of children to local school districts at age three in Kent and Sussex Counties. The contractor will educate and support clients in developing and implementing the IFSP to meet their specific client and family needs. Explain and educate families regarding the specific findings of the assessment and assist in the development of goals and integrated plan of care in natural settings of homes and daycares in Kent and Sussex Counties. Provide ongoing consultation with caregivers to ensure goals are carried out and are adapted to the changing needs of the child.

- **Assessment Services:** As a member of the multidisciplinary team at Child Development Watch, the contractor will perform accurate and comprehensive assessments to children from zero to three years of age at Child Development Watch sites in Milford, Dover, Seaford, Georgetown and in other locations such as in the clients home. The contractor will participate as a team member in the development of child's plan of services and will write a formal assessment report within seven days of assessment date.
- Will provide developmental screening, evaluation and assessments to infants/toddlers referred through 211 (Help Me Grow Program), infants/toddlers who come into the CDW program with a completed PEDS screening tool, and infants/toddlers who are referred to the CDW program from child care centers based on completion of an Ages and Stages (ASQ) screening tool.
- **Monitoring:** Data collection and monthly reporting to Child Development Watch to be completed.
- Explain to and educate families regarding the specific findings of the assessments/evaluations performed on clients between birth and three years of age.
- Meet with families and other early intervention providers to develop and implement an integrated plan (IFSP) to meet the child and family needs.
- Write formal case notes and reports as required.
- Contribute client specific dialogue to the COSF (Child Outcomes Summary Form) such that information will be obtained that can be used in determining progress for each child served.
- Coach families to achieve outcomes as documented on the Individualized Family Service Plan (IFSP).
- Provide staff training on effective teaming and on approaches to promote child development within family routines, child care settings, and other community opportunities.
- The contractor will have be proficient with computer software programs such as Microsoft Word, Excel and Outlook as well as a specialized client information system.

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- The contractor will attend and participate in monthly Child Development Watch staff meetings to be held the third Friday of every month.
- Candidate must pass a criminal background check.
- The contractor will provide onsite agency supervision.

EARLY INTERVENTION NURSING
(BSN) SERVICES for Child Development Watch South

Background:

Child Development Watch is a Birth to Three Program which specializes in identifying developmental delays in children between birth and three years of age. The developmental delays range from cognitive, social/emotional, expressive and receptive language, and adaptive domains. At Child Development Watch, children birth to age three are evaluated by a multidisciplinary team which includes developmental specialists in developmental nursing, child development, developmental pediatrics, and speech-language pathology, as well as the child's primary care physician, family, and Family Service Coordinator. Together a plan of care is developed – the Individual Family Service Plan (IFSP). This plan reflects the needs of the child, outcomes to be achieved, and the services required to achieve these outcomes in an integrated, coordinated plan. This plan is to be carried out in the natural environments of the child and family to maximize learning opportunities. In a calendar year multidisciplinary assessments are completed at evaluation sites in Southern Delaware: Dover, Milford, Seaford and Georgetown and other locations such as the client's home. A Family Service Coordinator is assigned to each family to provide ongoing support by explaining the program and the assessment processes; helping the family identify goals for their family and their child; developing a service plan; and facilitating access to services through available resources. Child Development Watch services both Spanish speaking and English speaking families throughout Delaware.

Project Goals:

The goal of Child Development Watch is to provide access to early intervention through evaluation and assessment; linkages to supportive resources; and support of family goals so that a child's developmental potential can be achieved. Early intervention nursing services at Child Development Watch include case management and service coordination for medically fragile clients, consultation to staff members and other agencies involved with the clients, consultation or intervention with families, training and participation as a member of the multidisciplinary team.

Scope of Services:

The contractor will provide licensed Early Intervention Nursing (BSN) services to children between birth and three years of age in community settings as part of the Child Development Watch community team.

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The BSN must possess at least one year of experience providing case management/service coordination for medically fragile children birth to three years of age with disabilities.

The services will include:

- As a member of the Child Development Watch multi-disciplinary team, the Nurse (BSN) will provide case management/service coordination for medically fragile clients between birth and 3 years of age throughout Kent and Sussex Counties.
- These services will be performed Monday through Friday 8:00 a.m. to 4:30 p.m. at Child Development Watch sites in Dover, Milford, Georgetown and Seaford and/or other locations such as the client's home.
- Serve as the single point of contact in helping parents to obtain the services and assistance they need.
- Coordinate all services across agency lines through Kent and Sussex Counties.
- Coordinate the performance of evaluations and assessments.
- Facilitate and participate in developing, reviewing and evaluating the Individualized Family Service Plan (IFSP).
- Assist families in selecting service providers.
- Coordinate and monitor the delivery of services.
- Inform families of the availability of advocacy services.
- Coordinate with medical and health providers.
- Facilitate the development of a transition plan to preschool services, if appropriate.
- Adhere to Child Development Watch case management policies and procedures.
- Effectively communicate, orally and in writing, the child's progress, goals and activities to promote their development.
- The contractor will be proficient with computer software programs such as Microsoft Word, Excel and Outlook as well as a specialized client information system.
- The contractor will attend and participate in monthly Child Development Watch staff meetings to be held the third Friday of every month.
- Candidate must pass a criminal background check.
- The contractor will provide onsite agency supervision.

LICENSED CLINICAL SOCIAL WORK SERVICES
for Child Development Watch South

Background:

Child Development Watch is a Birth to Three Program which specializes in identifying developmental delays in children between birth and three years of age. The developmental delays range from cognitive, social/emotional, expressive and receptive language, and adaptive domains. At Child Development Watch, children birth to age three are evaluated by a multidisciplinary team which includes developmental specialists in developmental nursing, child development, developmental pediatrics, and speech-language pathology, as well as the child's primary care physician, family, and Family Service Coordinator. Together a plan of care is developed – the Individual Family Service Plan (IFSP). This plan reflects the needs of the child, outcomes to be achieved, and the services required to achieve these outcomes in an integrated, coordinated plan. This plan is to be carried out in the natural environments of the child and family to maximize learning opportunities. In a calendar year multidisciplinary assessments are completed at evaluation sites in Southern Delaware: Dover, Milford, Seaford and Georgetown and other locations such as the client's home. A Family Service Coordinator is assigned to each family to provide ongoing support by explaining the program and the assessment processes; helping the family identify goals for their family and their child; developing a service plan; and facilitating access to services through available resources. Child Development Watch services both Spanish speaking and English speaking families throughout Delaware.

Project Goals:

The goal of Child Development Watch is to provide access to early intervention through evaluation and assessment; linkages to supportive resources; and support of family goals so that a child's developmental potential can be achieved. Early intervention licensed clinical social work services at Child Development Watch include assessment, intervention and consultation to clients with social and emotional needs. Consultation is provided to staff members and other agencies involved with the clients, consultation or intervention with families, training and participation as a member of the multidisciplinary team to increase professional development for CDW staff, early intervention and daycare providers on recommended practices for children with social emotional/behavioral concerns.

Scope of Services:

The contractor will provide Licensed Clinical Social Work (LCSW) services to children between birth and three years of age in community settings as part of the Child Development Watch community team. The LCSW must possess at least one year of experience providing assessment, intervention and consultation to families and service providers of medically fragile children birth to three years of age with disabilities.

The services will include:

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- As a member of the Child Development Watch multi-disciplinary team, the licensed clinical social worker (LCSW) will provide assessment, intervention and consultation for medically fragile clients between birth and 3 years of age throughout Kent and Sussex Counties.
- Actively participate as a member of the multi-disciplinary team at Child Development Watch to discuss and recommend treatment options to address mental health concerns for infants, toddlers and their families.
- Provide short term assessment and/or intervention as needed in natural environments such as clients' homes, daycares, Child Development Watch Clinic locations and other community settings throughout Kent and Sussex Counties.
- Explain to and educate families regarding the specific findings of the assessment and assist in the development of goals related to social emotional concerns and an integrated plan of care in natural settings called an Individualized Family Service Plan (IFSP).
- Provide consultation to families of children with social emotional needs as identified on the Individualized Family Service Plan (IFSP).
- Provide consultation to Child Development Watch staff regarding social emotional/behavioral concerns.
- Effectively communicate, orally and in writing, the child's progress, goals and activities to promote their social emotional development.
- Support professional development for Child Development Watch staff and early intervention providers by providing training that will be identified and requested by staff.
- Support professional development for childcare providers in order to successfully support children with social emotional needs and their families.
- The contractor will be proficient with computer software programs such as Microsoft Word, Excel and Outlook as well as a specialized client information system.
- The contractor will attend and participate in monthly Child Development Watch staff meetings to be held the third Friday of every month.
- Candidate must pass a criminal background check.
- The contractor will provide onsite agency supervision.

**PART TWO- SCOPE OF SERVICES FOR
CHILD DEVELOPMENT WATCH NORTH**

**EARLY INTERVENTION SERVICES FOR
INFANTS AND TODDLERS UNDER PART C OF
THE INDIVIDUALS WITH DISABILITIES EDUCATION
IMPROVEMENT ACT (IDEA)**

I. BACKGROUND

Since 1993, Federal and state funds have been awarded to Delaware's Division of Management Services, Birth to Three Program, to coordinate early intervention services for children ages birth to thirty-six months who have disabilities or developmental delays, as authorized in Part C of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and 16 Del Code Sec 210 et seq. Birth to Three is a statewide, comprehensive, coordinated, multidisciplinary, interagency system that provides early intervention services and supports for infants and toddlers with disabilities or developmental delays and their families. The mission of Delaware's statewide early intervention system is to enhance the development of infants and toddlers with disabilities or developmental delays, and enhance the capacity of their families to meet the needs of their young children.

DMS staff provides overall management for the system and ensure compliance with the federal requirements of the IDEA, which provides funding to help support the system.

Children and their families receive early intervention supports and services by Child Development Watch within the Division of Public Health. Child Development Watch coordinates and completes the multidisciplinary evaluations to determine initial and ongoing program eligibility, family service coordination services, service plan development (Individualized Family Service Plan – IFSP), goal development, monitoring of service delivery, and transition planning for program exit.

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II. SCOPE OF SERVICES

Requirements for Child Development Watch North, Early Intervention Services for Infants & Toddlers under Part C of Individuals With Disabilities Education Improvement Act (IDEA) are as follows:

- Consultation services by the following disciplines: Early Childhood Special Education (ECSE), Speech & Language Pathology (SLP), Occupational Therapy (OT), Physical Therapy (PT), Child Psychology, Nutritionist/Dietician, Advanced Practice Nurse, Registered Nurse III to support families and caregivers in monitoring and encouraging their child's development and to develop functional goals and objectives. Provide support and encouragement of emerging skills and language for families in their natural environment throughout New Castle County service area. Consultation may include one or more developmental areas: Cognitive, Communication, Motor, Adaptive, and Social/ Emotional.
- Family Service Coordination: Provide service coordination services to children birth to age three to include completing intakes, scheduling and coordinating the multi-disciplinary assessment, Individualized Family Service Plan (IFSP) development, referral for services, monitoring of service plan provision and transitioning of children to local school districts at age three for CDW North. The contractor will educate and support clients in developing and implementing the IFSP to meet their specific client and family needs. Explain and educate families regarding the specific findings of the assessment and assist in the development of goals and integrated plan of care in natural settings of homes and daycares for CDW North. Provide ongoing consultation with caregivers to ensure goals are carried out and are adapted to the changing needs of the child.
- Contractor providing Family Service Coordination will attend and participate in monthly Child Development Watch staff meetings.
- Contractor providing Family Service Coordination will work 37.5 hours per week Monday through Friday between the hours of 8:00 AM – 4:30 PM., or evenings / weekends as needed to meet the needs of families who cannot meet during the typical workday.
- Evaluation & Assessment Services: As a member of the multidisciplinary team at Child Development Watch, the contractor will perform accurate and comprehensive assessments to children from birth to three years of age at Child Development Watch sites and in other locations such as in the clients home or child care. Assessments may include one or more developmental areas: Cognitive, Communication, Motor, Adaptive, and Social/ Emotional; and will use CDW approved assessment tools (currently BSID III, PLS-5, PDM-2, Sensory Profile, for example). The contractor will participate as a team member in the development of child's plan of services and will write a formal assessment report within 24 hours for Clinic sites, and within three (3) business days of assessment date for other locations.
- Monitoring: Data collection and monthly reporting to Child Development Watch to be completed.

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- Contractor must meet the ECSE, SLP, OT, PT, Nursing, Child Psychology and Nutritionist/Dietitian qualifications as listed in the Delaware Personnel Standards and Guidelines Matrix under Part C of IDEA (attached).

MATRIX UNDER PART C OF IDEA (ATTACHED)

GENERAL REQUIREMENTS:

MULIPLE VENDORS MAY BE SELECTED, HOWEVER, NO SUBCONTRACTORS MAY BE USED.

- CONTRACTORS WILL BE RESPONSIBLE FOR THEIR OWN TRANSPORATION ON-SITE AND IN THE COMMUNITY, TRAVEL TIME TO THE CLINIC SITE IS NOT BILLABLE
- SERVICES WILL BE PROVIDED IN CLINIC SETTING OR NATURAL ENVIRONMENT AS DETERMINED & ASSIGNED BY PROGRAM
- SUPERVISION MUST BE PROVIDED FOR ALL EARLY INTERVENTION SERVICES
- CONTRACTORS MAY HAVE EVALUATION & ASSESSMENT DUTIES
- CONTRACTORS MUST MEET THE CRITERIA PER DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX
- CONTRACTORS MUST HAVE KNOWLEDGE AND EXPERIENCE SERVING INFANTS AND TODDLERS ACCORDING TO PART C OF IDEA
- CONTRACTORS MUST COMPLY WITH ROUTINES BASED INTERVIEWS METHODOLOGY
- CONTRACTORS MUST COMPLY WITH CHILD OUTCOME SUMMARY FORM (COSF) REQUIREMENTS
- CONTRACTOR MUST HAVE KNOWLEDGE OF THE IMPORTANCE AND PRACTICAL USAGE OF TELEHEALTH TO INCORPORATE WHEN APPLICABLE
- CONTRACTORS WILL COMPLETE EVALUATION REPORTS AND WILL ENTER THEM INTO DHSSCARES (CDW DATA SYSTEM) WITHIN 24 HOURS OF EVALUATION UNLESS NOTED OTHERWISE BASED ON DISCIPLINE.
- ALL REPORTS AND DOCUMENTS WILL BE FREE OF TYPOGRAPHICAL ERRORS
- ALL DISCIPLINES WILL BE AVAILABLE TO PROVIDE INTERIM TREATMENT SERVICES, IF NEEDED, WHEN COMMUNITY CAPACITY IS NOT AVAILABLE
- ALL DISCIPLINES WILL BE EXPECTED TO SUPPORT PROFESSIONAL DEVELOPMENT FOR CDW STAFF AND PROVIDERS AS NEEDED

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- ALL HOURS WILL BE LOGGED AS REQUIRED
- ALL PAYMENT IS CONTINGENT UPON RECEIPT OF REPORTS, TIME LOGS, AND PROPER INVOICING
- ALL DISCIPLINES WILL BE CONSIDERED TO FILL 10 FAMILY SERVICE COORDINATOR ROLES TO MANAGE A CASELOAD ON-SITE WITH CDW NORTH FOR 37.5 HOURS, 5 DAYS PER WEEK, WITH OCCASIONAL EVENING AND/OR WEEKEND DUTIES TO MEET THE NEEDS OF THE FAMILIES SERVED
- ALL CONTRACTORS ARE REQUIRED TO ADHERE TO THE PART C OF IDEA REGULATIONS <http://www2.ed.gov/policy/speced/reg/idea/part-c/index.html> AND TO ALL DOCUMENTS ATTACHED IN THE APPENDICES:
 - DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA
 - PART C PROCEDURAL SAFEGUARDS
 - NATURAL ENVIRONMENT GUIDELINES
 - DHSS PM #46 PATIENT ABUSE
 - STANDARDS FOR EARLY INTERVENTION SERVICE DELIVERY SYSTEM
 - BUILDING BLOCKS
 - HIPAA BUSINESS ASSOCIATE AGREEMENT

EVALUATION AND ASSESSMENT SERVICES:

- EARLY CHILDHOOD SPECIAL EDUCATION (ECSE) & SPEECH LANGUAGE PATHOLOGY (SLP) SERVICES FOR EVALUATION AND ASSESSMENT WILL BE PROVIDED TWO DAYS PER WEEK ON-SITE AT CDW NORTH (CURRENTLY MONDAYS AND THURSDAYS FROM 8:00 A.M. – 4:30 P.M.), AND MAY ALSO TAKE PLACE IN THE NATURAL ENVIRONMENT AS NEEDED AND REQUESTED BY THE CDW NORTH CLINIC COORDINATOR AND/OR CLINIC MANAGER
- ECSE & SLP SERVICES FOR EVALUATION AND ASSESSMENT IN OUR SPANISH CLINIC USING THE PLS-5 SPANISH VERSION WILL BE PROVIDED ONE TO TWO DAYS PER MONTH ON-SITE AT CDW NORTH AND MAY ALSO TAKE PLACE IN THE NATURAL ENVIRONMENT AS NEEDED AND REQUESTED BY THE CDW NORTH CLINIC COORDINATOR AND/OR CLINIC MANAGER
- PT, OT, AND CHILD PSYCHOLOGY SERVICES FOR EVALUATION AND ASSESSMENT WILL BE PROVIDED ONE TO TWO DAYS PER WEEK ON-SITE AT CDW NORTH (CURRENTLY THURSDAYS FROM 8:00 A.M. – 4:30 P.M.), AND MAY ALSO TAKE PLACE IN THE NATURAL ENVIRONMENT AS NEEDED AND REQUESTED BY THE CDW NORTH CLINIC COORDINATOR AND/OR CLINIC MANAGER

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- ONE SLP MAY BE SELECTED TO COORDINATE THE ENHANCED WATCH AND SEE PROGRAM FOR CDW NORTH, IN ADDITION TO EVALUATION/ASSESSMENT AND/OR SERVICE COORDINATION DUTIES
- ONE ECSE MAY BE SELECTED TO COORDINATE THE COSF PROCESS, SCREENING PROGRAM, & CONDUCT EVALUATIONS/ASSESSMENTS/SCREENINGS, WITH OR WITHOUT CASELOAD DUTIES
- CHILD PSYCHOLOGY SERVICES WILL INCLUDE PSYCHOLOGICAL EVALUATIONS FOR INFANTS & TODDLERS (BIRTH TO THREE YEARS) WITH SUSPECTED OR IDENTIFIED SPECIAL HEALTH CARE NEEDS:
 - POST-DOCTORATE & Ph.D. PSYCHOLOGICAL SERVICES MAY NOT EXCEED THREE DAYS PER WEEK.
 - BEHAVIORAL CONSULTATION FOR CHILDREN AND FAMILIES IN THE CDW PROGRAM AS REQUESTED BY THE FAMILY SERVICE COORDINATOR AND CDW CLINIC STAFF.
 - PROVIDING SERVICES ONE TO TWO DAYS PER WEEK ON-SITE (CURRENTLY THURSDAY CHOPIN CLINIC) FROM 8:00 A.M. – 4:30 P.M.
 - TYPED PSYCHOLOGY REPORTS MUST BE TYPED WITHIN ONE WEEK FOLLOWING THE ASSESSMENT/EVALUATION (THIS TIMELINE IS SPECIFIC TO CHILD PSYCHOLOGY ONLY)
 - SERVICES WILL ALSO BE PROVIDED IN THE NATURAL ENVIRONMENT AS REQUESTED BY CDW SERVICE COORDINATOR / CLINIC COORDINATOR
- EVALUATION & ASSESSMENT SERVICES WILL INCLUDE EVALUATIONS, ASSESSMENTS, AND SCREENINGS ON-SITE AT CLINIC SETTINGS AND/OR IN THE NATURAL ENVIRONMENT, AND MAY ALSO SERVE A CASELOAD AS A FAMILY SERVICE COORDINATOR
- CONTRACTORS MUST COMPLY WITH CHILD OUTCOME SUMMARY FORM (COSF) REQUIREMENTS
- CONTRACTORS WILL COMPLETE EVALUATION REPORTS AND WILL ENTER THEM INTO DHSSCARES (CDW DATA SYSTEM) WITHIN 24 HOURS OF EVALUATION
- ALL REPORTS AND DOCUMENTS WILL BE FREE OF TYPOGRAPHICAL ERRORS

FAMILY SERVICE COORDINATION SERVICES:

- PROVIDE FAMILY SERVICE COORDINATION FOR FAMILIES OF CHILDREN WITH DISABILITIES AND/OR DEVELOPMENTAL DELAYS (THIS INCLUDES ACCESS TO MULTI-DISCIPLINARY ASSESSMENT, ROUTINES BASED INTERVIEWING, DEVELOPMENT OF A FUNCTIONAL SERVICE PLAN, ACCESS TO AND

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MONITORING OF SERVICES, AND PLANNING FOR TRANSITION FOR PROGRAM EXIT)

- REGULAR HOME/COMMUNITY VISITS TO FAMILIES PER THE SERVICE PLAN
- PARTICIPATION IN FEDERAL OUTCOMES REPORTING
- MAINTAINING DETAILED DOCUMENTATION IN THE ELECTRONIC AND HARD COPY CLIENT FILES
- MEETING FEDERAL AND PROGRAM TIMELINES FOR PROGRAM CONSENT, ASSESSMENT, SERVICE PLAN DEVELOPMENT, TRANSITION PLANNING
- ALL DISCIPLINES WILL BE CONSIDERED TO FILL 10 FAMILY SERVICE COORDINATOR ROLES TO MANAGE A CASELOAD ON-SITE WITH CDW NORTH FOR 37.5 HOURS, 5 DAYS PER WEEK, WITH OCCASIONAL EVENING AND/OR WEEKEND DUTIES TO MEET THE NEEDS OF THE FAMILIES SERVED (CURRENTLY FILLED BY 7 ECSE'S, 2 SLP'S, & 1 RN-III)
- THE RN-III SERVICE COORDINATOR WILL WORK WITH FAMILIES/CHILDREN WITH MEDICAL CONCERNS SUCH AS PREMATUREITY, GENETIC/CHROMOSOMAL DISORDERS, COMPLEX MEDICAL CONDITIONS, ETC; WILL PARTICIPATE IN DEVELOPMENTAL SCREENINGS, AND WILL PROVIDE NURSING CONSULTATION TO CDW TEAM MEMBERS
- ALL CONTRACTED SERVICE COORDINATORS WILL ATTEND MANDATORY TRAINING AS REQUESTED BY B23 / CDW, INCLUDING BUT NOT LIMITED TO:
 - B23 TRAINING MODULES
 - DHSSCARES (CDW DATABASE)

III. MANDATORY ELIGIBILITY REQUIREMENTS:

ALL SERVICES PROVIDED FOR INFANTS AND TODDLERS UNDER PART C OF IDEA FOR CHILD DEVELOPMENT WATCH (CDW) MUST MEET THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX AND BE IN COMPLIANCE WITH PART C OF IDEA REGULATIONS.

Physical Therapists

Eligibility requirements shall include:

- The physical therapists shall be licensed or registered and in good standing with the State of Delaware for the term of the contract.
- Validated credentials packages for all therapists identified by the individual or organization's proposal shall be submitted immediately upon the Department's initiation of contract negotiations with the individual or organization.

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ALL PHYSICAL THERAPISTS PROVIDING SERVICES ON-SITE AT CDW CLINICS, IN THE NATURAL ENVIRONMENT, OR SERVING AS FAMILY SERVICE COORDINATORS, MUST MEET THE STANDARDS PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.

Speech Therapists

Eligibility requirements shall include:

- The speech therapist shall be licensed or registered and in good standing with the State of Delaware for the term of the contract.
- Validated credentials packages for all therapist identified by the individual or organization's proposal shall be submitted immediately upon the Department's initiation of contract negotiations with the individual or organization.

ALL SPEECH AND LANGUAGE PATHOLOGISTS PROVIDING SERVICES ON-SITE AT CDW CLINICS, IN THE NATURAL ENVIRONMENT, OR SERVING AS FAMILY SERVICE COORDINATORS, MUST MEET THE STANDARDS PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.

Occupational Therapists

Eligibility requirements shall include:

- The occupational therapist shall be licensed or registered and in good standing with the State of Delaware for the term of the contract.
- Validated credentials packages for all therapist identified by the individual or organization's proposal shall be submitted immediately upon the Department's initiation of contract negotiations with the individual or organization.

ALL OT'S PROVIDING SERVICES ON-SITE AT CDW CLINICS, IN THE NATURAL ENVIRONMENT, OR SERVING AS FAMILY SERVICE COORDINATORS, MUST MEET THE STANDARDS PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.

Registered Dietician Services & Dietary Management Services

Eligibility requirements shall include:

- The registered dietician shall be registered and in good standing with the State of Delaware for the term of the contract.

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- Validated credentials packages for all dietitians identified by the individual or organization's proposal shall be submitted immediately upon the Department's initiation of contract negotiations with the individual or organization.

ALL NUTRITIONISTS AND DIETICIANS PROVIDING SERVICES ON-SITE AT CDW CLINICS, IN THE NATURAL ENVIRONMENT, OR SERVING AS FAMILY SERVICE COORDINATORS, MUST MEET THE STANDARDS CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.

Advanced Nurse Practitioners & RN-III

- The Advanced Nurse Practitioners must possess Delaware Advanced Practice Nurse license for Delaware in PUBLIC HEALTH, PEDIATRICS, NICU OR OB; and, be in good standing with the State of Delaware for the term of the contract.
- ALL APN'S PROVIDING SERVICES ON-SITE AT CDW CLINICS, IN THE NATURAL ENVIRONMENT, OR SERVING AS FAMILY SERVICE COORDINATORS, MUST MEET THE STANDARDS PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.
- The RN-III must possess Delaware Nurse license for Delaware in PUBLIC HEALTH, PEDIATRICS, NICU OR OB; and, be in good standing with the State of Delaware for the term of the contract.

ALL APN'S & RN'S PROVIDING SERVICES ON-SITE AT CDW CLINICS OR IN THE NATURAL ENVIRONMENT OR SERVING AS FAMILY SERVICE COORDINATORS, MUST MEET THE STANDARDS PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.

Validated credentials packages for all practitioners and Advance Practice Nurses identified by the organization's proposal shall be submitted within immediately upon the Department's initiation of contract.

EARLY CHILDHOOD SPECIAL EDUCATORS:

ALL ECSE'S PROVIDING SERVICES ON-SITE AT CDW CLINICS, IN THE NATURAL ENVIRONMENT, OR SERVING AS FAMILY SERVICE COORDINATORS, MUST MEET THE STANDARDS PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.

EARLY INTERVENTION FAMILY SERVICE COORDINATION FOR INFANTS AND TODDLERS UNDER PART C OF IDEA FOR CHILD DEVELOPMENT WATCH (CDW) NORTH:

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CDW NORTH CURRENTLY HAS 7 EARLY CHILDHOOD SPECIAL EDUCATORS, 2 SPEECH AND LANGUAGE PATHOLOGISTS AND 1 RN-III SERVING AS FAMILY SERVICE COORDINATORS FOR CASE MANAGEMENT SERVICES. THE CONTRACTORS MUST MEET THE CRITERIA PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA. THESE CONTRACTORS ALSO PROVIDE DISCIPLINE-SPECIFIC EVALUATIONS IN THE CLINIC AND NATURAL ENVIRONMENT SETTINGS.

CDW WILL CONSIDER INCLUDING OCCUPATIONAL THERAPISTS AND/OR PHYSICAL THERAPISTS TO SERVE AS FAMILY SERVICE COORDINATORS FOR CASE MANAGEMENT SERVICES AND/OR TO PROVIDE DISCIPLINE-SPECIFIC EVALUATIONS IN THE CLINIC AND NATURAL ENVIRONMENT SETTINGS. THE CONTRACTORS MUST MEET THE CRITERIA PREVIOUSLY CITED IN THE DELAWARE PERSONNEL STANDARDS AND GUIDELINES MATRIX UNDER PART C OF IDEA.

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III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal 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 process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work 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 g (insurance).
5. Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project

IV. 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 . 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 ten days prior to the deadline for receipt of proposals.

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4. RFP Designated Contact

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:

**Wendy M. Brown
Division of Management Services
Delaware Health & Social Services
Main Administration Building
1901 N. Dupont Highway
New Castle, DE 19720**

Wendy.M.Brown@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:

- a. 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:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property,

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- or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
 - d. Has violated contract provisions such as;
 - 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;
 - e. Has violated ethical standards set out in law or regulation; and
 - f. 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 **Each proposal must be submitted with ONE (1) paper copy and eight (8) electronic copies on CD or DVD media disk, or USB memory drive. 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 **11:00 AM (Local Time) on February 3, 2016**. 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
Procurement Branch
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North DuPont Highway
Herman M. Holloway Sr. Campus
New Castle, DE 19720**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS-15-032A on the outside of the bid submission package.

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Any proposal received after the Deadline for Receipt of Proposals 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 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 June 30, 2017. 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 in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals

The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

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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 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

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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" 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. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. 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.

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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 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.

14. 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.

15. 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.

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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 shall be received no later than **December 7, 2015**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **January 7, 2016**. 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

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.

16. 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.

17. 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.

18. 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.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. 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.

21. 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. 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.

22. 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.

23. 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.

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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.

24. 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.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The 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 Department of Health & Social Services 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.

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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:

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The vendor(s) will be selected through open competition and based on the review of the proposals submitted in response to this RFP. A technical review panel comprised of Child Development Watch Team Members will review all proposals utilizing the following criteria:

Criteria	Weight
Meets Mandatory RFP Provisions CDs properly submitted Form properly submitted	Pass/Fail
1. Qualifications of Vendor A) Administrative Oversight B) Past Experience in successfully operating quality programs of a similar type with a similar population C) Quality Assurance Program Details. D) Available Resources	25%
2. Methodology Proposed A) Services proposed fit needs as expressed in the RFP. B) Proposed activities follow a logical sequence.	25%

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Criteria	Weight
C) Adequacy of workplan & timeline schedules D) Builds on existing work of the Division's planning efforts.	
3. Responses to the Scope of Services	20%
4. The degree to which the bidder demonstrates the potential ability to recruit, hire, schedule and train qualified applicants.	15%
5. Evaluation of the proposed costs as they relate to the service delivery.	15%
Total	100%

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.

D. Contract Terms and Conditions

1. 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 four (4) 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 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

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another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

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.

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.

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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) 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

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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. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. 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.

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e. Notice

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

Delaware Health & Social Services
Wendy M. Brown
Contracts Management & Procurement
1901 N. Dupont Highway
Herman M. Holloway Sr. Campus
New Castle, DE 19720

f. 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 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.

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g. 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:

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.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses

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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.

i. PERFORMANCE BOND

There is no Performance Bond Requirement.

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

k. 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.

l. 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%).

m. Penalties

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

n. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Delaware Health & Social Services.

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

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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 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.

o. 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.

p. 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

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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.

q. 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.

r. 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 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 Delaware Health & Social Services.

s. 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.

t. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), 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.

u. 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:

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

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.

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.

v. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

w. 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.

x. 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:

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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.

y. 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.

z. 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.

aa. 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.

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bb. 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.

cc. 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.

dd. 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 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. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.

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Department of Health & Social Services

8. **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.
9. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-15-032A on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
10. **Billing** – The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
11. **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

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.

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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 (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Bidders Signature Form
- Attachment 12- Vendor Certification Sheet
- Attachment 13- Bidders Statement of Compliance
- Attachment 14- Professional Services Agreement
- Attachment 15- HIPPA Business Associate Agreement
- Appendix A – Minimum Response Requirements
- Appendix B – Natural Environments Guidelines for the Birth to Three Early Intervention System
- Appendix C- Child Development Watch Part C Procedural Safeguards

The following appendixes are posted as separate documents and shall be considered part of the solicitation:

- Appendix D- Delaware Personnel Standards & Guidelines Matrix Under Part C of IDEA
- Appendix E- DHSS Policy Memorandum # 46
- Appendix F- Delaware Building Blocks
- Appendix G- Standards for Early Intervention Service Delivery System As Provided by Child Development Watch
- Appendix H- Cost Sheet

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 9, 11, 12, and 13 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 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to the Division. 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.

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 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. HSS-15-032A

Contract Title: Healthcare Services and
(Early Intervention Services) for Child
Development Watch

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.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO: HSS-15-032A
CONTRACT TITLE: Healthcare Services (Early Intervention Services) for Child Development Watch
DEADLINE TO RESPOND: February 3, 2016 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, Delaware Health & Social Services.

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, Delaware Health & Social Services.

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 _____

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Department of Health & Social Services

Attachment 5

Contract No. HSS-15-032A
Contract Title: Healthcare Services
(Early Intervention Services) for Child Development Watch

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Department of Health & Social Services

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-15-032A	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
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		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
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**

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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

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Attachment 9

Contract No. HSS-15-032A
Contract Title: Healthcare Services
(Early Intervention Services) for Child Development Watch

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th 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
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

ATTACHMENT 11:
BIDDERS SIGNATURE FORM

STATE OF DELAWARE
Department of Health & Social Services



**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.

ATTACHMENT 12:
CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.

They will secure a Delaware Business License.

They have acknowledged that no contingency fees have been paid to obtain award of this contract.

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;

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

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.

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

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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 _____.

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.

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.

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:

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.

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

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.

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Department of Health & Social Services

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

ATTACHMENT 13:

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

ATTACHMENT 14:
PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
for
Healthcare Services (Early Intervention Services)
for Child Development Watch**

Contract No. HSS-15-032A

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:

Services.

Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

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.

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.

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.

Payment for Services and Expenses.

The term of the initial contract shall be from _____, 20__ through _____, 20__.

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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].

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.

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.

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.

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.

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.

Invoices shall be submitted to:

Responsibilities of Vendor.

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.

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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.

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.

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
---------	------	-------	--------------------------

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.

Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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.

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.

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.

The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

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Time Schedule.

A project schedule is included in Appendix A.

Any delay of services or change in sequence of tasks must be approved in writing by Delaware.

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.

State Responsibilities.

In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

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.

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.

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.

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:

Copies of reports, surveys, records, and other pertinent documents;

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.

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.

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.

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.

Work Product.

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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.

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.

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.

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.

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.

Warranty.

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.

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.

Indemnification; Limitation of Liability.

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:

the negligence or other wrongful conduct of the Vendor, its agents or employees, or

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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

Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and

Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies 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:

Delaware's misuse or modification of the Deliverable;

Delaware's failure to use corrections or enhancements made available by Vendor;

Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or

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

Procure the right for Delaware to continue using it,

Replace it with a non-infringing equivalent,

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.

Employees.

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.

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.

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.

Independent Contractor.

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

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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.

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.

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

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.

Suspension.

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.

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.

Termination.

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:

Not less than 20 calendar days written notice of intent to terminate; and

An opportunity for consultation with the terminating party prior to termination.

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

Not less than 20 calendar days written notice of intent to terminate; and

An opportunity for consultation with Delaware prior to termination.

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:

No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and

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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.

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.

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.

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.

Gratuities.

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.

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.

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.

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.

Assignment; Subcontracts.

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.

Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

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.

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.

The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

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Force Majeure.

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

Non-Appropriation of Funds.

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.

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 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.

Complete Agreement.

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.

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.

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.

Miscellaneous Provisions.

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.

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.

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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.

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.

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.

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.

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.

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.

Insurance.

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

Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**

Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, **and**

Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or

Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or

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.

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

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:

[ENTER AGENCY NAME]
[ENTER AGENCY ADDRESS]
[ENTER AGENCY CONTACT]

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

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 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.

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.

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 HEALTH & SOCIAL
SERVICES**

Witness

Name

Title

Date

VENDOR

Witness

Name

Title

ATTACHMENT 15:

HIPAA BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into this ____ day of _____, 20____ (“**Effective Date**”), by and between Bridges4Kids, (“**Business Associate**”), and the State of Delaware, Department of Health & Social Services / Division of Management Services (“**Covered Entity**”) (collectively, the “**Parties**”).

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the “Agreement”) which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate (“CE Affiliate”) that involve the use or disclosure of Protected Health Information (“PHI”) that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the “HIPAA Rules”) issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as “HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides Early Intervention Services for Covered Entity pursuant to a contract dated _____ and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information (“PHI”) to Business Associate (collectively, the “Master Agreement”);

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity’s knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate’s obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.
2. **Obligations and Activities of Business Associate.** To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:
 - (a) **Use or Disclosure.** Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.
 - (b) **Specific Use of Disclosure.** Except as otherwise limited by this BAA, Business Associate may:
 - (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;

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- (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) **Minimum Necessary.** Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) **Safeguards.** Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) **Agents and Subcontractors.** Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.
- (f) **Reporting.** Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.
 - (i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.
 - (ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.
 - (ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.

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(g) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.

(h) Audits and Inspections. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.

(i) Accounting. Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.

(j) Designated Record Set. While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:

(i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

(ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.

(k) HITECH Compliance Dates. Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. Obligations of Covered Entity.

(a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. Term and Termination.

(a) Term. This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

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(b) Termination Upon Breach.

(i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.

(c) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

(d) Effect of Termination.

(i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.

(ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.

(iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. Miscellaneous.

(a) **Regulatory References.** A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Amendment.** The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.

(c) **Method of Providing Notice.** Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.

(d) **Parties Bound.** This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

(e) **No Waiver.** No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

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(f) **Effect on Master Agreement.** This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.

(g) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.

(i) **Applicable Law.** This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.

(j) **Judicial and Administrative Proceedings.** In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.

(k) **Transmitting Electronic PHI.** Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.

6. IN WITNESS WHEREOF, the Parties hereto have executed this BAA to be effective on the date set forth above.

Covered Entity

Business Associate

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**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
11. One (1) complete Bidders Signature Form –Must have original signature (See Attachment 11)
12. One (1) complete Vendor Certification Sheet-Must have original signature (See Attachment 12)
13. One (1) complete Statement of Compliance-Must have original signature (See Attachment 13)
14. One (1) complete Cost Spreadsheet (Appendix H)

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.

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Vendors shall provide proposal packages in the following formats:

1. **One (1) paper copy of the vendor proposal paperwork. It must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. **Eight (8) electronic copies 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 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).**

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APPENDIX B-

**NATURAL ENVIRONMENTS GUIDELINES FOR THE
DELAWARE BIRTH TO THREE EARLY INTERVENTION SYSTEM
Revised October 2002**

Definition:

According to the federal law, Individuals with Disabilities Education Act Part C- Infants and Toddlers with Disabilities, all early intervention services will be provided in natural environments to the maximum extent appropriate to the needs of the child. Natural environments refer to settings where a peer without disabilities would participate. These may include, but are not limited to, home and/or community settings such as: child care, gymnastics programs, play groups, toy lending libraries, library story hours, swimming pools, parents-day-out programs, and Early Head Start programs. The unique characteristics of the family within the community, together with the needs of the child, should be guiding factors in this process.

Vision and Standards:

The Birth To Three Early Intervention System has incorporated into its vision and philosophy a belief that services and supports should occur in settings most natural and comfortable for the child and family. The development of a natural system of supports within a family's community is promoted at all times. These settings should foster opportunities for the development of peer interactions with children without disabilities. Services should maximize the activities in the daily routine, reflecting the child's and family's schedule.

The Child Development Watch Program (CDW), which serves children under Part C and their families, has incorporated into its standards and indicators (Standards for Early Intervention Services Delivery System as Provided by Child Development Watch, adopted Nov. 1996) that services are provided in the child's natural environments.

1. First Contacts:

When parents learn that their child has a delay or disability, they may ask about the options for intervention, including the use of natural environments. The CDW Team members then discuss community resources, supports and programs. Through this discussion, the integration of the child's and family's needs are assessed and the concept of natural environments is reinforced. The preference is to have the first meeting in the family's environment.

2. Evaluations and Assessment Planning:

When planning for the child's evaluations and assessment, the team, comprised of family members, the primary care physician, providers (as appropriate), the CDW service coordinator, and other assessment staff will consider the advantages and disadvantages of various locations. Emphasis should be put on providing the

assessment in the context of the child's natural environments. When families identify resources, priorities and concerns related to enhancing the development of their child, the team will consider the family's preference for the environment in which any personal interview may occur. The team will consider the family's perspective of natural environments for their child as part of the identification of resources, priorities, and concerns. The CDW service coordinator will support the family to ensure resources are located, priorities are established, and concerns are addressed.

3. Development of Outcomes/Initial Individualized Family Service Plan (IFSP) Meeting:

When developing and prioritizing outcomes and identifying strategies to meet outcomes, the team will consider the advantages and disadvantages of various environments in which activities may be implemented. The team will recognize that all activities and services do not have to be provided in the same location.

The team will focus on identifying the child's activity settings and learning opportunities in each of these settings. Activity settings are where the child plays and learns. Learning opportunities build on existing capabilities. Understanding a family's routines is critical in identifying when learning opportunities occur in various settings.

The IFSP team identifies the unique needs of the child and family. Based on these unique needs, the IFSP team determines the frequency, intensity and locations in which services and supports will be provided. Frequency and intensity of services may be affected by the location in which services are provided. Opportunities for informal networking with other families may also be affected by location decisions.

Families need to be aware of available options in order to make informed decisions while participating as members of the IFSP team. Interventionists will discuss these options with each family. Consideration of natural environments for child and family is an on-going activity, which begins with the first contact and continues through the entire IFSP process. In almost all cases, the IFSP process will result in services and supports that are embedded in the child and family's normal daily routines. If interventions cannot take place in natural environments at the initiation of the plan, the IFSP team will pursue moving services to the natural environments as the plan is updated.

Written documentation in the IFSP indicates that natural environments were discussed with the family. What constitutes a natural environment is unique to each child and family. Only when the outcomes cannot be met by providing services and supports in natural environments, then the IFSP team will consider the use of other environments. The IFSP team shall include on the IFSP a written justification of which services will not be provided in natural environments. In these cases, written documentation will indicate that the services will be provided to meet the unique needs of the child and family in another environment.

4. Periodic Review and Transition Planning:

When reviewing outcomes and strategies, the team will consider whether the previously identified activities, supports, and service locations remain appropriate. The team will again focus on identifying the child's activity settings and learning opportunities in these settings. The team will strive to adjust plans in order to engage interventions in natural environments. When developing a transition plan to Part B and other programs, the team will consider the least restrictive environments.

In order to facilitate communication among school districts, families, providers, CDW service coordinators, child care, and community programs, Delaware has established Sequenced Transition to Education in the Public Schools (STEPS) Early Childhood Transition Teams. Transition planning occurs for all children, including a discussion of options for services and supports in natural environments.

Recommended practice suggests the following questions be asked of families, professionals, primary care physicians, child care, and others providing services at each decision point throughout the IFSP process and during transition:

- What are the child's strengths, interests, and needs?
- What are the family's strengths interests, and needs?
- What does the family identify as natural environments?
- Where are the child's activity and learning opportunities occurring?
- What are the identified activities and outcomes?
- What are the supports and services needed to conduct activities and attain outcomes?
- Can these activities, supports, and services be provided in the identified natural environments?
- If not, what are the barriers and what are the strategies to overcome these barriers?
- Does documentation support how services best meet the needs of the child and family? (Including the use of natural environments or barriers to its use)

5. Provider Training Contracts:

Formalized provider training will include understanding the definition of natural environments, identifying the child's activity settings and learning opportunities in these settings, strategies for securing and incorporating natural environments, including how to implement the IFSP and deliver services in natural environments. Training will be for family members, early intervention personnel, teachers, parents, child care professionals, and therapists. All provider contracts, as they are renewed, will support the options of services in natural environments and attendance reporting to allow providers to describe a broader range of settings for service delivery.

The transdisciplinary model of service delivery model promotes consultation and early intervention in natural environments. Ongoing technical assistance and consultation are offered in support of training received through provider contracts. This support can occur from CDW or through mentor relationships.

Data Collection and Capacity Building:

As a prelude to the development of the Individualized Family Service Plan (IFSP), the CDW Service Coordinator will review “natural environments” with the family and the IFSP Team. The intent of the review is to provide full consideration for development of outcomes, which incorporate early intervention services into family and child routines and addresses the full range of options for locations, natural learning environments, and learning opportunities. Subsequently, a review of natural environments will be incorporated into Peer Review and Quality Assurance IFSP reviews. The IFSP reflects utilization of natural environments. The CDW Service Coordinator will indicate this in the IFSP. Data will be analyzed from monitoring of IFSPs.

Data regarding natural environments will be obtained through the Birth to Three ongoing monitoring and evaluation activities such as surveys of families, child care professionals, service providers, and focus groups. If the data identifies geographic areas where there are limited or no options for support and services in the natural environment, the Quality Management Coordinator will work to develop new providers and partnerships within the identified communities. If the data identifies a service provider group unable to provide services or support in a natural environment, additional training and technical assistance will be delivered by a team from the Birth to Three office.

The State Interagency Coordinating Council (ICC) will assist in building capacity within communities through its Transdisciplinary Committee, Building Capacity in Natural Environments Committee and local children's advocacy groups. The State ICC will advise and assist on improving community linkages by including members such as Early Head Start, Head Start, the Early Childhood Assistance Program (ECAP), the child care community, libraries, playgroups, and the faith community who focus on services to all young children. The State ICC will advise and assist on financial barriers to providing services within natural environments, including barriers with private and public health insurance. In addition, the State ICC will assist in providing training to family service providers and early care and education providers, including child care professionals, on family-centered practices, early intervention services and natural environments.

Revised by the Delaware Interagency Coordinating Council on October 22, 2002

APPENDIX C-
CHILD DEVELOPMENT WATCH
PART C PROCEDURAL SAFEGUARDS

I. GENERAL RESPONSIBILITY

The Delaware Department of Health and Social Services (DHSS) has established procedural safeguards that meet the requirements of the Individuals with Disabilities Education Act, Part C and ensures the effective implementation of those safeguards by each public agency involved in the provision of early intervention services. All agencies receiving either Part C federal funds or state funds, authorized by the Interagency Resource Management Committee, for early intervention services are required to abide by these safeguard policies and procedures. Any provider not abiding by these policies and procedures will lose program funding.

II. DEFINITIONS

- A. Consent means that:
1. The parent has been fully informed of all information relevant to the activity for which consent is sought, in the parent's native language or other mode of communication;
 2. the parent understand and agrees in writing to the carrying out of the activity for which consent is sought, and the consent describes that activity and lists the records (if any), including physical documents and recorded information, that will be released and to whom; and
 3. The parent understands that the granting of consent is voluntary and may be revoked at any time.
- B. Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
- C. Education records means the records covered by the Federal Regulations Implementing the Family Educational Rights and Privacy Act. (FERPA).
- D. Native language, when used with reference to persons of limited English proficiency, means the language or mode of communication normally used by the parent of an eligible child.
- E. Participating Agency means any agency/institution, which collects and maintains, or uses personally identifiable information is obtained.
- F. Personally identifiable means that information includes:
- a. the name of the child, the infant or toddler's parent or other family member;
 - b. the address of the child, the parent or other family member;
 - c. a personal identifier, such as the social security number of the child, parent and other family member;
 - d. a description of personal characteristics or other information that would make it possible to identify the child, the parent or other family member with reasonable certainty; and
- G. Parent means a natural parent, an adoptive parent, a legal guardian, a person acting as a parent, or a surrogate parent appointed in accordance with Part C regulations. This definition was intended to include persons acting in the place of a parent, such as grandparent or stepparent with whom a child lives, as well as persons who are legally responsible for the child's welfare. The term does not include the State if the child is a ward of the State.

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- H. A record is any information recorded in any way, maintained by an agency or service provider, or by any party acting for an agency or service provider. These records include files, evaluations, reports, studies, letters, telegrams, minutes of meetings, memoranda reflecting oral conversations, handwritten or other notes, charts, graphs, data sheets, films, videotapes, slides, sound recordings, discs, tapes, and information stored on microfilm or microfiche or in computer-readable form.
- I. Mediation is an informal process in which an impartial person helps parties in conflict resolve their differences and find solution satisfactory to all sides.

III. NOTICE TO PARENTS

- A. Agencies must give adequate notice to fully inform parents about their safeguards under IDEA, including:
 - 1. a description of the extent the notice is given in the native language of population groups in the state;
 - 2. a description of the children on whom personally identifiable information is maintained, types of information sought, methods used to collect information (including sources to be used) and uses of information;
 - 3. summary of policies and procedures participating agencies must follow regarding storage, disclosure to 3rd parties, retention and destruction of personally identifiable information; and
 - 4. a description of all rights of parents and children regarding this information including FERPA and IDEA rights.

B. NOTICE PRIOR TO ANY ACTION

- 1. Before any major Child Find activity, notice will be published in the newspaper or other media with circulation adequate to notify the Parents throughout the state.
- 2. Written prior notice must be provided to the parents before:
 - a. any proposal to initiate or change the identification of a child, or
 - b. a refusal to initiate or change the identification of a child.
 - c. This notice may consist of a "consent to an evaluation" form.
- 3. Written prior notice must be received by the parents of an eligible child ten- (10) working days before a public agency or a service provider:
 - a. proposes to change the evaluation or the placement of their child, or to initiate or change the provision of appropriate early intervention services to the child and the child's family or
 - b. refuses to initiate or change the evaluation or placement of their child, or the provision of appropriate early intervention services to the child and his or her family.
- 4. Agencies and providers shall maintain a copy of the notice and documentation of notification.

C. CONSENT OF NOTICE

- 1. The content of the notice must be in sufficient detail to inform the parents about:
 - a. the action that is being proposed or refused;
 - b. the reasons for proposing or refusing the action;
 - c. the information upon which the proposal or refusal is founded;
 - d. the parent's right to refuse to consent to the action, including any consequences for parent or child if the parent refuses to consent;

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- e. the parent's right to appeal the proposal or refusal to act, including a description of the method of making such an appeal, whether activities to which the parents object will be delayed pending the appeal, and whether activities sought by the parent will be implemented pending the appeal; and
- f. all procedural safeguards available under the Part C statute and regulations.

2. The notice shall be:

- a. written in language understandable to the general public; and
- b. provided in the parent's native language, unless it is clearly not feasible to do so.

COMMENT: Efforts to accomplish this requirement shall include, but shall not be limited to, a comprehensive translator search which may range beyond the geographic area served by the agency or provider and inquiries to the lead agency which shall maintain a resource list of translators.

- c. If the native language or other mode of communication of the parent is not a written language, the public agency or designated service provider shall take steps to ensure that:
 - (1) the notice is translated orally, or by other means, to the parent in the parent's native language or other mode of communication;
 - (2) the parent understands the notice; and
 - (3) there is written evidence that the requirements of this paragraph have been met.
- d. If the parent is deaf or blind, or has no written language, the mode of communication shall be that normally used by the parent (e.g., sign language, Braille, or oral communication).

D. NOTICE TO NATURAL PARENT: When the natural parent is known, that parent should also receive notices of actions taken by the "acting parent".

E. NOTICE OF PARENT RIGHTS: Parents shall be informed that they have the following rights:

- 1. the right to a comprehensive, multidisciplinary evaluation, including assessment, within forty-five (45) calendar days of the receipt of referral by the Part C Birth to Three Early Intervention System;
- 2. the right to appropriate early intervention services for their child and family;
- 3. the right to refuse evaluations and assessments, and services;
- 4. the right to ten (10) working days advance notice before a change is made or refused in the identification, evaluation, or placement of their child, or in the provision of services to the family;
- 5. the right to confidentiality of personally identifiable information;
- 6. the right to review and seek correction of records;
- 7. the right to be invited to and to attend and participate in meetings in which a decision is expected to be made regarding a proposal to change the identification, evaluation, or placement of the child or the provision of services to the child or family;
- 8. the right to utilize an advocate or lawyer in any dealings with the Part C Early Intervention System; and
- 9. the right to utilize administrative and judicial processes to resolve complaints.

F. HOW PARENTS SHALL BE INFORMED OF THEIR RIGHTS

- 1. Written notice of parents' rights shall be provided when:
 - a. the family has initial contact with the early intervention system;
 - b. the initial evaluation and assessment is proposed or refused;
 - c. the eligibility determination is made;
 - d. the IFSP is being developed or reviewed; and
 - e. a change in services or placement is proposed or refused.

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2. The notice shall be in the language of and by means understandable to the parents.
COMMENT: In addition, the parent should be informed verbally of any of the actions listed above.

- G. **INFORMING PARENTS OF RIGHTS PERTAINING TO PART B:** Parents should be informed of their rights relating to the Part B system in enough time to permit the parents to ensure that the child, if eligible, will receive appropriate Part B services in a timely fashion.

- IV. **PARENT CONSENT**
 - A. **WHEN INFORMED CONSENT MUST BE OBTAINED**
 1. before conducting initial and subsequent evaluations and assessments, including family assessments;
 2. at the time the IFSP is developed or reviewed, Parents shall be required to sign the IFSP as evidence of that consent.
 3. before initiating early intervention services at any time prior to the development of the IFSP; and
 4. before a significant change in identification, placement, evaluation or assessment, or in the amount or type of services.

 - B. **INFORMED PARENTAL CONSENT TO AN EVALUATION OR ASSESSMENT**
 1. the parent understands the purpose of the evaluation or assessment and the procedures to be employed;
 2. the parent understands any burdens a parent or family may bear as a result of the assessment or evaluation; and
 3. the parent understands the possible adverse consequences of refusing to consent to an assessment or evaluation procedures.

 - C. **INFORMED PARENTAL CONSENT TO THE PROVISION OF SERVICES**
 1. the parent understands the purpose of each service to be provided and how the service will be provided;
 2. the parent understands the cost (if any) that parents or family may incur for the services;
 3. the parent understands any burdens that parents or family may bear as a result of each proposed services; and
 4. the parent understands the possible adverse consequences of refusing proposed services.

 - D. **PARENTS RIGHT TO DECLINE SERVICE**
 1. The parents may determine whether they, their child, or other family members will accept or decline any Part C early intervention service in accordance with State law without jeopardizing other early intervention service under Part C.
 2. Providers may not refuse to perform an evaluation or assessment procedure or deny a service because parents have refused to consent to another procedure or service.
COMMENT: an evaluation, assessment, or service could only be withheld if the procedure or service would have no validity or be ineffective without the refused procedure or service. This situation, however, would be rare.

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E. ENCOURAGING PARENT CONSENT IF CONSENT IS NOT GIVEN

1. Reasonable efforts shall be made to ensure that the parent:
 - a. is fully aware of the nature of the evaluation and assessment or the services that would be available; and
 - b. understands that the child will not be able to receive services unless consent is given.
 - c. activities may be pursued that are designed to encourage parents to consent to recommended assessment or evaluation procedures and recommended services that they have refused, including:
 - (1) providing parents with relevant literature or other materials;
 - (2) offering parents peer counseling;
 - (3) periodically renewing contact with parents, on an establishing time schedule, to determine if they have changed their minds about the desirability of recommended procedures or services.COMMENT: Any efforts to encourage parent consent shall be sensitive to the family and respect parent decisions.

F. OVERRIDE POLICY FOR INITIAL EVALUATIONS

1. The agency may only override parents' refusal to consent to an initial evaluation if that refusal constitutes medical abuse or neglect, where such abuse and neglect are required to be reported under state law.
2. A parents' refusal to consent to an evaluation is not by itself cause to suspect abuse or neglect.

I. SURROGATE PARENTS

A. WHEN SHOULD A SURROGATE BE APPOINTED

1. The state is mandated to appoint a surrogate parent when:
 - a. Custody has been awarded to the Department of Services for Children, Youth and their Families or other State agency by the Family Court; or
 - b. if no parent can be identified;

COMMENT: It is unlikely that many infants or toddlers will be without someone who fits the definition of parent.

- c. if the whereabouts of a parent cannot be discovered after reasonable efforts; or reasonable efforts include, but are not limited to, telephone calls, letters, certified letter with return receipt requested, or visits to the parents' last known address.
- d. the rights of the natural parents have been terminated by Family Court, no guardian has been appointed, and the infant/toddler has not been adopted (wards of the state);
2. A surrogate parent may be appointed by voluntary written consent to the appointment by the parent which is revocable at any time by the parent with written notice to the Department of Health and Social Services.

B. CRITERIA FOR SELECTION OF SURROGATES:

1. The lead agency ensures that the surrogate parent is selected as permitted by state law (Delaware Code Title 14 §3132).
 - a. has no interest that conflicts with the interests of the child he/she represents;
 - b. has knowledge and skills that ensure adequate representation of the child;
 - c. is not an employee of any agency involved in the provision of early intervention or other services to the child;
 - (1) A person, who otherwise qualifies as a surrogate parent, shall not be considered an employee of a public agency solely because he/she is paid by a public agency to serve as a surrogate parent.

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- (2) Foster parents are not considered employees for the purposes of this requirement.
 - (3) A foster parent may serve as a surrogate parent so long as the foster parent is planning on being the child's foster parent for the foreseeable future or to adopt the child.
 - (a) has familial, social, and/or cultural ties to child, whenever possible.
2. Method for determining whether a child needs a surrogate parent.
- a. anyone can notify the Educational Surrogate Parent (ESP) Coordinator that a child may be eligible. Most often it will be either an employee of the Department of Services for Children, Youth, and Their Families or Child Development Watch that become aware of the need.
 - b. a referral form is completed. The original is sent to the ESP Coordinator and a copy is sent to the Division of Management Services. A determination is then made regarding the child's eligibility based on the above criteria (V.A.1).
 - c. the ESP Coordinator selects a potential ESP for the child from the list of certified people. After the recommendation is reviewed and approved by the Department of Health and Social Services the surrogate parent is appointed to represent the child.
- C. RIGHTS AND RESPONSIBILITIES OF A SURROGATE:
- The surrogate parent has all the rights of a natural or adoptive parent as they pertain to Part C and shall represent a child in all matters relating to:
- 1. Evaluation and assessment of the child;
 - 2. The development, implementation, annual evaluation, and review of the IFSP;
 - 3. The ongoing provision of early intervention services; and
 - 4. Any other rights under Part C.
 - 5. A surrogate parent shall maintain standards of practice as outlined in the Educational Surrogate Parents Manual.
- D. TERMINATION
- 1. A surrogate may be replaced only when:
 - a. he/she wishes to relinquish surrogate responsibilities; or
 - b. the Department determines that the appointment will be terminated based on the material failure of the surrogate to discharge his/her duties or maintain confidentiality.
 - 2. If the surrogate is terminated, the surrogate has a right to appeal through the established appeal process described under Section VIII of this document.
- E. TRAINING/ASSISTANCE:
- 1. The Educational Surrogate Parent Program and the Department of Health and Social Services shall provide initial training for surrogate parents.
 - 2. All surrogate parents are required to take the initial training provided for surrogate parents.
 - 3. Surrogate parents shall be provided follow-up training and assistance in performing their duties when necessary or upon request.
- F. COMPENSATION
- 1. Surrogate parents shall be reimbursed by the Department of Health and Social Services for all reasonable and necessary expenses incurred in pursuit of their duties.
 - 2. Reasonable and necessary expenses include, but are not limited to mileage for attendance at meetings concerning the child, long-distance telephone calls concerning the child's services, photocopying of the child's records.

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VI. CONFIDENTIALITY OF INFORMATION

- A. All confidentiality policies and procedures meet Part B confidentiality requirements of information with some modifications to the definitions.
- B. All personally identifiable information concerning a child, the child's parent, or another family member is confidential.
 - 1. Parental consent must be obtained before personally identifiable information is
 - a. disclosed to anyone other than officials of participating agencies collecting or using the information under Part C of the federal Individuals with Disabilities Education Act, subject to paragraph 2 of this section; or
 - b. used for any purpose other than meeting a requirement under Part C.
 - 2. An agency or institution subject to Part C regulations may not release information from early intervention records to participating agencies without parental consent unless authorized to do so under FERPA.

C. CONSENT TO DISCLOSURE

- 1. Informed consent must be obtained before any disclosure of confidential information, except in the following circumstances:
 - a. public agency or service provider may disclose confidential information to its employees who have a legitimate need for the information;
 - b. confidential information may be shared among employees within a division of state government on a need to know basis, but only between divisions in compliance with individual Departmental guidelines on interagency sharing of information; or
 - c. disclosure of confidential information may be made:
 - (1) to authorized representatives of the Controller General of the United States, the U.S. Secretary of Education, or a state agency responsible for the administration of the Part C program when the disclosure is in connection with an audit or evaluation of the Part C program or for ensuring the program's compliance with legal mandates, and the representatives to whom the disclosure is made protect against further disclosures and destroy the information no longer needed;
 - (2) to organizations conducting studies to develop, validate, or administer predictive tests, to administer financial aid programs, or to improve Part C services; and
 - (a) the study is conducted in a manner that does not permit personal identification of parents, children, or family members; and
 - (b) the information is destroyed when no longer needed for the purposes of the study;
 - (3) to accrediting organizations to carry out their functions;
 - (4) to comply with a judicial order of lawfully issued subpoena and a reasonable effort has been made by the disclosure to notify the parents in advance of compliance;
 - (5) To the eligible child's parent.
 - d. Each time a disclosure is made in circumstances #2-5 above:
 - (1) the parent must be informed of that disclosure as soon as is possible; and
 - (2) the disclosure must be recorded in the child's record and include the name of the party to whom the information was disclosed, the date of disclosure, and the purpose of disclosure.

D. SEEKING CONFIDENTIAL INFORMATION

- 1. A public agency or service provider must have informed parental consent to seek confidential information unless:
 - a. it is legally required to do so; or
 - b. the information is necessary to respond to a health or safety emergency.

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2. Parents may be asked to sign a general release that would allow agencies or providers to seek or provide confidential information from others as long as:
 - a. parents are informed of their right to refuse to provide such authority and notification of that right appears on the written release form.
 - b. The release form lists those from whom the information may be sought and specifies what types of information may be sought from each;
 - c. Parents are given the opportunity to limit the information that might be released and the parties from whom information may be released;
 - d. the release is revocable at any time, parents understand that, and it is so stated on the release form; and
 - e. the release is limited to one year or until the development or review of the IFSP, whichever comes first.
3. Each disclosure of confidential information pursuant to a general release shall be recorded in a child's record.

E. RELEASE OF SENSITIVE INFORMATION

1. Parents must give specific release for any disclosure of sensitive information. Sensitive information includes, but is not limited to, information pertaining to sexual or physical abuse, mental health treatment, HIV status, or a child's parentage.
2. There should be a space provided on the release form where parents can indicate information that they do not want released without their written consent.

F. RELEASE OF INFORMATION TO THOSE WHO WILL SERVE THE CHILD UPON TRANSITION FROM THE PART C SYSTEM:

Parents must give informed written consent for the release of information to the public school system or any other agency or provider that may serve their child upon transition from the Part C System.

G. SECONDARY DISCLOSURE OF CONFIDENTIAL INFORMATION

1. An agency, may, without parental consent, make a secondary disclosure of confidential information obtained from another party only if such a disclosure is both:
 - a. permitted under the terms of the original disclosure made to the agency or provider; and
 - b. either:
 - (1) permitted by policy F.2., above; or
 - (2) consistent with a general release provided by the parents that meets the requirements for general releases.

H. AGENCY RESPONSIBILITY FOR MAINTAINING CONFIDENTIALITY

1. All agencies are required to protect confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages.
2. Each agency or provider must designate one person to be responsible for ensuring the confidentiality of personally identifiable information;
3. All persons collecting or using personally identifying information or using personally identifying information must receive training and instruction regarding state policies and procedures.
4. Each agency or provider must maintain, for public inspection, a current list of the names and positions of employees who have access to personally identifiable information.

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G. DESTRUCTION OF RECORDS

1. The Health and Social Services Department shall inform parents when personally identifiable information collected, maintained, or used under Part C is no longer needed to provide early intervention services to the child.
2. The information must be destroyed at the request of the family. The Department can keep information demonstrating that at one time they served the child and family including the name, address, phone number of the child.
3. When the family requests that information be destroyed, the Department should remind them that the records may be needed by the child or parent for social security, health or other purposes.

VII. RIGHT TO REVIEW AND CORRECT RECORDS

A. ACCESS

1. Participating agencies must presume that the parent has the authority to inspect/review records relating to their child unless it has been advised that the parent does not have the authority under state law.
2. The parents of eligible children must be afforded the opportunity to examine, inspect, and review records regardless of source regarding their child or family that relate to:
 - a. screening, evaluation, assessment, eligibility determination, and the development and implementation of the IFSP;
 - b. the filing of individual complaints dealing with the child or family; and
 - c. any other area under the Part C regulations involving records about the child and the child's family.
3. Parents shall not be refused access based on the identity of the agency of provider maintaining the records.
4. Parents may be refused access to the following records:
 - a. records of service, supervisory, and administrative personnel that are kept in the sole possession of the maker of the record and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
 - b. records of a law enforcement unit of a public agency or private provider; and
 - c. records relating to an individual who is employed by an agency or provider that are made and maintained in the normal course of business, that relate exclusively to the individual in that individual's capacity as employee, and that are not available for use for any other purpose. This subparagraph does not apply to records relating to a parent who is employed as a result of the parent's status as a recipient of services or as a result of the parent's child receiving services.
5. If any record includes information on more than one child, parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.
6. Each agency must keep a record of all parties obtaining access to records collected, maintained, or used (except access by parents and authorized employees of the agency), including:
 - a. the name of the party requesting access;
 - b. the date of access; and
 - c. purpose of access.

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B. RIGHTS RELATED TO REVIEWING RECORDS

1. The right to review a record includes:
 - a. the right to explanations and interpretations of the record;
 - b. the right to obtain a copy of the record; and
 - c. the right to have a representative of the parent's choosing review the record.
2. When a parent asks to review a record, the agency or provider maintaining the record, must comply with a request within ten- (10) working day.
3. When a request for records is made in connection with an IFSP meeting or formal hearing to resolve A complaint the agency or provider shall provide the records prior to the meeting or hearing at least five (5) days before the proceeding.
4. An agency or provider may not charge a fee to search for or retrieve a record.

C. PARENT REQUEST TO AMEND A RECORD

1. A parent may request that information in a record be amended, including deletion, if:
 - A. that information is inaccurate or misleading; or
 - B. that information violates the privacy or other rights of the parent's child or family.
2. When a parent requests in writing to the Department that a record be amended, the agency or provider must act on that request within ten (10) working days from the time the request is received.
3. If the agency or provider refuses to amend the records as requested, it must:
 - a. inform parent (s) of the refusal in writing; and
 - b. advise the parents in writing that they may appeal the refusal and how to invoke the appeal process. The parents have the right to appeal through mediation or the formal hearing process.
4. If the parent chooses not to appeal, or loses the appeal, the parent may place in the files of the agency or provider maintaining the contested record a corrective state commenting on the information and/or setting forth the parent's reasons for disagreeing with the decision on appeal.

The agency or provider must:

 - a. maintain that statement along with the contested record as long as the record is maintained; and
 - b. provide that statement along with the contested record if the record or information is ever disclosed to any party.
5. If the parent wins the appeal, the agency or provider must:
 - a. amend the record
 - b. inform parents in writing.

D. INFORMATION ABOUT THE MAINTENANCE OF RECORDS

1. The Division of Management Services must provide parents with information about the types and locations of records collected, maintained, or used by public agencies or private providers relating to:
 - a. screening, evaluation, assessment, eligibility determinations, or the development and implementation of the IFSP.
 - b. Individual complaints dealing with children or families; and
 - c. any other area under Part C regulations involving records about children and families.
2. Each public agency and private provider must maintain and provide to parents, upon request:
 - a. a list of the types and locations of records collected, maintained, or used by the agency or provider relating to:

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- (1) screening, evaluation, assessment, eligibility determinations, or the development and implementations of IFSPs;
- (2) individual complaints dealing with children or families; and
- (3) any other area under the Part C regulations involving about children or families; and the title and address of the person to whom requests to review such records should be made.

VIII. IMPARTIAL PROCEDURES FOR RESOLVING INDIVIDUAL CHILD COMPLAINTS

A. SYSTEM ASSURANCE

1. The Department of Health and Social Services ensures that a system has been established and is operating for conducting formal hearings that:
 - a. addresses parent's complaints about identification; screening; evaluation; assessments; eligibility determinations; the development, review, and implementation of the IFSP; and the to respect parents' procedural rights;
 - b. provides parents a clear and easy-to-use method of requesting a hearing; and
 - c. is capable of resolving through a single proceeding a complaint involving two or more agencies or providers.
 - d. meets the following requirements as required by §99.22 of FERPA, and
 - (1) the hearing will be held within a reasonable time after it has received the request for the hearings from the parent;
 - (2) The parent is provided with a notice of the date, time and place, reasonably in advance of the hearing;
 - (3) the hearing will be conducted by an individual who does not have a direct interest in the outcome of the hearing;
 - (4) the parent will have a full and fair opportunity to present evidence relevant to the issues raised. The parent may be assisted or represented by one or more individuals of his or her own choice, including an attorney;
 - (5) the decision will be made in writing within a reasonable period of time after the hearing;
 - (6) the decision will be based solely on the evidence presented, and must include a summary of the evidence and the reasons for the decision

B. DUE PROCESS REQUEST

1. Parents may initiate the request for a hearing on any issue that is in dispute by filing a written complaint with the Division of Management Services.
2. Parents shall be offered assistance by the Division of Management Services in filing the complaint.

C. RESPONSE TO A FILED REQUEST FOR DUE PROCESS

1. The Division of Management Services shall:
 - a. Respond within 7 days of receiving the complaint by:
 - (1) notifying the parents of low cost legal advocacy services;
 - (2) notifying parents of their rights related to the hearing process;
 - (3) notifying parents of the option of mediation, including a description of the mediation process and its voluntary nature; and
 - (4) appointing an impartial hearing panel.

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D. PARENT RIGHTS

1. Parents have the following rights with regard to the hearing process:
 - a. the right to be accompanied and advised by counsel and by individuals with special knowledge or training with respect to early intervention services;
 - b. the right to present evidence, and confront, cross-examine, and compel the attendance of witnesses;
 - c. the right to prohibit the introduction of any evidence at the proceeding that has not been disclosed to the parent at least five (5) days before the proceeding;
 - d. the right to obtain a written or electronic verbatim transcription of the proceeding; and
 - e. the right to obtain written findings of fact and decisions.

E. CRITERIA FOR APPOINTING HEARING OFFICERS

1. Knowledge of the provisions of Part C and of the needs of and services available to eligible children and their families; and
2. be impartial, meaning that:
 - a. they may not be employed by any agency or program involved in the provision of early intervention services or in the care of the child; and
COMMENT: A person who otherwise qualifies under this section is not an employee solely due to being paid by the agency to implement the complaint resolution process.
 - b. they may have no other conflict of interest, either personal or professional, that might impair their objectivity.

F. RESPONSIBILITIES OF HEARING OFFICERS

1. Listen to the presentation of relevant viewpoints about the complaint, examine all information relevant to the issues, and seek to reach a timely resolution of the complaint; and
2. Provide a record of the proceedings, including a written decision.

G. MEDIATION

1. Parents or service providers may request mediation at any time during the complaint process by putting the request in writing to the Department of Health and Social Services. Both parties must sign the request for mediation as an indication of their willingness to engage in mediation.
2. Parents may:
 - a. not be required to participate in mediation as a condition of having a formal hearing;
 - b. choose to pursue both mediation and a formal hearing, with the formal hearing proceeding within the time limits prescribed; and
 - c. accept or reject a request for mediation by an agency or provider.
3. Upon receipt of the request for mediation the Division of Management Services shall:
 - a. promptly appoint an impartial mediator who will schedule a meeting within ten (10) working days of his/her appointment at a time and place mutually convenient to all involved parties; and
 - b. provide all parties with a copy of a handbook that outlines the mediation process.
4. Mediation shall be provided at no cost to either party and in accordance with the process outlined in a mediation handbook.

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H. CONVENIENCE OF PROCEEDINGS

1. Hearings shall:
 - a. occur at a time and place convenient for the parents; and
 - b. be concluded within 30 days from the time of receipt of the complaint, with a written decision being mailed to each party.

I. DECISIONS

1. Decisions are enforceable by the Department of Health and Social Services;
2. shall be maintained by the Department of Health and Social Services in a central file, which is accessible to the public and has all personally identifiable information deleted;
3. that determine that the information in records is inaccurate, misleading, or violate privacy/rights of the child must be;
 - a. amended, and
 - b. parents must be informed in writing of that decision.

J. PROVISION OF SERVICES DURING PROCEEDINGS

1. While any proceedings are pending, including mediation, the child and family must continue to receive the early intervention services that were being provided before the complaint was filed, unless the family and agency or provider agree otherwise.
2. If the complaint involves an application for initial services, the child and family must receive all services that are not in dispute.

- K. CIVIL ACTION: Parents who are aggrieved by the final decision of the formal hearing system may challenge the decision by bringing a civil action in state court within 30 calendar days of the decision or in federal court where there is no time limit.

8/28/94