

**REQUEST FOR PROPOSALS FOR PROFESSIONAL
HEALTHCARE SERVICES
ISSUED BY THE STATE OF DELAWARE DEPARTMENT OF
HEALTH & SOCIAL SERVICES
CONTRACT NUMBER HSS-15-032**

I. Overview

The State of Delaware Department of Health & Social Services seeks contractors to provide professional Healthcare services for various divisions. 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: June 12, 2015
Deadline for Questions	Date: June 24, 2015
Pre-Bid Meeting	Date: July 15, 2015 at 10:00 AM
Response to Questions Posted by:	Date: July 29, 2015
Deadline for Receipt of Proposals	Date: August 12 th at 11:00 AM (Local Time)
Estimated Notification of Award	Date: September 1, 2015

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

NON- MANDATORY PREBID MEETING

A pre-bid meeting has been scheduled for **July 15, 2015 at 10:00 AM** at:

Delaware Health & Social Services
Herman M. Holloway Sr. Campus
Main Administration Building, Room # 301
1901 N DuPont Highway
New Castle Delaware, 19720.

This is a non-mandatory meeting. We ask that vendors limit their attendees to 2 representatives and RSVP by contacting 320-225-9290.

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II. Scope of Services

This Request for Proposal is a department-wide RFP for healthcare services and the awarded contractor(s) may be required to provide the services outlined in their response to this RFP to other state entities in addition to the Department of Health & Social Services (DHSS). **Please reference Appendices B through F for each Division's scope of services. Vendors may bid on all or selected Scope of Services from Appendices B thru F .**

III. Mandatory Eligibility Requirements

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.
- The contractor shall be a Medicaid participating provider.
- The contractor shall be eligible and capable of submitting direct claims to Medicaid, Medicare and other private insurance companies.
- Physical therapists shall have at least 2 years of experience with individuals with cognitive and physical impairments.
- Physical therapists shall have experience of at least 2 years with basic skills that are needed for evaluation and implementation of risk fall assessments, safety restraint reduction, complex seating and mobility related to w/c, splinting, ADL assessments, environmental modification, aquatic therapies, home evaluation especially bathing equipment and adaptations, assistive technology and advanced sensory motor evaluations
- The contractor shall provide the facility with a National Provider Identifier.

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- It is expected that the contractor will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.

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.
- The contractor shall provide the facility with a National Provider Identifier.
- The contractor shall be a Medicaid participating provider.
- The contractor shall be eligible and capable of submitting direct claims to Medicaid, Medicare and other private insurance companies.
- The speech therapist shall have at least 2 years of experience with individuals with cognitive and physical impairments.
- The speech therapist shall have experience of at least 2 years with basic skills that are needed for evaluation and implementation of feeding/swallowing programs, communication training and augmentative devices. Also experience in risk fall assessments, safety restraint reduction, complex seating and mobility related to w/c, splinting, ADL assessments, environmental modification, aquatic therapies, home evaluation, assistive technology and advanced sensory motor evaluations, as related to discipline.
- It is expected that the contractor will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.

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Respiratory Therapists

Eligibility requirements shall include:

- The respiratory 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.
- The contractor shall provide the facility with a National Provider Identifier.
- The contractor shall be a Medicaid participating provider.
- The contractor shall be eligible and capable of submitting direct claims to Medicaid, Medicare and other private insurance companies.
- It is expected that the contractor will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.

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.
- The occupational therapist shall have at least 2 years' experience with individuals with cognitive and physical impairments.
- The occupational therapist shall have experience of at least 2 years with basic skills that are needed for evaluation and implementation of risk fall assessments, safety restraint reduction, complex seating and mobility related to w/c, splinting, ADL assessments, environmental modification, aquatic therapies, home evaluation especially bathing

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equipment and adaptations, assistive technology and advanced sensory motor evaluations.

- 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.

- The contractor shall provide the facility with a National Provider Identifier.

- The contractor shall be a Medicaid participating provider.

- The contractor shall be eligible and capable of submitting direct claims to Medicaid, Medicare and other private insurance companies.

- It is expected that the contractor will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.

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.

- Validated credentials packages for all dieticians 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.

- The contractor shall provide the facility with a National Provider Identifier.

- The contractor shall be a Medicaid participating provider.

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- The contractor shall be eligible and capable of submitting direct claims to Medicaid, Medicare and other private insurance companies.

Medical Director/Physician/Nursing Staff:

Eligibility requirements shall include:

- The Medical Director shall be: board certified in family medicine, internal medicine, internal medicine or geriatrics, be a Certified Medical Director, have experience in supervising other physicians, ancillary personnel and medical services in a nursing facility or similar setting, having knowledge of long-term care regulations and guidelines, possess a license to practice medicine in the State of Delaware for the term of the contract and meet federal and state eligibility requirements to participate in Medicare.
- The Staff Physicians shall be: residency trained in the United States, board certified or eligible for board certification in family medicine, internal medicine and/or geriatric medicine, have experience with adult general medicine or geriatrics, possess a license to practice medicine in the State of Delaware for the term of the contract and shall meet federal and state eligibility requirements to participate in Medicaid and Medicare.
- The Advance Nurse Practitioners must possess Delaware Advance Practice Nurse license for Delaware in Medical, Surgical, Public Health or Gerontology; and, be in good standing with the State of Delaware for the term of the contract.
- Validated credentials packages for all practitioners/physicians and Advance Practice Nurses identified by the organization's proposal shall be submitted within immediately upon the Department's initiation of contract.
- The contractor shall provide the facility with a National Provider Identifier.
- The contractor shall be a Medicaid participating provider.
- The contractor shall be eligible and capable of submitting direct claims to Medicaid, Medicare and other private insurance companies.
- It is expected that the contractor will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.

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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
9. Cost of Services per attachment 15

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.

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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.

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 and Social Services
Main Administration Building
1901 North 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.

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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, 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 bidder's submission must consist of one (1) paper copy and eight (8) electronic copies on CD or DVD media disk.**

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 August 12, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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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-15-032 on the outside of the bid submission package.

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 **September 30, 2016**. The State of Delaware reserves the right to ask for an extension of time if needed.

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6. Late Proposals

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

7. Proposal Opening

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

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

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").

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FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

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

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

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

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

12. Multi-Vendor Solutions (Joint Ventures)

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

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adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

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

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14. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **June 24, 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 **July 29, 2015**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

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

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

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. 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.

20. Exceptions to the RFP

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

21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

22. Cooperatives

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

C. RFP Evaluation Process

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

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

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.

2. Proposal Selection Criteria

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

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

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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:

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Criteria Weight

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

Criteria	Weight
The qualifications and experience of the persons to be assigned to the project.	20
Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.	30
Safety performance record, for staff and patrons, creating, building and running similar projects.	10
References	10
Potential income projection, substantiated by prior project management of similar scope and content.	20
Ability to provide innovative, cost-effective, healthcare staffing solutions and methodologies	10
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.

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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).

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

4. Collusion or Fraud

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

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

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

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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.

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

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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 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

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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.

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
Contract Management & Procurement
1901 N. DuPont Highway
Herman M. Holloway Sr. Campus
New Castle, Delaware 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,

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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.

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:

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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 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. 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,

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

j. 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.

k. 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%).

l. Penalties

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

m. 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 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

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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.

n. 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.

o. Covenant against Contingent Fees

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

p. 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.

q. Vendor Responsibility

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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 to the approval and acceptance of Delaware Health & Social Services:

r. 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.

s. Fair Background Check Practices

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

t. Vendor Background Check Requirements

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

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

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

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract

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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.

u. 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.

v. Contract Documents

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

w. 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 to 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

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ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

x. 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.

y. 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.

z. 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.

aa. 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.

bb. 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.

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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. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-15-032 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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

2. Definitions of Requirements

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

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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.

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- Cost Spreadsheet
- Appendix A – Minimum Response Requirements
- Appendix B – Requirements for the Division of Substance Abuse
- Appendix C- Requirements for the Division of Public Health
- Appendix D- Requirements for the Division of Developmental Disabilities Services
- Appendix E- Requirements for the Division for the Visually Impaired
- Appendix F- Requirements for the Division of Services For Aging and Adults with Physical Disabilities

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 9, 11, 12, 13, and 15 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 wendy.m.brown@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

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

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

NO PROPOSAL REPLY FORM

Contract No. HSS-15-032

Contract Title: Healthcare Services

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

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

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

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

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

CONTRACT NO.: HSS-15-032
CONTRACT TITLE: Healthcare Services
DEADLINE TO RESPOND: August 12, 2015 at 11:00 AM (Local Time)

NON-COLLUSION STATEMENT

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

	Corporation
	Partnership
	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 _____

	Certification type(s)	Circle all that apply
<p style="text-align: center;">COMPANY CLASSIFICATIONS:</p> <p style="text-align: center;">CERT. NO.:</p> <p style="text-align: center;">_____</p>	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

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

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
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Attachment 5

Contract No. HSS-15-032
Contract Title: Healthcare Services

BUSINESS REFERENCES

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

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

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

1.	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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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-15-032	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-15-032
Contract Title: Healthcare Services

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:

- Number of employees who are residents of Delaware: _____
- 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.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

ATTACHMENT 11:
BIDDERS SIGNATURE FORM

STATE OF DELAWARE
Delaware 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.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

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

Violations and Penalties:

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

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
- 3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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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
Contract No. HSS-15-032

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

WHEREAS, Delaware desires to obtain certain services to _____; and _____.

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

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

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

1. Services.

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

2. Payment for Services and Expenses.

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

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

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

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- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

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4. Time Schedule.

- 4.1. A project schedule is included in Appendix A.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

5. State Responsibilities.

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

Vendor shall return any original data provided by Delaware.

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

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6. Work Product.

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

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

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

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9. Indemnification; Limitation of Liability.

9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:

- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
- b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
 - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
- b. Delaware's failure to use corrections or enhancements made available by Vendor;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

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

10. Employees.

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

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- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.
- 11.3. Vendor shall be responsible for providing liability insurance for its personnel.
- 11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

- 12.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.
- 12.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

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13. Termination.

13.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

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

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

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

13.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

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

15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

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

19. Complete Agreement.

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written

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- 19.2. consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 19.3. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 19.4. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

- 20.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

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20.8. Vendor shall maintain all public records, as defined by 29 Del. C. § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

21. Insurance.

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

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

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

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

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

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

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Governing Law.

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

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24. **Notices.**

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

DELAWARE:

(Agency contact address) _____

VENDOR:

(Vendor contact address) _____

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

**STATE OF DELAWARE
DEPARTMENT OF HEALTH & SOCIAL
SERVICES**

Witness

Name

Title

Date

VENDOR

Witness

Name

Title

STATE OF DELAWARE
Delaware Health & Social Services

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
12. One (1) complete Vendor Certification Sheet- Must have original signature
13. One(1) complete Statement of Compliance – Must have original signature

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 signature.**
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 the rest of the proposal.**

Appendix B-
Requirements For The Division of Substance Abuse (DSAMH)

SCOPE OF SERVICES

1) Executive Nursing Consultant (ENC)

Position Overview:

This position reports to the DSAMH Director. The contractor must be able to function with a high degree of independence and considerable discretion.

The position provides overall consultation, design and coordination of DSAMH-wide efforts to ensure that performance management (PM) and quality improvement (QI) programs are developed and managed using a data-driven focus that sets priorities for improvements aligned with ongoing DSAMH strategic imperatives. This position is responsible for providing executive –level consultation to the nursing department as well. This position provides non-supervisory consultation, design and coordination to three separate DSAMH entities: 1) DSAMH office of QA/PI, 2) the Delaware Psychiatric Center and 3) the community contracted providers who provide DSAMH funded services. The ENC will work closely with the DPC Director and DSAMH, DPC, and community provider PI leaders to develop infrastructure, processes and outcomes.

Minimum Requirements:

- Experience as a Director of Nursing or higher Executive Nurse Management
- Possession of a Delaware Registered Nurse license or multi-state compact license
- Experience in developing policies and procedures
- Experience in nursing operations management, which includes: planning, directing, coordinating and evaluating nursing operations typically through subordinate supervisors.
- Experience in a psychiatric care in a hospital setting
- Ability to perform as preceptor for University of Delaware nursing students.
- Ten or more years of experience in public health management, planning or public policy development.
- Five to ten years of experience in Performance Management and Quality Improvement
- Certifications as a QI Specialist or documented training in PI or Six Sigma or any other current PI approach is desired.

Knowledge, Skills, and Abilities Requirement:

Knowledge of public mental health and substance abuse system and functions. Skills in communicating effectively, facilitating group processes and developing training for staff when necessary; preparing policy analysis, including interpreting statistics, and evaluating research studies; preparing comprehensive reports related to DSAMH system issues; planning and evaluating DSAMH program initiatives, proven skills adapting and applying PM and QI in a state mental health and substance abuse system of care; and ability to establish and maintain effective and productive working relationships with the public and private organizations, practices and programs within the community. Some knowledge of how to capture data that informs practices is required.

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Duties of the Executive Nursing Consultant:

- The first deliverable will be to create a detailed, milestone-driven work plan/deliverables schedule for PM/QI-related and nursing-related tasks. The work plan/deliverables schedule requires approval of DHSS Leadership.
- The second deliverable will be to recommend the strategic vision, scope and mission of the DSAMH Performance Management Office.
- Assures the organization-wide PM/QI initiatives are focused and aligned with improving operational and program efficiencies and effectiveness.
- Participates in organizational strategic planning
- Provides leadership for PM and QA policy development
- Provides leadership and coordination for improving the organization's core mental health, substance use, and co-occurring health functions, services and supports.
- Sets up system-wide evaluation processes to measure the impact that recent system improvements have had on DSAMH since 2009, if that information can be captured. If not, develop a baseline on current DSAMH functions, services and supports and design and develop monitoring processes going forward.
- Develop PM and QI training programs that focus on reading the DSAMH workforce to achieve improvements with priority health concerns. Mentor PM/QI leaders affiliated with these PM/QI initiatives.
- Makes recommendations to ensure implementation of effectiveness of DSAMH Performance Management and Improvement System.
- Designs a performance management and improvement process that leads to a positive and measurable impact on the entire DSAMH-funded system of care. Coordinates with other divisions such as Public Health and Developmental Disabilities Services on performance and quality initiatives to ensure alignment and optimal use of resources.
- Researches and designs performance management and quality improvement capacity building for all levels of management and direct care staff. Trains in-house staff and community provider staff on performance and quality improvement processes and initiatives.

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- Advises and designs performance management and quality improvement capacity building for all levels of management and direct care staff. Trains in-house staff and community provider staff on performance and quality improvement processes.
- Increases the performance management and quality improvement capacity of DSAMH in order to ensure that the Division's health goals are met. Increases DSAMH's capacity to evaluate and improve the effectiveness of their organizations, practices, partnerships, programs, use or resources and the impact the systems' improvements had on the State's overall health.
- Establishes continuous performance and quality improvement efforts and monitoring and reporting system for every provider, including state-run programs. Once that is done, regularly reports the status of performance and quality improvement efforts and impacts. Designs and prepares a state-wide annual accountability report including economic, return-on-investment analysis and other impact reviews for state run programs and community programs. Works with designees tasked in every provider organization to be accountable for this work.
- Participates on the design of the information technology infrastructure required to support a statewide performance and quality improvement system. Ensures needed data is collected on a timely basis, distributes regular reports on progress, and makes recommendations for future improvements based on the data.
- Participates with a national network of performance improvement professionals, sharing their best practices, tools and materials while participating in ongoing communication activities and capacity building peer exchanges. Searches out best performance and quality improvement practices, making DSAMH aware of them and suggesting areas where they could be implemented.
- Advises the DSAMH Quality Council. Assists in convening regular meetings setting agendas, developing and analyzing performance improvement data for the council, designs and assists in implementing an organization-wide communication plan and developing and implementing a recognition program for Improvement Teams.
- Assists in creating and maintain a safe and health work place environment. Ensures that all employees of the Department receive appropriate training in PM/QI and understand all of the applicable procedures regarding same in order to safely do their work.
- Assist in operationalizing the nursing staff development initiatives outlined in the DPC Strategic Plan. This will involve the development of nursing training programs and the training of nursing staff in order to train other staff in key skill building and core competencies for nursing. This will also include the following duties:
 - Administer self-assessment skills checklists across all nursing classifications.
 - Analyze data from assessment tools to determine needed KSAs for each nursing group.
 - Compare KSAs with current scheduled education training program and identify gaps.

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- Modify education programs to include CNA level specific training, nurse specific training, charge nurse and supervisory specific training.
- Develop team-based training opportunities. Design and develop training curriculums and conduct training of trainers among nursing staff.
- Develop a year-long training calendar to include all competency training.
- Conduct comparative reviews of nursing policies and procedures; analyzing written nursing policies and procedures to ascertain practice compliance. Revise meeting policies according to relevant evidence based practices. These policies will include but shall not be limited to 1) Admission process for new DPC clients; 2) Nursing staff process.
- Create a Standards of Compliance/Joint Commission Auditing System for Nursing Services. This will involve cross walking the Joint Commission Standards with current nursing practices which will include identifying best practices in service provision, developing an auditing process to evaluate overall nursing compliance with ethical standards and developing a reporting system to communicate evidence of compliance with ethical standards.
- Shall complete other related duties and projects as required.

2) Scope of Services for Eligibility and Enrollment Unit (EEU) Utilization Review Nurse:

- Assure that anyone performing utilization review services must adhere to the Delaware Health & Social Services policies regarding client confidentiality.
- Process prior authorizations for inpatient and outpatient behavioral health services for Medicaid clients age (18) and over who are enrolled in Diamond State Partners (DSP) as specified in the DMAP General Policy Provider Manual (Section 2.3.5) and as follows. DSAMH will designate a clinician who must be a Registered Nurse, Licensed Psychologist or Licensed Clinical Social Worker with specific approval from DMMA or other Licensed Practitioner with agreement from DMMA who will perform the following duties:
 - a. Review Prior Authorization Request Forms from DSP providers to determine if service requested, level of care and frequency and duration of care are medically necessary and appropriate to meet the client's needs.
 - b. Make an authorization decision and communicate decision to involved parties to include returning the completed Authorization Request to the submitting provider.
 - c. Document the authorization number issued by the Medicaid Management Information System (MMIS). DSAMH is responsible for entering authorization into MMIS.
 - d. Process Prior Authorization Request forms within stated turnaround times:
 - i. If form received prior to 11:00 am, authorization decision must be decided by close of business day.

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- ii. If form received after 11:00 am, authorization decision must be decided prior to 11:00 am next business day.
- Establish and maintain all clinical records used in the work conducted under this MOU for a period of (3) years or longer until all appeals are finalized or one year after the final action is taken.
- Publish Inpatient Utilization Monthly Report (using report template specified under Appendix A) and forward to DSP Program Manager no later than the fifth business day of the calendar month. The Utilization Report must summarize:
 - a. Utilization statistics: the total number of admissions, total days, average length of stay, as well as number of involuntary admissions for Psychiatric, Detoxification, and Rehabilitation Services. Additional statistics may be added by mutual agreement.
 - b. Quality Assurance Statistics: number of cases reviewed, denied, appealed, and overturned. Additional statistics may be added by mutual agreement.
- Submit a Summary of Reimbursable Costs (using report template specified under Appendix B) for work performed in conjunction with this MOU to DSP Program Manager. As applicable, the Summary must be accompanied by:
 - a. Time Study Report (Appendix C) if the Designated Clinician is employed by the State and is not 100% dedicated to performing work associated with this MOU; or
 - b. Attestation Form (Appendix D) if the Designated Clinician is employed by the State and is 100% dedicated to performing work associated with this MOU; and
 - c. Copy of vendor invoice for costs related to the Designated Clinician (if DSAMH sub-contracts for any of this work)

For Eligibility and Enrollment Unit:

- Review involuntary commitment documents from community (e.g. hospital ERs; CMHC; CAPES; CAPAC); arrange inpatient care when appropriate.
- Review intensity of services and appropriate length of stay for individuals admitted to IMDs.
- Work with other EEU staff to arrange transportation for individuals being admitted to an IMD.
- Maintain records for data collection as needed.
- Other duties as assigned by the Social Services Administrator (EEU Director.)

**Appendix C- Requirements For The Division of Public Health
Child Development Watch South**

SCOPE OF SERVICES

Early Intervention Physical Therapy Services

(CDW South currently has 1 part-time Physical Therapist)

The Early Intervention Physical Therapist (PT) must be a collegiate professional and possess a licensure in physical therapy. Experience with infants/toddlers and their families is required. One year of experience in early intervention physical therapy for the ages of birth to three is preferred. The candidate(s) must also have at least one year of supervised experience working with families with infants and toddlers with disabilities.

The PT will be a member of the multidisciplinary team at Child Development Watch – South. 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. As a member of the multidisciplinary team, the PT will provide physical therapy services to children birth to three in community settings as part of the Child Development Watch Specialized Community Services Team.

Through Child Development Watch- South the PT will be expected to:

- Serve as a member of the Child Development Watch multi-disciplinary team.
- Provide early intervention physical therapy Monday through Friday 8:00 a.m. to 4:30 p.m., 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.
- Assess physical strength, coordination and mobility within two weeks of initial referral.
- Submit written initial assessments to Child Development Watch and other professionals within two weeks of initial assessment.
- Provide caregivers and/or families immediate and ongoing feedback during the initial assessment and all therapy sessions.
- Provide caregivers and/or families handouts and associated activities to improve gross motor skills and practice with caregivers associated activities to support gross motor development.
- Assist caregivers and/or families in using natural learning opportunities to increase gross motor skills.
- Coach caregivers and/or families in exercises and supports for gross motor control.
- Assess and provide information to caregivers and/or families about assistive equipment and proper supports.
- Instruct caregivers and/or families in proper use of assistive orthotics and positioning of equipment.
- Coordinate services with families and professionals involved.
- Provide monthly updates to Child Development Watch Family Service Coordinators and updates to other professionals involved within two weeks of request.
- Consult with team to provide feedback to caregivers and/or families on skill development and next steps.
- Provide team with input utilizing expertise in physical therapy when identifying child's developmental abilities and areas of need and contributing to the Individualized Family Service Plans.

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- Provide 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.
- Submit invoices for payment to Child Development Watch on a biweekly basis.

Early Intervention Speech Language Pathology Services

(CDW South currently has 2 Speech Language Pathologists)

The Early Intervention Speech Language Pathologist (SLP) must be a collegiate professional and possess a licensure in Speech Language Pathology. Experience with infants/toddlers and their families is preferred. One year of experience in early intervention speech language pathology for the ages of birth to three is preferred. The candidate(s) must also have at least one year of supervised experience working with families with infants and toddlers with disabilities.

The SLP will be a member of the multidisciplinary team at Child Development Watch – South. 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. As a member of the multidisciplinary team, the SLP will utilize standardized testing tools to assess and evaluate children between birth and three years of age with potential delays in speech.

Through Child Development Watch- South the SLP will be expected to:

- Serve 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 Kent and Sussex Counties. These sites will include locations such as the client's home, childcare locations and other community settings.
- Participate in multidisciplinary assessments/evaluations each week as needed.
- Provide evaluations on infants and toddlers between birth and 3 years of age as requested using standardized tools.
- 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.
- Attend monthly staff meetings and other team meetings.
- Use Microsoft Word and Outlook computer software programs as well as the in-house client Information Management System (ISIS 360). (training will be provided)

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Early Childhood Education Services

:
(CDW-South currently has 5 Early Childhood Educators)

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 preferred. 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. 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. 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.

Through Child Development Watch- South the ECE will provide: early education services, service coordination, developmental assessments, consultation to staff members, consultation or intervention with families, professional development for CDW staff and early intervention providers, and will serve as a member of the multidisciplinary team.

The successful contractor will be expected to:

- Deliver 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.
- 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.
- Coach families to achieve outcomes as documented on the Individualized Family Service Plan (IFSP).
- Provide consultation in early childhood education to support families and caregivers in monitoring and encouraging their child's development. Consultation may include one or more developmental areas: Motor, Communication, Adaptive, Cognitive, and Social/Emotional.
- Provide staff training on effective teaming and on approaches to promote child development within family routines, child care settings, and other community opportunities.
- The ECE will have the ability to use computer software programs such as Microsoft Word, Excel and Outlook as well as a specialized client information system (training will be provided).
- 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.
- Provide staff and/or provider education and consultation services as needed. Evaluate results of consultative activities within a team based approach.

**Appendix D- Requirements For The Division of Developmental
Disabilities Services**

SCOPE OF SERVICES

Physical Therapy Services:

The individual or organization that the Department enters into a contract shall provide physical therapist services as follows:

1. Express in an hourly-rate physical therapy services up to a maximum 3,800 hours (2 or 3 PTs) per fiscal year. The PTs may provide therapy services and supports as directed by the DDDS to clients of the Division of Developmental Disabilities who receive community-based services in addition to services provided to Stockley Center. The DDDS will only reimburse for actual hours worked.
2. Be on-site to support the needs of the residents. The hours will be mutually agreed upon.
3. It is expected that the provider will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.
4. A high quality of service delivery is expected. Therefore the provider is expected to maintain compliance with professional/national standards of service delivery, including identifying needed equipment and materials that are state of the art.
5. The provider shall be responsible for providing or obtaining specialized in-service training and continuing education for assistant in areas of clinical practice at the Center.
6. Participate and serve as needed on various committees and work groups and any other duties as assigned by the Executive Director.
7. Provide other physical therapy services as needed in order to provide a comprehensive physical therapy program at the facility.
8. Therapists shall be competent to perform the following duties/ responsibilities:
 - direct therapy and treatment services to individuals and groups
 - design of non-direct, role release programs and interventions to be implemented by direct contract staff
 - conduct evaluations and assessments
 - conduct brief or limited scope consultations
 - communicate clearly and effectively in writing and orally
 - teach, train staff as part of the Center's in-service training program and regarding specific program plan implementation
 - function as a member of an interdisciplinary team
 - document care, treatment, and intervention appropriately

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- comply with Stockley Center policy and procedure
 - participate in wheelchair/seating design system clinics.
9. Therapists to be placed at Stockley Center shall be interviewed and their resume reviewed by Center staff.
 10. The Center shall have the sole option of rejecting any therapist for placement.
 11. Have at least 2 years of experience with individuals with cognitive and physical impairments.
 12. Experience of at least 2 years with basic skills that are needed for evaluation and implementation of risk fall assessments, safety restraint reduction, complex seating and mobility related to w/c, splinting, ADL assessments, environmental modification, aquatic therapies, home evaluation especially bathing equipment and adaptations, assistive technology and advanced sensory motor evaluations.
 13. Pursues funding for assistive technology devices and completes paperwork.
 14. Maintain current, accurate and timely documentation to provide comprehensive therapy services to individuals living at the Stockley Center and Community.

Occupational Therapy Services:

1. Express in an hourly-rate occupational therapy services up to a maximum 3,800 hours (2 or 3 OTs) per fiscal year. The OTs may provide therapy services and supports as directed by the DDDS to clients of the Division of Developmental Disabilities who receive community-based services in addition to services provided to Stockley Center. The DDDS will only reimburse for actual hours worked.
2. Be on-site to support the needs of the residents. The hours will be mutually agreed upon.
3. It is expected that the provider will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.
4. A high quality of service delivery is expected. Therefore the provider is expected to maintain compliance with professional/national standards of service delivery, including identifying needed equipment and materials that are state of the art.
5. The provider shall be responsible for providing or obtaining specialized in-service training and continuing education for assistant in areas of clinical practice at the Center.
6. Participate and serve as needed on various committees and work groups and any other duties as assigned by the Executive Director.
7. Provide other occupational therapy services as needed in order to provide a comprehensive occupational therapy program at the facility.

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8. Therapists shall be competent to perform the following duties/ responsibilities:
 - direct therapy and treatment services to individuals and groups
 - design of non-direct, role release programs and interventions to be implemented by direct contract staff
 - conduct evaluations and assessments
 - conduct brief or limited scope consultations
 - communicate clearly and effectively in writing and orally
 - teach, train staff as part of the Center's in-service training program and regarding specific program plan implementation
 - function as a member of an interdisciplinary team
 - document care, treatment, and intervention appropriately
 - comply with Stockley Center policy and procedure
 - participate in wheelchair/seating design system clinics.
9. Therapists to be placed at Stockley Center shall be interviewed and their resume reviewed by Center staff.
10. The Center shall have the sole option of rejecting any therapist for placement.
11. Have at least 2 years of experience with individuals with cognitive and physical impairments.
12. Experience of at least 2 years with basic skills that are needed for evaluation and implementation of risk fall assessments, safety restraint reduction, complex seating and mobility related to w/c, splinting, ADL assessments, environmental modification, aquatic therapies, home evaluation especially bathing equipment and adaptations, assistive technology and advanced sensory motor evaluations.
13. Pursues funding for assistive technology devices and completes paperwork.
14. Maintain current, accurate and timely documentation to provide comprehensive therapy services to individuals living at Stockley Center and the community.

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Speech Therapy Services:

The individual or organization that the Department enters into a contract shall provide speech therapist services as follows:

1. Express in an hourly-rate services up to a maximum 1,800 hours (1 speech therapist) per fiscal year. The speech therapist may provide therapy services and supports as directed by the DDDS to clients of the Division of Developmental Disabilities who receive community-based services in addition to services provided to Stockley Center. The DDDS will only reimburse for actual hours worked.
2. Be on-site to support the needs of the residents. The hours will be mutually agreed upon.
3. It is expected that the provider will maintain compliance with all applicable ICF/ID Title XIX standards and regulations and Accreditation Council outcome measures and processes.
4. A high quality of service delivery is expected. Therefore the provider is expected to maintain compliance with professional/national standards of service delivery, including identifying needed equipment and materials that are state of the art.
5. The provider shall be responsible for providing or obtaining specialized in-service training and continuing education for assistant in areas of clinical practice at the Center.
6. Participate and serve as needed on various committees and work groups and any other duties as assigned by the Executive Director.
7. Provide other speech therapy services as needed in order to provide a comprehensive speech therapy program at the facility.
8. Therapist shall be competent to perform the following duties/ responsibilities:
 - direct therapy and treatment services to individuals and groups
 - design of non-direct, role release programs and interventions to be implemented by direct contract staff
 - conduct evaluations and assessments
 - conduct brief or limited scope consultations
 - communicate clearly and effectively in writing and orally
 - teach, train staff as part of the Center's in-service training program and regarding specific program plan implementation
 - function as a member of an interdisciplinary team
 - document care, treatment, and intervention appropriately
 - comply with Stockley Center policy and procedure
 - participate in wheelchair/seating design system clinics, as related to discipline.
 - completes diagnostic videofluoroscopy studies, and implementation of safe swallowing techniques
 - prescribes and programs augmentative and alternate communication
9. Therapist to be placed at Stockley Center shall be interviewed and their resume reviewed by Center staff.
10. The Center shall have the sole option of rejecting any therapist for placement.

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11. Pursues funding for assistive technology devices and completes paperwork.
12. Maintain current, accurate and timely documentation to provide comprehensive therapy services to individuals living at Stockley Center and Community.
13. Attends Speech-related clinics.

Respiratory Therapy Services:

1. Express in an hourly-rate services up to a maximum 6000 hours (2 full time respiratory therapists which will be complimented by part-time and per diem therapists) per fiscal year. The respiratory therapist may provide therapy services and supports as directed by the DDDS to clients of the Division of Developmental Disabilities who receive community-based services in addition to services provided to Stockley Center. The DDDS will only reimburse for actual hours worked.
2. Recommends treatment plans to meet the resident's goals and support needs and provides quality care in consultation with the medical team/nurses/ID team members.
3. Follows the medical teams' orders for the respiratory treatment plan.
4. Helps resident accomplish treatment goals to support life by administering inhalants; operating therapeutic gas administration apparatus, environmental control systems, aerosol generators and other respiratory equipment as needed.
5. Administers respiratory treatments by performing bronchopulmonary drainage; assisting with breathing exercises; monitoring physiological responses to therapy, such as vital signs.
6. Evaluates effects of respiratory therapy treatment plan by observing, noting, and evaluating resident's progress; recommending adjustments and modifications.
7. Be on-site to support the needs of the residents. Coverage for respiratory therapy must be on-site for a minimum of 16 hours per day.
8. Assist with the training of nursing staff in respiratory treatments and procedures. Completing respiratory therapy orientation and competencies as needed.
9. A high quality of service delivery is expected. Therefore the provider is expected to maintain compliance with professional/national standards of service delivery, including identifying needed equipment and materials that are state of the art.
10. Assist with training for direct support professionals and other team members as it relates to their role in supporting the resident plan of care.
11. Assist with the development, review and revisions of nursing procedures as they relate to respiratory therapy practices.
12. Participate and serve as needed on various committees and work groups and any other duties as assigned by the Executive Director.
13. Documents resident care services by charting in resident's and department records.
14. Maintains resident confidence and protects Center operations by keeping information confidential.

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15. Maintains safe and clean working environment by complying with procedures, rules and state/federal regulations.
16. Protects residents and employees by adhering to infection-control policies and protocols.
17. Ensures operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs.
18. Therapists to be placed at Stockley Center shall be interviewed and their resume reviewed by Center staff.
19. The Center shall have the sole option of rejecting any therapist for placement
20. Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
21. Complies with federal, state, and local legal and certification requirements by studying existing and new legislation; anticipating future legislation; monitoring adherence to requirements; advising management on needed actions.
22. Participates in the interdisciplinary team process for residents as requested.
23. Participates with the medical team to develop residents' respiratory treatment plans.
24. Participates in facility rapid response and code situations when on site.
25. May assist with assessment and evaluation of residents or DDDS participants in outside settings to determine treatment plan, equipment needs and if the respiratory supports can be provided at Stockley or in a community residential setting.

Dietician Services:

The individual or organization that the Department enters into a contract shall provide dietician services as follows:

1. Express in an hourly-rate Registered Dietitian Services and Dietary Management Services up to a maximum of 1,600 hours per fiscal year (equivalent to one full time staff). As directed by the DDDS, these services may also include other clients of the Division of Developmental Disabilities who receive community-based services in addition to the services provided to the residents of the Stockley Center. The DDDS will only reimburse for actual hours worked.
2. Provide a high quality, professional dietary management service.
3. Provide on-site management of the food service/dietary operations. Apply the principles, practices, management and technical oversight required to support the efficient operations in the various areas pertaining to preparation, production, safety, sanitation, storage, training, budgetary and inventory control involved in a food service program.
4. Be on-site to support the needs of the residents. The hours will be mutually agreed upon.
5. Ensure that regulatory standards are met in the preparation of nutritious meals in large quantities, compliance with proper food handling, proper storage and temperature control, and the proper cleaning of kitchen equipment.
6. Oversee the operation of various commercial kitchen equipment.

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7. Determine appropriate amounts of prepared foods to be allocated for distribution to outlying dining areas.
8. Oversee the planning of menus, participate in meal preparation activities, and execute difficult recipes including those with special dietetic requirements.
9. A high quality of service delivery is expected. Therefore the provider is expected to maintain compliance with professional/national standards of service delivery, including identifying needed equipment and materials that are state of the art.
10. Maintain inventory to estimate food and items needed to ensure adequate supplies are on hand to meet daily menu requirements. Supervise the receiving, inspecting, storage and inventory of food, kitchen supplies, and equipment to ensure products meet the requirements of the specified purchase order and are in compliance with government regulations.
11. Prepare and monitor the food service operations budget, including short and long range plans for capital improvements.
12. Investigate and resolve food quality and service complaints. Conduct research projects to improve existing programs.
13. Be familiar with and abide by the Federal and State regulations governing ICF/IDs and Assisted Living units, with particular attention to the condition of participation of Dietetic Services and laws, rules, and regulations governing the operation of institutional kitchens. Ensure compliance of Federal and State regulations regarding Dietetic Services. Abide by and ensure compliance with Department, Division, and Facility policies and procedures. Monitor quality assurance and facility compliance.
14. Work within the Interdisciplinary Team (ID) process with regards to all aspects of food service, including regular, modified and special diets. These ID teams usually consist of physicians, nurses, therapists, etc.
15. Develop and implement therapeutic menus for all individuals living at the facility, to include individuals with developmental disabilities and geriatric populations.
16. Provide supervision of the preparation of food by current State of Delaware staff.
17. Purchase necessary items for operation of dietary services in accordance with existing State of Delaware Contracts.
18. Provide resource information and continuing education training to other staff as it relates to diet and nutrition, and food handling in accordance with the State and federal regulations and Public Health Laws, rules and regulations.
19. Coordinate food and nutrition services with other facility healthcare professionals.
20. Provide high quality, professional dietitian services for DDDS individuals.
21. Provide scientifically based, objective diet and nutrition information.

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22. Develop and implement nutrition plans for individuals living in programs operated by Stockley Center or within DDDS as needed. Assess nutritional needs of individuals with developmental/intellectual disabilities, including geriatric populations.
23. Provide nutritional consultation and evaluation services to individuals. Counsel and teach individuals about diet modifications that can correct or prevent health problems, as needed.
24. Plan, develop, implement and evaluate nutrition services for the individuals in DDDS.
25. Prepare nutritional care plans for regular and modified diets and ensure that all menus meet the requirements set for nutrient content.
26. Dietician to be placed at Stockley Center shall be interviewed and their resume reviewed by Center staff.
27. The Center shall have the sole option of rejecting any dietician for placement.
28. Participate and serve as needed on various committees and work groups and any other duties as assigned by the Executive Director.
29. Maintain, or direct the maintenance of, current, accurate, and timely documentation to provide comprehensive food and nutrition services to individuals living at Stockley Center, Community Programs, and as assigned.
30. Provide services to meet the needs of the facility including times of inclement weather and/or during a state of emergency.

Physician/Medical and On-Call Services

The individual or organization that the Department enters into a contract shall provide physician/medical and on-call services to various programs operated by the Stockley Center as follows:

1. Express in an hourly-rate for medical services one (1) Medical Director up to a maximum of 1,720 hours per fiscal year, one (1) staff physician up to a maximum for 900 hours per fiscal year, and two (2) Advance Nurse Practitioners up to a maximum of 3,440 hours per year, each having responsibility for resident care load. DDDS will only reimburse for actual hours worked.
2. Be on-site to support the needs of the residents. The hours will be mutually agreed upon. A high quality of service delivery is expected. Therefore the provider is expected to maintain compliance with professional/national standards of service delivery, including identifying needed equipment and materials that are state of the art.
3. Seven days prior to the first day of the month, provide the facility with a schedule of medical coverage including regular business hours as well as on-call services.
4. Provide medical care and treatment to all the residents in the ICF/ID facility and the Assisted Living facility.

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5. Provide medical care and treatment to residents with intellectual disabilities and developmental disabilities in other programs operated by the Stockley Center.
6. Participate and serve as needed on various committees and work groups as assigned by the Executive Director.
7. The provider shall be responsible for providing or obtaining specialized in-service training and continuing education for assistant in areas of clinical practice at the Center.
8. Provide other medical physician services as needed in order to provide a comprehensive medical program at the facility.
9. Maintain current, accurate and timely medical services documentation following ICF/ID regulations.
10. Conduct medical chart reviews and re-evaluations including medical orders which shall be updated with regards to medications, treatments, diets and requests for laboratory evaluations within state and regulatory requirements.
11. Interact and communicate with outside physicians, consultants and hospital personnel to ensure continuity of care, communication of medical treatment plans, and progression of condition when residents are hospitalized or seen on a consultative basis.
12. Communicate information to the facility staff, the persons with intellectual disabilities, their families and/or guardians.
13. Complete the facility's established billing form to ensure that medical services provided to Medicaid and Medicare Part B residents are billed properly.
14. Any other duties as assigned by the Executive Director.

On-call Services

1. Ensure one medical on-call services during non-regular business hours including weekends and holidays.
2. Be available to the facility nursing staff for telephone consultation and triaging.
3. Be available to come to the facility to pronounce the death of any resident.
4. Ensure medical coverage if the physician or Advance Practice Nurse scheduled is unable to do so.

**Appendix E- Requirements For
The Division for the Visually Impaired (DVI)**

SCOPE OF SERVICES

Low Vision Providers (LV)

1) Background:

The minimum visual acuity for eligibility for services within DVI is 20/70 in the best eye with correction. The client's eligibility can be determined by a regular eye doctor, not necessarily a low vision specialist.

The Division for the Visually Impaired currently has four low vision providers; two in New Castle County, one in Kent Sussex County and one in Sussex County. Low vision providers are either Optometrists or Ophthalmologists. These providers spend roughly 25% of their work week with consumers, statewide.

Low vision providers assess and treat consumers primarily for the Independent Living Services Unit. In order to be eligible for DVI services one needs to have at best 20/200 vision in the better eye with correction or a field restriction of 20 degrees or less in the better eye. LV providers are experts at assessing eligibility and need for services.

2) Minimum Educational Requirements:

*All low vision providers shall be required to have a current State of Delaware license

Optometrists:

- Must complete possess a Bachelor's Degree and a Doctor of Optometry (O.D.) degree.

Ophthalmologist:

- Must possess an M.D. or a D.O. (doctor of osteopathy) degree following the completion of college. Must have completed a minimum of 3 years in a university and hospital-based residency specializing in ophthalmology. Must have special training in all aspects of eye care, including prevention, diagnosis, and medical and surgical treatment of eye conditions and diseases. Additional fellowship training in a subspecialty area of ophthalmology, such as retina, cornea, glaucoma, pediatrics, oculoplastics, refractive surgery, uveitis, pathology, or neuro-ophthalmology is required.

3) Job Duties:

Optometrists shall perform the following job duties:

- Examining the eyes and other parts of the visual system.
- Diagnosing and treating visual problems, managing diseases, injuries, and other disorders of the eyes.
- Prescribing eyeglasses or contact lenses as needed.

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Ophthalmologists shall perform the following job duties:

- Provide the full spectrum of eye care, from prescribing glasses and contact lenses to performing complex and delicate eye surgery.
- Research about eye diseases and treatments, as needed.

Additional Medical Professionals:

The Vocational Rehabilitation Unit occasionally uses Psychologists, Licensed Professional Counselors of Mental Health and Licensed Clinical Social Workers to assess consumers' mental health needs and to provide recommendations for care if the mental health condition is a barrier to employment. These mental health providers are used sporadically but when used are usually integral to a consumer's becoming successful at work. DVI contracts only with providers who are licensed via the State of Delaware's Division of Professional Regulations. They are paid an hourly rate to provide counseling and assessment services. DVI needs at least two providers in each county, although they may only work a few hours per month.

**Appendix F- Requirements For
The Division of Services for
Aging & Adults with Physical Disabilities (DSAAPD)**

I. Introduction

A. Background

The mission of the Division of Services for Aging and Adults (DSAAPD) with Physical Disabilities is to improve or maintain the quality of life for Delawareans who are at least 18 years of age with physical disabilities or who are elderly.

DSAAPD is committed to the development and delivery of consumer-driven services which maximize independence through individual choice, enable individuals to continue living active and productive lives, and protect those who may be vulnerable and at risk. We recognize and embrace our responsibility to serve diverse populations, whose needs may require uniquely different strategies and resources. We are focused on innovative approaches to advocacy, education, partnering, service delivery and technology. These approaches enhance our capacity to: support customers and their caregivers; encourage healthy lifestyles; teach skills necessary for making informed life choices; facilitate greater community integration and participation; promote self-determination; and foster independence.

DSAAPD operates three Long-Term Care facilities. The largest is the Delaware Hospital for the Chronically Ill (DHCI) in Smyrna, DE, which currently has a licensed capacity of 175 skilled nursing beds. The other two facilities include Governor Bacon Health Center (GBHC) in Delaware City, which has a licensed capacity of 86 intermediate care beds; and, Emily P. Bissell Hospital (EPBH) near Wilmington, DE, which has a licensed capacity of 84 skilled nursing beds. Over the last several years, DSAAPD developed and implemented a comprehensive set of initiatives to strengthen and expand the network of home and community-based services available to Delawareans. Activities included creation of the Aging and Disability Resource Center (ADRC), implementation of a statewide program to divert admissions to long-term care facilities and expansion of community-based services including personal attendant services, home-delivered meals and home modifications. The success of these and other initiatives has resulted in a significant reduction in census at all 3 centers. The average census in FY15-1 was 130, 50, and 56 respectively. This pattern is expected to continue as Delaware continues to enhance home and community-based services.

Currently, the majority of medical, rehabilitation, dental, clinical dietitian and some behavioral health services at the three long-term care facilities are contracted. Each facility employs physical therapy aides and dental assistants as well as social workers. A behavioral health team comprised of employed and contracted staff serves residents of all three facilities. Pharmacy services are contracted and include a central distribution site, located at DHCI, to all three facilities as well as other agencies within DHSS. The Central Intake Section, which coordinates admissions at all three facilities, is located at DHCI. A single admission committee assesses medical, behavioral and financial eligibility and makes placement decisions for applicants to all three facilities. Referral sources include local hospitals, Adult Protective Services, DSAAPD community services, Delaware Psychiatric Center and other State agencies and individuals and families applying through the ADRC (Aging and Disability Resource Center).

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The activities within DSAAPD are in alignment with Delaware’s goals in pursuit of the Triple Aim including:

Delaware’s statewide initiative to transform our Healthcare system into one that includes:

- the client as an active member of a multi-disciplinary care team that includes behavioral and physical Healthcare providers
- connects with and benefits from community and population-based approaches to prevention and wellness
- supports large and small Healthcare provider organizations as they learn to succeed in a new delivery system
- fully leverages Delaware’s highly-developed health information technology infrastructure
- rewards quality and efficiency over volume

Below are core elements of Delaware’s strategy followed by links to additional information about the activities underway.

PRELIMINARY / PRELIMINARIAL / WORKING DOCUMENT / SUBJECT TO CHANGE

Core elements of Delaware’s strategy

 Workforce and Education	<ul style="list-style-type: none">• Innovative two-year learning and development program with common curriculum on team-based, integrated care• Symposium in April convened best of Delaware and national/global experts
 Healthy Neighborhoods	<ul style="list-style-type: none">• Integration of community-based health initiatives with delivery system focused on priority health needs• Scorecard, tools, data, and resources to support neighborhoods
 Patient / Consumer Advisory	<ul style="list-style-type: none">• Patient at center of everything Delaware does• Patient engagement tools to support individuals to engage in their own health
 Clinical	<ul style="list-style-type: none">• Transformation of primary care through integrated care delivery models (e.g., PCMHs and ACOs)• Support for primary care practice transformation and care coordination
 Payment Model	<ul style="list-style-type: none">• Multi-payer, value-based payment models statewide (P4V and Total Cost aligned with CMS models), with voluntary provider participation• QHP standards, Medicaid MCO RFP, and state employees driving adoption
 Technical Advisory	<ul style="list-style-type: none">• First in the country multi-payer performance scorecard• Nationally-leading HIE to enable integrated clinical and claims data over time

PROPRIETARY AND CONFIDENTIAL



The use of Telemedicine is one aspect of the care delivery model that helps to assure timely and effective treatment for changes in condition and reduce the risk of unnecessary re- hospitalization.

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B. Definitions

Telehealth:

The use of electronic information and telecommunications technologies to support distance clinical health care, patient and professional health-related education, public health and health administration.

Telemedicine:

The use of medical information exchanged from one site to another via electronic communications to improve a patient's clinical health status. Telemedicine is a form of telehealth. For the purposes of Medicaid, telemedicine seeks to improve a patient's health by permitting two-way, real time interactive communication between the patient, and the physician or practitioner at the distant site. This electronic communication means the use of interactive telecommunications equipment that includes, at a minimum, audio and visual equipment. This definition is modeled on Medicare's definition of telehealth services (42 CFR §410.78).

Physician:

The use of the word "**physician**" in these pages regarding the scope of services shall refer to and include supervision and direction of other such licensed medical professionals, such as nurse practitioners, physician assistants and other licensed medical staff who may be utilized within the scope of services by the independent contractor to provide professional medical services

B. Project Goals

The provision of a full range of physical, behavioral, dental, nutrition, habilitative, rehabilitative and wellness services for residents of all three facilities including on-call services, vacation and other coverage consistent with acceptable professional standards. DSAAPD provides patient centered, well-coordinated, holistic care that includes an emphasis on prevention and wellness along with true integration of behavioral and physical Healthcare. Close coordination with external healthcare providers (hospitals, behavioral health facilities, wound care centers, medical and dental specialists, social service agencies, etc. is a critical component of the services provided to DSAAPD clients residing in LTC facilities. DSAAPD encourages innovative approaches that align with Delaware's innovation plan.

C. Resident Profile

Our population consists of those who have been underserved, are at risk, with chronic conditions and multiple co morbidities. 56% of the resident population has a psychiatric diagnosis. The resident population is predominantly female (57%). The age of our resident population ranges from under the age of 25 years to over the age of 85 years with a majority of our resident in the 65-75 year old age group. Those in the end of life (less than 6 months life expectancy) account for approximately 14% of the current population. This distribution is likely to remain unchanged.

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II. Scope of Services

All components listed in this section are mandatory. However, DSAAPD encourages innovative and cost-effective service delivery models, state of the art approaches, “outside the box” thinking, and use of a multi-disciplinary team including different types of licensed medical, rehabilitation, nutrition, dental and behavioral health professionals functioning at the top of license and training.

The DSAAPD will consider models of care that include telehealth/telemedicine. For telemedicine encounters, the use of interactive telecommunications equipment is required which includes, at a minimum, audio and visual equipment. The DSAAPD encourages the use and expansion of telehealth to the extent possible while providing the highest quality healthcare. Proposed models may employ Advanced Practice Nurses (APN) and/or physicians to deliver primary care services and coordinate specialty care and/or the integration of behavioral health services.

Providers must meet federal and state eligibility requirements to participate in Medicare and Medicaid and meet the following requirements, as well:

Each bidder shall submit an Implementation Plan in their proposal. It must be a detailed plan of action for implementation of services, including specific dates for commencement of services on September 1, 2015. At a minimum the plan shall include the following:

1. Time Frames: beginning and completion dates for all staff interviewing or hiring, and all aspects of orientation.
2. The process that will be used to fill clinical positions include recruitment planning, management and oversight, vacancy management, training and continuing education.
3. A comprehensive narrative describing how the proposed approach would assure the continuation of high-quality services, specifying a process to ensure clinician familiarity with residents.
4. A detailed procedure that describes how the proposing firm would coordinate the transition with the current vendor.

Examples of medical professionals and services include but are not limited to:

- Staff Physicians, medical director, physician extenders, nurse practitioners, physicians’ assistants, etc.
- Behavioral health specialists – psychiatrists, psychologists, licensed clinical social workers, psychiatric social workers, etc.; and, behavioral health trainer/educators.
- Rehabilitation: physical, occupational and speech therapists and physical therapy assistants.
- Dentists, dental hygienists, dental assistants
- Clinical dietitians and nutritionists

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- Providers of complementary and alternative medicine
- Services provided by mid-level clinicians

A. Rehabilitation Therapy Services

Physical Therapy rehabilitation and maintenance services required for two skilled nursing facilities with small Medicare/skilled population and one intermediate care facility; and, for the New Horizons Adult day Care Program which serves 24 clients in Kent County, DE. Occupational Therapy services for two skilled nursing facilities with small Medicare/skilled population and one intermediate care facility. Speech Therapy services for two skilled nursing facilities with small Medicare/skilled populations and one intermediate care facility. Must collaborate with other therapists (such as respiratory therapists) from staffing agencies and other providers including employed Restorative Nursing Care Coordinators tasked with planning and implementing restorative programs including but not limited to dining, ambulation, range of motion (ROM), sensory stimulation, and bowel/bladder retraining programs to achieve the highest level of function for each resident.

Each facility provides a well-equipped physical therapy suite with office space and storage space for the physical, occupational and speech therapists and the physical therapy aides employed by the facility.

B. Dental Services

Dentist (s) required to provide routine outpatient dental services at on-site dental suites located at DHCI and EPBH as well as those requiring anesthesia at local hospitals.

C. Clinical Dietitian/Nutritionist Services

Clinical Dietitian/Nutritionist services for all three facilities based on the facility census, resident acuity/special diets, training and support for dietary staff and nursing staff and other needs.

D. Behavioral Health Services

Behavioral health services for residents with moderate to severe behavioral health diagnoses and pharmaceutical needs (with Gradual Dose Reduction and other CMS initiatives/safeguards).

DSAAPD seeks innovative models for behavioral Healthcare delivery and staffing including different types and levels of licensed and unlicensed staff.

E. Advanced Practice Nurse (APN)

Must be concurrently applying for, or already hold, an active Registered Nurse license either in Delaware or one of these *compact states*: Arizona, Arkansas, Colorado, Idaho, Iowa, Kentucky, Maine, Maryland, Mississippi, Missouri, Nebraska, New Hampshire, New Mexico, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Wisconsin. Advanced Practice Nurses must meet all of the requirements found at the Division of Professional Regulations (DPR) website:

<http://dpr.delaware.gov/boards/nursing/apnlicense.shtml>

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F. Physician

Physicians who wish to practice in the State of Delaware, whether providing services in person or using telehealth technologies, must be fully licensed by the Board of Medical Licensure and Discipline and adhere to all laws, rules, regulations, and policies required of a fully licensed physician in the state. Provider-to-provider consults are limited to the number allowed in DE regulations, currently 12 times per year: <http://regulations.delaware.gov/AdminCode/title24/1700.shtml>
For more information see <http://dpr.delaware.gov/boards/medicalpractice/index.shtml>

All nurse practitioners and physician assistants are expected to perform their work under the supervision of the Medical Director and/or Staff Physicians; and in compliance with all pertinent State and federal rules, regulations and requirements for their practice, including licensing, continuing educations, etc.

1. Medical Director

The Medical Director shall have both administrative and clinical duties at DHCI, EPBH, and GBHC.

A) The administrative duties shall consist of, but are not limited to:

- 1) Providing professional direction and leadership to the medical staff including the state physician.
- 2) Ensuring that all staff, including on-call, provide the services described in this Request for Proposal.
- 3) Coordinating and integrating the activities of the outside medical consultants into the overall medical program of the facility.
- 4) Documenting operational cost effectiveness and ensuring the practice of a consistently high standard of medicine by developing appropriate facility and medical staff policies and procedures.
- 5) Serving as a member of various committees at the request the LTC Section Director.
- 6) Providing status and progress reports as requested by the LTC Section Director.
- 7) Maintaining a relationship with local hospitals and related facilities to ensure continuity of care and treatment to each resident.

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- 8) Development and management of a Long-Term Care Section quality assurance program to include death reviews within 72 hours, monthly morbidity and mortality reviews.
 - 9) Other duties as requested by the LTC Section Director.
 - 10) Availability by phone seven days a week, 24 hours /day except vacations. During the latter, the Medical Director shall assign an alternate physician to be contacted.
 - 11) The Medical Director shall be responsible for the following reports:
 - 12) During the first year of the contract, a quarterly report for each facility which shall delineate the contractor's compliance. A composite report shall be submitted to the LTC Administrator. Thereafter, the reports shall be submitted semiannually.
 - 13) The successful bidder shall submit a bimonthly report addressing 1 thru 4 listed below:
 1. Quality of care issues, current and emergent
 2. Cost containment efforts including drugs and supply costs.
 3. Contractual compliance
 4. Other issues
- B) The clinical duties of the Medical Director shall consist of, but are not limited to:
1. Providing medical care and treatment in accordance with acceptable medical standards of care to assigned residents in the LTC facility.
 2. Maintaining current, accurate, and timely medical services documentation.
 3. Conducting medical chart reviews and re-evaluations including medical orders which shall be updated with medications, treatments, diets and requests for laboratory evaluations according to state and federal regulatory requirements.

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4. Interacting and communicating with outside consultants and hospital staff to ensure continuity of care and communication of medical treatment plans.
5. Complete the required billing forms to ensure medical services provided to all residents are billed properly to Medicare, Medicaid, etc.;
6. Attending and collaborating with other teams members at interdisciplinary care conferences and family meetings.

G. On-Call Services shall consist of:

1. Weekly on-call; staff shall be available to the facility nursing staff for telephone consultation and triaging of residents. On-call staff shall respond to emergencies, acute medical conditions and come to the facility when required.
2. Weekend and holiday on call
3. On-call staff shall come to the facility to pronounce the death of any resident within two hours of notification.
4. A schedule of staff providing on-call coverage for each Facility Director.
5. If staff scheduled to provide on-call coverage are unable to do so, the successful bidder shall provide replacement coverage.

H. Staff Hours :

1. Medical staffing shall be sufficient to provide professional medical services to all three facilities per contract year, including on-call, vacation, sick and other coverage. Bidders are encouraged to provide a staffing and care delivery model which is comprehensive, innovative and cost effective.

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- I. Option To Increase/Decrease Medical, Rehabilitation, Dental, Dietitian and Behavioral Health Staffing and Services:
1. The option to increase or decrease licensed medical, rehabilitation, dental, dietitian, and behavioral staff health professionals staffing and/or services shall be based on facility needs. Bidders shall state census thresholds for each facility for increasing or decreasing licensed medical rehabilitation, dental, dietitian and behavioral staff. The terms of any adjustment shall be the same as all other conditions of the contract.
 2. In the event of an emergency necessitating the absence of a medical staff member, a substitute shall be provided. The hourly cost for the substitute will be identified in the Request for Proposal.