

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
THE NATIONAL CORE INDICATORS PROJECT FOR DEVELOPMENTAL DISABILITIES
SERVICES
ISSUED BY THE DIVISION OF DEVELOPMENTAL DISABILITIES
CONTRACT NUMBER HSS-15-049**

I. Overview

The State of Delaware Department of Developmental Disabilities Services, seeks professional services to collect client satisfaction data using the National Core Indicators survey tool. 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: October 9 th 2015
Deadline for Questions	Date: October 22 nd , 2015
Response to Questions Posted by:	Date: October 29 th , 2015
Deadline for Receipt of Proposals (Time)	Date: December 2, 2015 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: December 16 th , 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, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

II. Scope of Services

The project’s scope of services can be found under [Appendix B](#) of this RFP.

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.

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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)

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

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. Frann Anderson: **Frann.Anderson@state.de.us**

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

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proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) hard copies and four (4) electronic copy on CD or DVD media disk, or USB memory drive.

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 December 2nd, 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
Kieran.mohammed@state.de.us
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLDG, SULLIVAN STREET
2ND FLOOR-ROOM 257
1901 NORTH DUPONT HIGHWAY
HERMAN HOLLOWAY SR. HEALTH AND SOCIAL
SERVICES CAMPUS
NEW CASTLE, DE 19720
PHONE: (302) 255-9291

Vendors are directed to clearly print “BID ENCLOSED” and “Bid NO. HSS-15-049” on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 30, 2016**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of

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the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

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

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

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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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 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.

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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.

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

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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 **October 22nd, 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 **October 29th, 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.

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.

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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.

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

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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 to the Division of Developmental Disabilities Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.

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- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:

Criteria Weight

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

Criteria	Weight
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	15
Work Plan	50
Program Staffing	25
Budget Proposal	10
Total	100%

Familiarity and Experience

Describe the organization's expertise in area of the proposed project, and experience. Include a summary of current and past projects that are similar to the project described in this RFP. Also provide three (3) references of people who can speak to your experience with projects similar to the project described in this RFP. References should be individuals who will receive no financial gain and/or are not members of the board. Please provide the name of a contact person, name of the organization, and telephone number.

Work Plan

This section must describe your approach to the project, meeting all specifications requirements (Appendix B). At a minimum, the Work Plan must describe how you will meet the minimum criteria in the NCI Project Services Specifications (Appendix B) for each of the following areas:

1. Service Goal
2. Services Area (geographically)
3. Service Location
4. Time frames to accomplish Work Plan
5. Describe how you plan to meet the Program Description (Section VII of Appendix B) duties listed in the program's service specifications.

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6. Describe how you plan to meet the Service Standards (Section VIII of Appendix B) listed in the program's services specifications.
7. Describe the agency's internal evaluation, monitoring and training process.

Proposals will be evaluated with emphasis on the comprehensiveness of the bidder's understanding of the tasks to be completed and the methodologies to be used.

Program staffing

For this section, the following areas must be addressed:

1. Identify the staff responsible for overseeing the project including identifying the bidder's project manager. Included the creation of teams as outlined in Section VII of Appendix B.
2. Nature and extent of employee's involvement and any prior experience in similar projects.
3. Summary of qualifications related to the specific requirements of this project.
4. Resumes of professional staff (with private identifying information redacted such as home addresses, phone numbers social security numbers etc...)
5. Job descriptions for all project staff. Descriptions must include the hours the staff person will work each week and number of hours assigned to the project each week.
6. A Program Organizational Chart must be included.

Budget Workbook/Proposal

The bidder shall complete the budget workbook (Appendix D) according to the instructions provided in (Appendix C). The Budget Worksheet Supplement pages are intended to explain items and costs associated with the budget you will submit with this project proposal. A clear and concise budget should be submitted with particular attention to accuracy. Some of the general topics that should be addressed include but are not limited to:

- Justification for budget items based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used.
- Explain the method of allocation for specific costs prorated to the program based on the agency's total budget.
- Any other information that will help the reviews understand other items in the budget.
- This contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in this RFP.

The Budget shall be submitted in the original EXCEL Format.

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

4. Collusion or Fraud

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

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

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

5. Lobbying and Gratuities

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

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

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

6. Solicitation of State Employees

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

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.

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

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

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with 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.

nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

c. Licenses and Permits

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

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in

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writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

d. Notice

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

Jane Gallivan, Director
Division of Developmental Disabilities Services
Woodbrook Corporate Center
1056 South Governor's Avenue, Suite 1
Dover, DE 19904
Jane.Gallivan@state.de.us

Email inquiries can also be sent to:

Frann Anderson, LCSW, CADC
Director of the Office of Quality Improvement
Frann.Anderson@state.de.us

e. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

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

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

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

f. Insurance

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

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;

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

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

g. Performance Requirements

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

h. Vendor Emergency Response Point of Contact

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

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

i. Warranty

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

j. Costs and Payment Schedules

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

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

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k. Penalties

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

l. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Division of Developmental Disabilities 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 the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

m. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate

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against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

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

o. Vendor Activity

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

p. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Division of Developmental Disabilities Services.

q. Personnel, Equipment and Services

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

r. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), 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

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federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

s. Vendor Background Check Requirements

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

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

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

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

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

t. Work Product

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

u. Contract Documents

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

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v. Applicable Law

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

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

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

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

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

w. Severability

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

x. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

y. Affirmation

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

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debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

z. Audit Access to Records

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

aa. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

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9. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-15-049** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
10. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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

2. Definitions of Requirements

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

3. Production Environment Requirements

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

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

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- 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- Bidder's Signature Form
- Attachment 12 – Certification Sheet
- Attachment 13- Statement of compliance
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to the Division of Developmental Disabilities Services. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

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

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

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Attachment 1

NO PROPOSAL REPLY FORM

HSS No. **HSS-15-049** Contract Title: **NATIONAL CORE INDICATORS PROJECT**

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.**

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Attachment 2

HSS NO.: HSS-15-049
CONTRACT TITLE: NATIONAL CORE INDICATORS PROJECT
DEADLINE TO RESPOND: December 2nd, 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, Division of Developmental Disabilities.

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, Division of Developmental Disabilities Services.

COMPANY NAME _____ Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

Attachment 5

HSS No. **HSS-15-049**
Contract Title: **NATIONAL CORE INDICATORS PROJECT**

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.

STATE OF DELAWARE
DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-15-049	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**

STATE OF DELAWARE
DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

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

STATE OF DELAWARE
DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

Attachment 9

HSS No. **HSS-15-049**
Contract Title: **NATIONAL CORE INDICATORS PROJECT**

EMPLOYING DELAWAREANS REPORT

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

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

If subcontractors are to be used:

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

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

State of Delaware
Office of Supplier Diversity
Certification Application

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

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

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



Complete application and mail, email or fax to:

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

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



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

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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



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

CERTIFICATION SHEET

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

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

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

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

**APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Two (2) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

APPENDIX B SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Contractor Reporting and Data Submission to the State

All Contractors submitting electronic reports or data to the State will be required to use the State's Secure File Transfer Protocol (SFTP) site. Contractors who are not able to install the SFTP software must submit a request to use other reporting methods. Other acceptable reporting methods include encrypted message or hand carried. The request must clearly explain the Contractor's inability to use the SFTP site. Contact the division's Management Information Systems (MIS) unit for information on creating an account and any other questions or concerns about data reporting requirements.

Reporting and Data submission content will be specified in the scope of work for each contract.

The following authorization forms need to be completed and returned to the division's MIS unit. In addition, SFTP client software is required to be installed on your computer for the file transfer. This software is available free on the Internet.

The following links contain instructions necessary for setting up the software and authorization forms.

1. Secure File Transfer Memorandum of Agreement
<http://dhss.delaware.gov/dhss/dms/irm/files/sftpmoa01292010.pdf>
2. Secure File Transfer User Procedures
http://dhss.delaware.gov/dhss/dms/irm/files/sftpuserprocedures_20120611.pdf
3. DHSS SFTP Quick Start Guide
<http://dhss.delaware.gov/dhss/dms/irm/files/sftpquickstartguide06112012.pdf>
4. Biggs Data Center User Authorization Form (UAF)
<http://www.dhss.delaware.gov/dms/files/authoriz.pdf>
5. Instructions for completing Biggs Data Center UAF
<http://www.dhss.delaware.gov/dms/files/uafinstructions011007.pdf>
6. Biggs Data Center Non-Disclosure Form
<http://www.dhss.delaware.gov/dhss/dms/files/irmnon-d02072013.pdf>
7. DTI State Information Transport Network (SITN) Acceptable Use Policy
<http://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf>

Contractors requiring access to the SFTP site must identify an organizational point of contact and list all employees who will require site access. The Contractor will maintain the accuracy of the list providing updates to the division as changes occur.

Prohibition on IT-Related Services

Contractor is expressly prohibited from the performance of any IT-related services under this contract. Prohibited services include but are not limited to IT service or product procurement, software development, hosting services, software or hardware procurement, configuration services and system maintenance and operations. This provision extends to any subcontractors performing services under this contract

I. Scopes of Services

- a. The National Core Indicators Project (NCI) is an initiative designed to support states interest in gathering client satisfaction data within participating states. Data collected is used to observe trends nationally and allow participant states to determine how successful supports are being delivered as well as how states compare to each other. The National Core Indicator's Project is a collaborative effort between The Delaware Division of Developmental Disabilities Services (DDDS), the Human Services Research Institute (HSRI), and the National Association of State Directors of Developmental Disabilities Services (NASDDDS).
- b. Data for the project is gathered through yearly in-person consumer surveys (the NCI Individual Consumer Survey instrument) administered by state agencies to a sample of at least 400 participants, which includes individuals receiving Home and Community Based Services (HCBS) as part of the Medicaid HBCS waiver.

II. SERVICE GOAL

- a. NCI's primary aim is to collect and maintain valid and reliable data that give states a broad view of how their publicly-funded HCBS Waiver impact the quality of life and outcomes of service participants.
- b. A survey of a random sample of at least 400 participants, as described above, must be administered to yield data for the project.
- c. Program data will be collected and furnished to HSRI so that HSRI may interpret each state's data and produce reports that can support state efforts to strengthen HCBS Waiver supports, inform quality assurance activities, and compare their performance with national norms.

III. SERVICE UNIT

- a. The unit of service is one completed in-person survey for one participant for the program year.

IV. SERVICE AREA

- a. Program services must be provided Statewide. The sample must be distributed in each county as follows: Two-Hundred (200) surveys in New Castle County; one-hundred (100) surveys in Kent County; one-hundred (100) surveys in Sussex County.

V. SERVICE LOCATION

- a. NCI services are generally provided in the community in a setting of the individual's choice. This can include the individual's home, Day Program, local library or other location agreed upon between the individual participating in the survey and the survey team.

VI. ELIGIBILITY

- a. Any individual on the HCBS Waiver and receiving Case Management and one other support service is eligible to be included in the sample. While the project requires a minimum of 400 surveys to be completed, the universe of possible participants will be approximately 2000 individuals. DDDS expects surveys to continue until June 30, 2015 even if the total number of surveys surpasses 400.

VII. PROGRAM DESCRIPTION

- a. The Division of Developmental Disabilities Services (DDDS) will complete the Background portion of the NCI survey for roughly 2000 participants. While there is expected to be a percentage of individuals chosen as part of the sample who may refuse to participate, DDDS expects the roughly 2000 participant sample to yield the 400 minimum surveys, and the final survey total to exceed 400 surveys.
- b. States are required to work closely with NASDDDS and HSRI staff as they design their sample.
- c. The NCI project has three major components for the contracting agency (see Service Unit description):
- d. Training: Interviewers must attend one- to two-day, in-person; training conducted by HSRI and NASDDDS staff. Interviewers may also be required to participate in refresher webinars (as needed) run by HSRI and NASDDDS.
- e. Administration of the in-person NCI Individual Consumer Survey and related activities:
- f. Contractor will form teams of at least one undergraduate students and one self-advocate to administer the survey tool.
- g. In addition to the NASDDDS and HSRI training outline above, the contractor will conduct additional training with survey teams to assure inter-rater reliability prior to beginning the actual survey process.

-
- h. Contractor will schedule a minimum of 400 face-to-face Consumer Surveys from a sample provided by DDDS, however, the contractor will also continue to conduct surveys up and until June 30, 2015 which may yield a total sample that exceeds 400.
 - i. The contract will work from Background information that will be provided by DDDS and entered into ODESA prior to scheduling interviews.
 - j. Contractor is responsible for collecting and storing survey data in ODESA.
 - k. Providing project compliant data to HSRI for analysis:
 - l. Interviewers will complete the interviewer feedback form for each client survey to capture the interviewer's experience conducting the survey and provide feedback on any questions/wording that were consistently problematic;
 - m. Contractor will provide data to HSRI for analysis using the Online Data Entry System (ODESA).
 - n. Contractor will complete and transmit monthly reports including work schedule to DDDS.
 - o. The contracting agency will determine staffing required in performing the activities within these service to include a Project Director and ample student/self-advocate teams to complete the required number of surveys.

VIII. SERVICE STANDARDS

- a. General Service Standards:
 - i. The contractor will conduct the NCI Individual Survey instrument only with those persons deemed eligible except in cases where inter-rater reliability is being determined and as part of training exercises.
 - ii. The contractor will comply with all Delaware Department of Health and Social Services policies regarding client rights including reporting of all observed, reported or suspected incidents of abuse, neglect, mistreatment and/or financial exploitation.
 - iii. The contractor must comply with all applicable Federal, State, and local rules, regulations, and laws applying to the provision of the service.
 - iv. All staff providing the service must be qualified, must adhere to training guidelines as determined by HRSI (based on the NCI training guide that will be released by April 2015), and must provide services under the direction of a supervisor.
 - v. The contractor must develop and maintain policies and procedures for the delivery of NCI program services.
 - vi. The contractor must notify the consumer, in advance, of any change in schedule for administration of the survey instrument.
 - vii. The contractor must keep DDDS informed of all service delivery concerns.

- viii. The contractor must maintain the participant's right of privacy and confidentiality.
- ix. The contractor must establish a system through which participants may present grievances/complaints about the operation of the service.
- x. The contractor must comply with DDDS quality assurance initiatives related to this program.
- xi. Prohibited Activities:
 - 1. Individuals living outside of the state are not eligible to participate in survey activities under this contract.
 - 2. If at any point in the process, a client refuses to participate or to continue to participate, contracting staff are not to pressure the client to continue.

IX. PROVIDER QUALIFICATIONS

- a. The provider must utilize team member(s) with knowledge, experience, and abilities sufficient to administer the NCI Consumer Survey. Knowledge, experience and ability may be established through training by the contractor.
- b. The provider must have the capacity, either internally or through established networks, to communicate with non-English-speaking consumers and consumers with communication styles that fall outside of verbal communication.

X. INVOICING REQUIREMENTS

- a. The provider will invoice DDDS. Sample invoicing workbooks for each participating division will be attached to the RFP.
- b. The following information must be included in the invoice:
- c. Number of service units provided
- d. Number of unduplicated clients interviewed
- e. Amount of DDDS funds expended
- f. Invoices will be forwarded to the DDDS NCI Project Coordinator to be identified at the beginning of the contract period.



**NATIONAL CORE
INDICATORS**

ADULT CONSUMER SURVEY

2014-2015

Copyright ©2014 by the National Association of State Directors of Developmental Disabilities Services and Human Services Research Institute. All rights reserved. Permission to use or reproduce portions of this document is granted for purposes of the National Core Indicators current member states only. For other purposes, permission must be requested in writing from the authors. Revised June 2014.

Description of NCI:

This survey was developed in conjunction with the **National Core Indicators (NCI)**, an effort that began in 1997 and is co-sponsored by the National Association of State Directors of Developmental Disabilities Services (NASDDDS) and the Human Services Research Institute (HSRI). The purpose of NCI is to identify and measure **core indicators** of performance of state developmental disabilities service systems. Currently, 40 States, the District of Columbia, and 22 sub-state entities participate in NCI. This survey is intended to measure performance indicators originally identified by the NCI Operations Committee, which is made up of representatives from the participating states. For more information, go to www.nationalcoreindicators.org.

Organization of Survey:

The survey consists of five parts.

- ✧ The **Pre-Survey Form** requests information that may be useful for scheduling and conducting the face-to-face surveys. This information is not analyzed by HSRI and cannot be placed into the Online Data Entry Survey Application (ODESA).
- ✧ The **Background Information** section consists of information that will be analyzed in conjunction with the face-to-face survey responses. This information must be collected for all individuals surveyed. Most states collect this information from case manager or system records, however, some states use surveyors to collect some of this information directly from the individual, guardian, or family. The state will specify which elements need to be obtained directly by the surveyor.
- ✧ **Section I** contains questions that may only be answered by face-to-face meetings with the person receiving services and supports. These are subjective, "satisfaction" related questions that may not be answered by anyone else.
- ✧ **Section II** contains questions that may be answered by the individual or someone who knows the person well (proxy respondent), such as a family member, friend, staff person, guardian or advocate. Service coordinators or case managers are not allowed to be Section II respondents. If the individual is answering, the questions need to be asked face-to face. If a proxy respondent answers, questions need to be asked face-to-face if all possible. Only when necessary, questions for proxy respondents may be asked over the phone.

- ✧ The **Surveyor Feedback Sheet** is the last page of the survey. Please fill out one sheet for each survey you complete.

Pre-Survey Form

The Pre-Survey Form is intended to provide surveyors with the information they will need to schedule and conduct the face-to-face surveys. The state should review this form and decide what information will be provided to surveyors in advance (e.g., name, phone number, communication needs, etc.), how the information will be gathered (e.g., service coordinators, databases, surveyors etc.), and determine the administrative procedures (including informed consent) that must be followed when arranging the face-to-face surveys.

It is strongly suggested that as many Pre-Survey items as possible be filled out and reviewed before starting the face-to-face survey. Experience has shown that using familiar names and terms helps the respondent understand the questions being asked and facilitates the survey process. Surveyors can use the Pre-Survey items to fill in blanks in Sections I and II of the survey form where indicated with a  symbol. Doing this prior to the face-to-face survey helps the conversation flow more smoothly.

None of the Pre-Survey information is submitted to HSRI. **Actual procedures for using the Pre-Survey Form should be determined by the state's NCI coordinator and communicated to surveyors during training.** These procedures should also be communicated to HSRI.

Additional instructions regarding your state's specific administrative procedures may be noted below:

A. Person(s) completing this Pre-Survey form:

Name(s):

Date: ____ / ____ / ____

B. Person to be surveyed:

Individual Name:

Gender: ____ Male ____ Female

Age: _____

Phone: _____ - _____

Email Address: _____

Home address:

Street

City

State

Zip

C. Legal guardian information, if applicable:

Guardian Name:

Relationship: _____

Phone: _____ - _____

Home address:

Street

City

State

Zip

E-mail: _____

D. Consent Requirements and Procedures

Each state will follow its own specific consent requirements. However, at a minimum, the surveyor needs to obtain verbal consent from the individual (or his/her legal guardian, if applicable) before the face-to-face survey takes place.

Note: The consent questions at the bottom of page 25 must be answered.

PS-1. **Contact...** Who should the surveyor call to arrange a face-to-face survey with this person (individual, parent/guardian, day or residential program staff, etc.)?

Name: _____ Relationship: _____

Phone #1: _____ Phone #2: _____

E-mail address: _____

Note... We would like to conduct the face-to-face survey with persons alone, when appropriate. However, some persons may feel uncomfortable with strangers, may have community protection issues, or may have medical or behavioral challenges that require supervision by designated caregivers.

Do you recommend that a caregiver be present while this person is surveyed?

___ Yes ___ No

If yes, please explain:

PS-2. **Accommodations...** Does this person need any accommodations? (Examples: Communication - e.g., interpreter if the primary language is something other than English, sign language, communication device, voice amplifier, someone familiar with the person’s communication style; Accessibility - e.g., transportation, space issues; Other - e.g., medical, allergies). Please explain what arrangements are needed for the face-to-face survey.

PS-3. **Case manager/service coordinator...** What is the name and contact information of this person's case manager/service coordinator?

Name: _____ Phone: _____

Cell Phone: _____ E-mail address: _____

PS-4. **Person who can provide information about this individual’s employment...** Please indicate the person (e.g., Job Coach, Case Manager) who can provide the most accurate information about this person’s employment, such as hours worked and wages earned. This information is needed for questions BI-37 through BI-47 in the Background Information section.

Name: _____ Relationship: _____

Phone: _____ E-mail address: _____

PS-5. **Proxy Respondents...** If you believe this person may be unable or unwilling to complete Section II of the survey, please indicate the name(s) and number(s) of others who know the him or her well and could respond on his/her behalf. Family members, guardians, friends, and staff may respond; case managers/service coordinators may *not* respond.

Name: _____ Relationship:

Phone: _____ E-mail address:

Name: _____ Relationship:

Phone: _____ E-mail address:

PS-6. **Living Arrangement...** Please indicate who this person lives with.

___ lives alone _____ lives with parent/relatives

___ lives in large residential care facility ___ lives in shared house or
apartment

___ lives with partner, spouse, and/or children

If applicable, provide first names of roommates or housemates:

PS-7. **Support Staff...** If there are any people who are paid to provide supports in this person's home, or at work or day program, please indicate their first names. If there are several workers, please list the primary staff who spend the most time with this person.

Support Staff:

PS-8. **Employment** ... If applicable, please indicate the name(s) of this person's paid community job(s). A community job refers to paid work-

either competitive or supported employment. Examples include both individual and group employment, such as a work crew or enclave. It does not include work done in a facility-based setting (e.g., sheltered workshop) or volunteer work. Use the term or abbreviation the person is most familiar with.

Place of work:

PS-9. **Day Program/Other Regularly Scheduled Daily Activities...** If applicable, please indicate this person's day program or what they do as a regularly scheduled daily activity (examples include attending a sheltered workshop, volunteering or attending a senior program). Note: this does not include a paid job in the community (see PS-8). Use the term or abbreviation person is most familiar with.

Day Program/Other
Activity: _____

PS-10. **Self-Advocacy Organization...** What self-advocacy groups are active and well-known in the person's area? (Examples: People First, Self-Advocates Becoming Empowered, Speaking for Ourselves.)

PS-11. **Self-directed supports...** Is this person currently using a self-directed/participant-directed supports option? These options offer individuals (and their representatives) the opportunity to manage some or all of their services. For example, they may hire & fire their own support workers and/or have control over their budget or services.

Yes No

If yes, please provide additional information:

What is the term used to describe the participant-directed budget (e.g., individual budget, DDS budget, etc.)? Please note the term that would be most familiar to the person.

What is the name of the financial management service (also called fiscal agent, fiscal intermediary, intermediary service organization, etc.) that manages the budget? Please note the term that would be most familiar to the person.

Does this person employ his/her own staff?

Yes No

BACKGROUND INFORMATION

I.

BI-1. Survey Code: _____
(Unique Survey Code)

Note: This code should be provided by the state project coordinator and is for data analysis purposes only. A unique survey code should be assigned to each person. Do NOT use a number that could possibly identify the person (for example, do NOT use social security numbers). This code does not have to be limited to the amount of spaces above.

BI-2. Region or County: {if applicable} _____

The questions in this section are usually answered by reference to agency records or computer system reference (dependent upon availability by state). It is suggested that this section be completed along with the pre-survey form by the appropriate agency staff member, such as a case manager/service coordinator. Some items may be completed by the individual receiving services, a residential staff person or family member as necessary.

IMPORTANT: Background Information (BI) item numbers that are highlighted represent critical items for data analysis purposes. Please make every effort to provide this information so that your state’s data can be fully analyzed.

PERSONAL

BI-3. Date of birth:
(mm/dd/yyyy) ____ / ____ / _____

BI-4. Gender:
__ 1 Male
__ 2 Female

BI-5. Is this person Spanish/Hispanic/Latino? (Note: based on U.S. Census Bureau definitions, ethnicity is considered to be a separate question from race.)
__ 1 No, not Spanish/Hispanic/Latino
__ 2 Yes (Mexican, Mexican American, Chicano, Puerto Rican, Cuban, or Other Spanish/Hispanic/Latino)
__ 3 Don’t know

BI-6. What is this person's race? (Check ONE or MORE races to indicate what this person considers himself/herself to be)

- 1 American Indian or Alaska Native
- 2 Asian (Asian Indian, Chinese, Filipino, Japanese, Korean, Vietnamese or Other Asian)
- 3 Black or African-American
- 4 Pacific Islander (Native Hawaiian, Guamanian or Chamorro, Samoan, or Other Pacific Islander)
- 5 White
- 6 Other race not listed
- 7 Don't know

BI-7. Does this person have a legal/court-appointed guardian? (Check ONE)

- 1 No, person is independent of guardianship (legally competent or presumed competent)
- 2 Yes, limited guardianship
- 3 Yes, full guardianship
- 4 Don't know

BI-8. Marital status: (Check ONE)

- 1 Single, never married
- 2 Married
- 3 Single, married in past
- 4 Don't know

BI-9. Is this person diagnosed with an intellectual disability (ID)?

- 1 No → code BI-9a as NOT APPLICABLE
- 2 Yes
- 3 Don't Know → code BI-9a as NOT APPLICABLE

BI-9a. If BI-9 is answered 'yes', what level of ID?

- 0 NOT APPLICABLE – no ID diagnosis
- 1 Mild ID
- 2 Moderate ID
- 3 Severe ID
- 4 Profound ID
- 5 Unspecified level of ID
- 6 ID level unknown

BI-10. What other disabilities are noted in this person’s record? (Check one column for each disability)

No	Yes	Don’t Know	
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Mood disorder (e.g., depression, mania, bipolar disorder, etc.)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Anxiety disorder (e.g., obsessive disorders, panic disorders, etc.)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Behavior challenges (e.g., aggression, self-injurious behavior, etc.)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Psychotic disorder (e.g., schizophrenia, hallucinations, etc.)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Other Mental Illness/Psychiatric Diagnosis
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Autism Spectrum Disorder (e.g., Autism, Asperger Syndrome, Pervasive Developmental Disorder)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Cerebral Palsy
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Brain Injury
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Seizure Disorder/Neurological Problem
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Chemical Dependency
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Down Syndrome
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Prader-Willi Syndrome
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Other disabilities not listed _____
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	No other disabilities other than ID

BI-10a. What health conditions are noted in this person’s record? (Check one column for each health condition)

No	Yes	Don’t Know	
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Cardiovascular Disease (e.g., Coronary Heart Disease, Angina)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Diabetes (including Type I and Type II)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Cancer (e.g., Breast, Prostate, Colon, Lung, etc.)
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	High Blood Pressure
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	High Cholesterol
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Dysphasia
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Pressure Ulcers
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Limited or No Vision- Legally Blind
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Hearing Loss- Severe or Profound
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Alzheimer’s Disease or other Dementia
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	Other health conditions not listed _____

BI-11. What is this person’s primary language? (What language does s/he best understand?)

1 English

2 Other _____

BI-12. What is this person's primary means of expression? (Check ONE – most frequently used)

- 1 Spoken
- 2 Gestures/body language
- 3 Sign language or finger spelling
- 4 Communication aid/device
- 5 Other
- 6 Don't know

BI-13. How would you describe this person's mobility? (Check ONE)

- 1 Moves self around environment *without* aids
- 2 Moves self around environment *with* aids or uses wheelchair independently
- 3 Non-ambulatory, always needs assistance to move around environment
- 4 Don't know

HEALTH

BI-14. Overall, how would you describe this person's health?

- 1 Excellent
- 2 Very good
- 3 Fairly good
- 4 Poor
- 5 Don't know

BI-15. Does this person have a primary care doctor?

- 1 No
- 2 Yes
- 3 Don't know

BI-16. When was his/her last complete annual physical exam? (We are referring to a routine exam, not a visit for a specific problem or illness.) (Check ONE)

- 1 In the past year (anytime less than 12 months ago)
- 2 One year ago or more
- 3 Don't know

BI-17. When was his/her last dentist visit? (Check ONE)

- 1 Within the last six months (anytime less than 6 months ago)
- 2 Within the past year (6 months but less than 12 months ago)
- 3 One year ago or more
- 4 Don't know

BI-18. When was the last time this person had an eye examination/vision screening?

- 1 Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 3 years (2 years but less than 3 years ago)
- 4 Within the past 5 years (3 years but less than 5 years ago)
- 5 5 or more years ago
- 6 Has never had a vision screening
- 7 Don't know

BI-19. When was the last time this person had a hearing test?

- 1 Within the past 5 years (anytime less than 5 years ago)
- 2 5 years ago or more
- 3 Has never had a hearing test
- 4 Don't know

BI-20. During the past 12 months, has this person had a flu vaccination?

- 1 No
- 2 Yes
- 3 Don't know

BI-21. Has this person ever had a vaccination for pneumonia?

- 1 No
- 2 Yes
- 3 Don't know

BI-22. How much does this person weigh?

___ ___ ___ **lbs.**

BI-23. How tall is this person?

___ **feet** ___ ___ **inches**

BI-24. Does this person routinely engage in any moderate physical activity? (Moderate physical activity is an activity that causes some increase in breathing or heart rate. Examples include, but are not limited to, brisk walking, swimming, bicycling, cleaning, and gardening.) (Check ONE)

- 1 No
- 2 Yes
- 3 Don't know

BI-24a. If yes, does the moderate physical activity last 30 minutes or more? (Check ONE)

- 0 NOT APPLICABLE – does not do activity
- 1 No
- 2 Yes
- 3 Don't know

BI-24b. If yes, how many times per week? (Check ONE)

- 0 NOT APPLICABLE – does not do activity for at least 30 minutes
- 1 Five times or more per week
- 2 Three to four times per week
- 3 One to two times per week
- 4 Don't know

BI-25. Does this person smoke or chew tobacco?

- 1 No
- 2 Yes
- 3 Don't know

BI-26. If female, when was her last Pap test screening? A Pap test is a test used to check women for cancer of the cervix. (Check ONE) (Will be reported for females age 18 and over)

- 0 NOT APPLICABLE – INDIVIDUAL IS MALE
- 1 Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 3 years (2 years but less than 3 years ago)
- 4 Within the past 5 years (3 years but less than 5 years ago)
- 5 5 or more years ago

- 6 Has never had a Pap test
- 7 Don't know

BI-27. If female, when was her last mammogram? A mammogram is an x-ray of each breast to check for breast cancer. (Check ONE)
(Will be reported for females age 40 and over)

- 0 **NOT APPLICABLE** – INDIVIDUAL IS MALE or FEMALE IS UNDER 40
- 1 Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 3 years (2 years but less than 3 years ago)
- 4 Within the past 5 years (3 years but less than 5 years ago)
- 5 5 or more years ago
- 6 Has never had a mammogram
- 7 Don't know

BI-28. When was the last time this person had a screening for colorectal cancer (either sigmoidoscopy or colonoscopy)?
(Check ONE) (Will be reported for all adults age 50 and over)

- 0 **NOT APPLICABLE** – INDIVIDUAL IS UNDER 50
- 1 Within the past year (anytime less than 12 months ago)
- 2 Within the past 2 years (1 year but less than 2 years ago)
- 3 Within the past 3 years (2 years but less than 3 years ago)
- 4 Within the past 5 years (3 years but less than 5 years ago)
- 5 5 or more years ago
- 6 Has never had a screening for colorectal cancer
- 7 Don't know

BI-29. How often does this person require medical care? (Check ONE)
(Medical care refers to care that must be performed or delegated by a nurse or physician. Do not include medication administration.)

- 1 Less frequently than once/month
- 2 At least once/month, but not once a week
- 3 At least once/week, or more frequently
- 4 Don't know

BI-30. If this person has seizures, how often do they occur? (Check ONE)

- 0 NOT APPLICABLE -- does not have seizures
- 1 Seizures are controlled
- 2 Less frequently than once/month
- 3 At least once/month, but not once a week
- 4 At least once/week, or more frequently
- 5 Don't know

BI-31. Does this person currently take medications to treat mood disorders, anxiety, and/or psychotic disorders?

[Medications for mood disorders- includes any drug prescribed to elevate or stabilize mood (reduce mood swings), e.g., to treat depression, mania, or bipolar disorder.]

[Medications for anxiety- includes any drug prescribed to treat anxiety disorders (including obsessive disorders and panic disorders) or to reduce anxiety symptoms.]

[Medications for psychotic disorders- includes any drug (e.g., anti-psychotic or "neuroleptic") used to treat psychotic disorders such as schizophrenia or psychotic symptoms such as hallucinations.]

- 1 No
- 2 Yes
- 3 Don't know

BI-31a. If 'Yes' to BI-31, how many medications to treat mood disorders, anxiety, and/or psychotic disorders does this person take?

- 0 NOT APPLICABLE – does not take medications for these disorders
- 1 1-2 medications
- 2 3-4 medications
- 3 5-10 medications
- 4 11 or more medications
- 5 Don't know

BI-31b. Does this person currently take medications for behavioral challenges?

[Medications for behavioral challenges- includes any drug prescribed for a behavior modification purpose (e.g. such as a stimulant, sedative, or beta-blocker), e.g., to treat ADHD, aggression, self-injurious behavior, etc.]

- 1 No

- 2 Yes
- 3 Don't know

BI-31c. If 'Yes' to BI-31b, how many medications to treat behavioral disorders does this person take?

- 0 NOT APPLICABLE – does not take medications to treat behavioral disorders
- 1 1-2 medications
- 2 3-4 medications
- 3 5-10 medications
- 4 11 or more medications
- 5 Don't know

BI-31d. Does this person have a behavior plan?

A behavior plan is based on an assessment of an individual's challenging behavior. The plan includes a description of the individual's strengths, preferences and interests, the goal(s) related to diminishing/eliminating the behavior, and applicable information about the nature of the behavior and potential triggering events. The plan should describe the interventions and accommodations that will contribute to the goal(s). It should also include the ways in which progress will be monitored, the staff who will be responsible for the interventions, and the length of time that the plan will be in place.

- 1 No
- 2 Yes
- 3 Don't know

BI-32. Does this person currently receive Medicare?

- 1 No
- 2 Yes
- 3 Don't know

RESIDENCE

BI-33. How long has this person lived in his/her current home?

- 1 Less than 1 year
- 2 1-3 years
- 3 3-5 years
- 4 Over 5 years
- 5 Don't know

BI-34. How would you characterize the place where this person lives?
(Check ONE)

- 1 Intermediate Care Facility for persons with ID/DD (ICF/ID)-1-3 residents with disabilities
- 2 Intermediate Care Facility for persons with ID/DD (ICF/ID)-4-6 residents with disabilities
- 3 Intermediate Care Facility for persons with ID/DD (ICF/ID)-7-15 residents with disabilities
- 4 Intermediate Care Facility for persons with ID/DD (ICF/ID)-16 or more residents with disabilities
- 5 Other Specialized Institutional Facility
- 6 Group home- 1-3 people with disabilities; or agency-operated apartment.
- 7 Group Home- 4-6 people with disabilities
- 8 Group Home- 7-15 people with disabilities
- 9 Independent home or apartment, or shared with a roommate
- 10 Parent/relative's home
- 11 Foster care or host home (round-the-clock services provided in a single family residence where one or more people with a disability live with a person or family who furnishes services)
- 12 Nursing facility
- 13 Homeless
- 14 Other (specify) _____
- 15 Don't know

BI-34a. If this person lives in an Intermediate Care Facility for persons with ID/DD (ICF/ID), a specialized institutional facility or a group home, is it publicly or privately operated? (Check ONE)

- 1 Public
- 2 Private
- 3 Don't know

BI-35. Who owns or leases the place where this person lives? (Check ONE)

- 1 Family, guardian, or friend
- 2 Foster care or host family
- 3 Private agency
- 4 State or County agency

- 5 Person rents home (name is on the lease)
- 6 Person owns home (name is on the title)
- 7 Don't know
- 8 Other

BI-36. What amount of paid support does this person receive at home?

(Include any paid support, regardless of funding source) (Check ONE)

- 1 24-hour on-site support or supervision (people living with or being available in his/her home during all hours that s/he is home)
- 2 Daily on-site support (for a limited number of hours/day, not round-the-clock)
- 3 Scheduled, less frequent than daily support
- 4 As needed visitation and phone contact
- 5 None of the above
- 6 Don't know

EMPLOYMENT / OTHER DAILY ACTIVITIES

 **See PS-4. Please provide data for the most recent typical two-week period possible.**

Type of activity Definitions: <u>Community-based setting</u> is a place where most people do not have disabilities. <u>Facility-based setting</u> is a place where most people do have disabilities.	A. a) Was this person engaged in this activity during the <u>two-week period</u> ?	B. If yes:			
		C. b) Number of <u>hours worked or spent at this activity during the two-week period</u> :	D. c) Total <u>gross wages (before taxes or deductions) earned at this activity during the two-week period</u> :	E. d) Does this person get <u>publicly-funded services or supports to participate in this activity</u> ?	F. e) Is the job or activity done primarily by a <u>group of people with disabilities</u> ?
G. BI-37. Paid job in a community-based setting (e.g., competitive or supported employment, enclave, work crew)	__ 1 No __ 2 Yes __ 3 Don't know	____	\$ _____. ____	__ 1 No __ 2 Yes __ 3 Don't know	__ 1 No __ 2 Yes __ 3 Don't know
BI-38. Unpaid activity in a community-based setting (e.g., volunteer activities, skills training)	__ 1 No __ 2 Yes __ 3 Don't know	____	N/A	__ 1 No __ 2 Yes __ 3 Don't know	__ 1 No __ 2 Yes __ 3 Don't know
BI-39. Paid work performed in a facility-based setting (e.g., workshop, activity center)	__ 1 No __ 2 Yes __ 3 Don't know	____	\$ _____. ____	N/A	N/A

H. BI-40. Unpaid activity in a facility-based setting (e.g., day habilitation, seniors programs)	— 1 No — 2 Yes — 3 Don't know	— — —	N/A	N/A	N/A
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BI-41. Is community employment a goal in this person's service plan?

- 1 No
- 2 Yes
- 3 Don't know

BI-42. Is this person enrolled in the public school system?

- 1 No
- 2 Yes

BI-43. What agency or program pays for the employment or day supports this person receives? (Please check all that apply)

- 1 HCBS Waiver Program
- 2 State or County ID/DD Agency (non-waiver)
- 3 Vocational Rehabilitation Agency
- 4 ICF/ID Day Program
- 5 Other (e.g., Social Security Ticket to Work)
- 6 NOT APPLICABLE – does not receive employment supports or day services

Community Employment – If BI-37a above is checked “Yes,” please answer BI-44 through BI-47:	
BI-44. Did this person work 10 out of the last 12 months in a community job? (Person may have changed jobs or had periods of unemployment/transition.)	<input type="checkbox"/> 1 No <input type="checkbox"/> 2 Yes <input type="checkbox"/> 3 Don't Know
BI-45. Does this person receive paid vacation and/or sick time at his/her job?	<input type="checkbox"/> 1 No <input type="checkbox"/> 2 Yes <input type="checkbox"/> 3 Don't Know
BI-46. How long has this person been working at his/her current job? (If multiple jobs, pick the job the person has worked at the longest).	___ ___ years ___ ___ months
BI-47. What type of job does this person have? (check ONE - option that best fits)	
<input type="checkbox"/> 1 Food preparation and food service <input type="checkbox"/> 2 Building and grounds cleaning or maintenance <input type="checkbox"/> 3 Personal care provider <input type="checkbox"/> 4 Retail job such as sales clerk or stock person	

- 5 General office and administrative support
- 6 Farming, fishing, forestry worker
- 7 Construction or repair occupation
- 8 Assembly, manufacturing, or packaging
- 9 Materials handling, mail distribution
- 10 Management, business, or financial operations
- 11 Professional or technical occupation
- 12 Self-employed
- 13 Other

OTHER SUPPORTS AND SERVICES

BI-48. Which of the following services/supports funded by the state (or county) agency does this person receive? (Check one column for each service):

	No	Yes	Don't Know	
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Service coordination/case management
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Respite/family support
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Transportation
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Assistance finding, maintaining, or changing jobs
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Education or Training
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Health care
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Dental care
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Assistance finding, maintaining, or changing housing
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Social/relationships issues, meeting people
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Communication technology
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Environmental adaptations/home modifications
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Benefits/insurance information
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3		Other

BI-49. Does this person receive either ICF/ID or HCBS Waiver funding? (Check ONE) **(PLEASE OBTAIN THIS INFORMATION FROM A STATE DATA SYSTEM/OFFICIAL RECORD IF POSSIBLE)**

- 1 Yes, ICF/ID (Intermediate Care Facility for people with Intellectual Disabilities)
- 2a Yes, HCBS (Home and Community-Based Services) Waiver Program- 1915 b
- 2b Yes, HCBS (Home and Community-Based Services) Waiver Program- 1915 b/c
- 2c Yes, HCBS (Home and Community-Based Services) Waiver Program- 1915 c
- 2d Yes, HCBS (Home and Community-Based Services) State Plan- 1915 i

2e Yes, HCBS (Home and Community-Based Services) State Plan - 1915 j

2f Yes, HCBS (Home and Community-Based Services) State Plan Personal Care

2g Yes, HCBS (Home and Community-Based Services) Community First Choice Option- 1915 k

2h Yes, HCBS (Home and Community-Based Services) Waiver Program- Other _____

2i Yes, HCBS (Home and Community-Based Services)- Other Plan or Option (**including MFP**) _____

3 Don't know

4 No, receives other funding

BI-50. Is this person currently using a self-directed supports option?

“Self-directed” or “participant-directed” supports options offer individuals (and their representatives, including family members) the opportunity to manage some or all of their services. They may hire & fire their own support workers and/or control how their budget is spent.

1 No → code BI-51 and 39-44 as NOT APPLICABLE

2 Yes

3 Don't know → code BI-51 and 39-44 as NOT APPLICABLE

BI-51. If yes, who employs this person's support workers?

8 NOT APPLICABLE – not using self-directed/participant-directed supports

1 The person (or his/her representative) is the common-law employer. A fiscal intermediary functions as the person's agent to perform payroll and other responsibilities required by law.

2 An “agency with choice” is the common-law employer of the support workers selected/recruited by the individual and performs necessary payroll and human resources functions. The person (or his/her representative) is the co-employer (managing employer).

3 Don't know

BEHAVIORAL SUPPORT NEEDS

Analyses of project data show that the extent of behavioral support needs is significantly related to many of the questions on the survey. The requested information is used to "adjust" the data in order to make valid comparisons of performance across states. The responses will not be used to identify any individual.

The person conducting this survey may ask a family member or staff person on site to fill out the questions on the following page. This information may also be obtained from service coordinators or through record review. These questions rely upon the assessment of someone who knows the individual well. Please identify the level of support the person needs to manage any of the types of behavior listed below.

Does person need support to manage:	Level of Support Needed (Check ONE)
<p>BI-52. Self-injurious behavior <i>Refers to attempts to cause harm to one's own body, for example, by hitting or biting self, banging head, scratching or puncturing skin, ingesting inedible substances, or attempting suicide.</i></p>	<p><input type="checkbox"/>_1 No support needed <input type="checkbox"/>_2 Some support needed; requires only occasional assistance or monitoring <input type="checkbox"/>_3 Extensive support needed; frequent or severe enough to require regular assistance <input type="checkbox"/>_9 Don't Know</p>
<p>BI-53. Disruptive behavior <i>Refers to behavior that interferes with the activities of others, for example, by laughing or crying without apparent reason, yelling or screaming, cursing, or threatening violence.</i></p>	<p><input type="checkbox"/>_1 No support needed <input type="checkbox"/>_2 Some support needed; requires only occasional assistance or monitoring <input type="checkbox"/>_3 Extensive support needed; frequent or severe enough to require regular assistance <input type="checkbox"/>_9 Don't Know</p>
<p>BI-54. Destructive behavior <i>Refers broadly to externally-directed, defiant behavior, for example, taking other people's property, property destruction, stealing, or assaults and injuries to</i></p>	<p><input type="checkbox"/>_1 No support needed <input type="checkbox"/>_2 Some support needed; requires only occasional assistance or monitoring <input type="checkbox"/>_3 Extensive support needed; frequent or severe enough to</p>

<i>others.</i>	require regular assistance __9 Don't Know
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BI-55. Whose responsibility was it to obtain the Background Information? (check all that apply)

- 1 Service coordinator/case manager
- 2 Other state staff
- 3 Contractor
- 4 Individual being surveyed
- 5 Family member
- 6 Provider staff
- 7 Other _____

SECTION I: Face-to-face Survey With Person Receiving Services and Supports

General Instructions:

- ✧ This section may only be completed by **directly surveying the person receiving services and supports**.
- ✧ Prior to the survey, surveyors should use the pre-survey form to fill in the blanks throughout the survey. Using familiar names and terms during the survey will help ensure that the person understands the questions. Questions that refer to pre-survey information are indicated with a bell symbol: 
- ✧ Do not use responses from any other person to complete this section.
- ✧ If possible, the survey should be conducted in private. Others may be present if the individual requests, or if another person is needed for interpretation purposes. If staff believe that a private survey may pose risks to surveyors, then staff should be present. If others are providing assistance, surveyors should emphasize that we are trying to find out the individual's perspective.
- ✧ Be sure to read all instructions carefully.
- ✧ Help the person with any words that are not understood. You may repeat or rephrase questions to improve understanding. Some questions have suggested rephrasing in italics - you do not need to limit yourself to these suggestions.
- ✧ Do not read or show the list of response options to the individual. Let them answer in their own words and then code the most appropriate response.
- ✧ Individuals may skip any question. If the person receiving services does not respond to a question or gives an unclear response, code the question as "9."
- ✧ If you have any questions concerning the intent of a survey question or need additional help in rephrasing a question, refer to the list of Core Indicators in your training packet.
- ✧ A wide margin is provided for recording notes as necessary. Just be sure your response choices are clearly marked.
- ✧ Please fill out the **Surveyor Feedback Sheet** after each interview.

Take a few minutes to introduce yourself and make the person feel comfortable. Read or paraphrase the following introduction. Pause after each statement, making sure the respondent understands.

“Hi, my name is _____. I’m from _____, and I’m here to ask you some questions about where you live, where you work, your friends and family, and the people who help you. By answering these questions, you are helping us figure out how people in _____ (State) are doing, and how to make supports and services better.”

“This is not a test, and there are no right or wrong answers to these questions. If you don't understand a question, let me know and I'll try to explain it. It's okay if you don't know how to answer. Whatever answers you give, you will not get into trouble and no one will be mad at you.”

“You don't have to answer any questions that you don't want to. Just tell me if you don't want to answer.”

“I'd like to know your opinions, how you feel about things. Whatever you tell me will be kept private, so you can be honest.”

Note: Before beginning Section I, make sure that the appropriate consent has been received from the individual or guardian (see questions below).

Consent Questions:

#CQ1. (Required)- Did the individual or legal guardian give consent to participate in this survey? Yes No

If required in your state, please answer the following questions (otherwise leave blank).

#CQ2. Did individual/legal guardian give verbal consent for the surveyor to contact him/her? Yes No

#CQ3. Is the signature of a legal guardian required for this individual to consent to participation in this survey? Yes No

(i) #CQ4. If required, did individual/legal guardian give written consent to be

surveyed?

___Yes ___ No

EMPLOYMENT / OTHER DAILY ACTIVITIES

I'd like to start by asking you about what you do during the day – if you have a job or other place that you go to.

1) Do you have a paid job in the community?

A community job refers to paid work - either competitive or supported employment (includes both individual and group employment, such as a work crew or enclave). It does not include work done in facility-based settings like sheltered workshops. It also does not include volunteer work.

PS-8



(Do you work at _____?)

__2 Yes → code Question 2 as NOT APPLICABLE

__0 No → ask Question 2

__9 Don't know, no response, unclear response

2) If No, ask: Would you like to have a job in the community?

__8 NOT APPLICABLE – has job in the community

__2 Yes

__1 In-between

__0 No

__9 Don't know, no response, unclear response

If person does not have a job in the community, code Questions 3-4 as NOT APPLICABLE.

3) Do you like working there?

__8 NOT APPLICABLE – no job in the community

__2 Yes

__1 In-between

__0 No

__9 Don't know, no response, unclear response

4) Would you like to work somewhere else? (*Would you like a different job instead of this one?*)

- _8 NOT APPLICABLE – no job in the community
- _2 Yes
- _1 In-between
- _0 No
- _9 Don't know, no response, unclear response

5) Do you go to a day program or do some other regularly scheduled activity during the day? This does not include a job in the community. Examples of an "other regularly scheduled activity" could include volunteering, a sheltered workshop, or attending a senior program.

PS-9



(Do you go to _____?)

- _2 Yes
- _0 No → code Questions 6-7 as NOT APPLICABLE
- _9 Don't know, no response, unclear response

6) Do you like going there/doing this activity?

- _8 NOT APPLICABLE – no day program or other activity
- _2 Yes
- _1 In-between
- _0 No
- _9 Don't know, no response, unclear response

7) Would you like to go somewhere else or do something else during the day?

- _8 NOT APPLICABLE – no day program or other activity
- _2 Yes
- _1 In-between
- _0 No
- _9 Don't know, no response, unclear response

8) Do you do any volunteer work? Do *not* include instances where individual is made or forced to spend time 'volunteering.' Volunteer work is *not* paid.

- _2 Yes
- _0 No
- _9 Don't know, no response, unclear response

HOME

Now I'm going to ask you about where you live.

9) Do you like your home or where you live? (*Do you like living here?*)

- _2 Yes
- _1 In-between
- _0 No
- _9 Don't know, no response, unclear response

10) Would you like to live somewhere else?

- _2 Yes
- _1 In-between
- _0 No
- _9 Don't know, no response, unclear response

11) Do you ever talk with your neighbors?

- _2 Yes, often (weekly or more)
- _1 Yes, but not often
- _0 No, or very rarely
- _9 Don't know, no response, unclear response

12) Do people let you know before they come into your home?

(Do they ring the doorbell or knock first and wait for an answer?) Do not include people who live in the home.

- _2 Yes
- _1 Sometimes
- _0 No
- _9 Don't know, no response, unclear response, **or people do not come into your home**

13) Do people let you know before coming into your bedroom?

- _2 Yes
- _1 Sometimes
- _0 No
- _9 Don't know, no response, unclear response, **or people do not come into your bedroom**

14) Do you have enough privacy at home? *(Can you have time to yourself?)* If person lives alone, code Q14 as NOT APPLICABLE.

Here we are looking at privacy (e.g. going in a room and closing the door), not the person's need for supervision (e.g. staying home alone).

- _8 **NOT APPLICABLE** - lives alone
- _2 Yes, has enough privacy
- _0 No, would like more privacy
- _9 Don't know, no response, unclear response

SAFETY

Now I'm going to ask you some personal questions about your safety. Remember, you do not have to answer any questions that you do not want to.

15) Are you ever afraid or scared when you are at home?

- _2 [Yes] - most of the time
- _1 Sometimes
- _0 [No] - rarely

_9 Don't know, no response, unclear response

16) Are you ever afraid or scared when you are out in your neighborhood?

_2 [Yes] - most of the time

_1 Sometimes

_0 [No] - rarely

_9 Don't know, no response, unclear response

17) Are you ever afraid or scared at work or at your day program/other activity?

_8 NOT APPLICABLE – no work or day program/activity

_2 [Yes] - most of the time

_1 Sometimes

_0 [No] - rarely

_9 Don't know, no response, unclear response

18) If you ever feel afraid, is there someone you can talk to?

Please ask question to all respondents.

_2 Yes

_1 Maybe, not sure

_0 No

_9 Don't know, no response, unclear response

FRIENDS AND FAMILY

Now I'm going to ask you about friends and family.

19) Do you have friends you like to talk to or do things with?

If s/he answers "yes," ask who the friends are and try to determine if they are family, staff, roommates, co-workers, etc. You can use prompts such as: *Can you tell me their names? Are these friends staff or your family?*

_2 Yes, has friends who are not staff or family

_1 Yes, all friends are staff or family, or cannot determine

_0 No, does not have friends

_9 Don't know, no response, unclear response

20) Do you have a best friend, or someone you are really close to? *(Is there someone you can talk to about personal things?)* Can include staff or family member.

_2 Yes

_0 No

_9 Don't know, no response, unclear response

If the person responds "NO" TO BOTH QUESTIONS 19 AND 20, code Question 21 as "NOT APPLICABLE."

21) Can you see your friends when you want to see them? *(Can you make plans with your friends when you want to?)*

We are trying to determine if person gets support to see friends. Try to factor out situations where friends are not available – this is not the issue.

_8 NOT APPLICABLE – does not have any friends

_2 Yes, can see friends whenever s/he wants to

_1 Sometimes can't see friends (e.g., not enough staff or transportation)

_0 No, often unable to see friends

_9 Don't know, no response, unclear response

22) Can you go on a date if you want to?

_8 NOT APPLICABLE – does not want to date

_2 Yes, can date, or is married or living with partner

_1 Yes, but there are some restrictions or rules about dating

_0 No

_9 Don't know, no response, unclear response

23) Do you ever feel lonely? *(Do you ever feel like you don't have anyone to talk to?)*

If s/he responds "yes," probe to determine how often s/he feels lonely.

_2 [Yes] – often feels lonely (more than half the time)

_1 Sometimes (about half the time)

_0 [No] – not often (less than half the time)

_9 Don't know, no response, unclear response

24) Do you have family that you see?

If the person lives with family, ask about other family members that do not live in the home.

- _2 Yes
- _0 No
- _9 Don't know, no response, unclear response

25) Can you see your family when you want to? *(Can you pick the times you see them? Does someone help you make plans to see them?)*

If family is not available or does not wish to have contact, code as NOT APPLICABLE. If the person has family but does not want to see them, code as 2.

- _8 NOT APPLICABLE – family not available, person does not have family or family does not wish to have contact
- _2 Yes, sees family whenever s/he wants to, or chooses not to see family
- _1 Sometimes
- _0 No
- _9 Don't know, no response, unclear response

26) Can you help other people if you want to? *(Can you show other people how to do things if you want to?)*

- _2 Yes
- _1 Sometimes
- _0 No
- _9 Don't know, no response, unclear response

SATISFACTION WITH SERVICES/SUPPORTS

Now I'm going to ask you some questions about your services.

ASK QUESTIONS 27 and 30-32 ONLY IF PERSON HAS A CASE MANAGER/ SERVICE COORDINATOR. If person does not have a case manager/ service coordinator, code these questions as "NOT APPLICABLE".

27) Have you met your case manager/service coordinator?

PS-3



Have you met _____ ?

- _8 NOT APPLICABLE – does not have case manager/service coordinator
- _2 Yes, person has met case manager/service coordinator
- _1 Maybe, not sure
- _0 No, person has not met case manager/service coordinator
- _9 Don't know, no response, unclear response

28) Do you have a service plan? *(Do you have a list of services your case manager/service coordinator will help you get?)*

- _2 Yes
- _1 Maybe, not sure
- _0 No → code Question 29 as NOT APPLICABLE
- _9 Don't know, no response, unclear response

29) Did you help make your service plan? *(Did you help decide which services are on the list?)*

- _8 NOT APPLICABLE – does not have service plan
- _2 Yes
- _1 Maybe, not sure
- _0 No
- _9 Don't know, no response, unclear response

30) Does your case manager/service coordinator ask you what you want? *(Does your case manager/service coordinator ask what is important to you?)*

- _8 NOT APPLICABLE – does not have case manager/service coordinator, or person does not talk to case manager/service coordinator
- _2 Yes
- _1 Sometimes
- _0 No
- _9 Don't know, no response, unclear response

31) If you ask for something, does your case manager/service coordinator help you get what you need?

- _8 NOT APPLICABLE – does not have case manager/service coordinator, or does not ask for help
- _2 Yes, does help
- _1 Sometimes helps
- _0 No, does not help
- _9 Don't know, no response, unclear response

32) If you call and leave a message, does your case manager/service coordinator take a long time to call you back, or does s/he call back right away?

- _8 NOT APPLICABLE – does not have case manager/service coordinator, or does not call case manager/service coordinator
- _2 Calls back right away
- _1 In-between
- _0 Takes a long time to call back
- _9 Don't know, no response, unclear response

33) Do you have staff who help you? (e.g., at your home, your job, your day program)

PS-7


(Does _____ help you?)

- _2 Yes
- _0 No → code Questions 34-36 as NOT APPLICABLE
- _9 Don't know, no response, unclear response

34) Do your staff treat you with respect? (Do they listen and talk to you?)

- _8 NOT APPLICABLE – does not have any staff
- _2 Yes, all staff, always
- _1 Sometimes or some staff
- _0 No
- _9 Don't know, no response, unclear response

35) Do your staff come when they are supposed to? (Do they show up on time? Do they show up when they say they will?)

- _8 NOT APPLICABLE- does not have staff
- _2 Yes
- _1 Maybe, not sure
- _0 No
- _9 Don't know, no response, unclear response

36) If you have problems with your staff, do you get the help you want to fix these problems?

- _8 NOT APPLICABLE- does not have staff or problems with staff
- _2 Yes
- _1 Maybe, not sure
- _0 No
- _9 Don't know, no response, unclear response

Now, I am going to ask you a couple of questions about how you get around.

37) How do you usually get to places you need to go? (Check ALL that apply; however, we are looking for the **most frequent** mode(s) of transportation).

- _7 Transports self – walks, drives, rides bike
- _6 Gets ride from family or friends
- _5 Gets ride from staff in staff's car
- _4 Gets ride from staff in provider van or vehicle
- _3 Uses public transportation such as bus
- _2 Uses specialized transportation such as paratransit service
- _1 Uses taxi service
- _9 Don't know, no response, unclear response

38) When you want to go somewhere, do you always have a way to get there? *(Can you get a ride when you want one?)*

- _2 Yes, almost always
- _1 Sometimes
- _0 No, almost never
- _9 Don't know, no response, unclear response

SELF-DIRECTED SUPPORTS

ASK QUESTIONS 39-44 ONLY IF PERSON USES A SELF-DIRECTED SUPPORTS OPTION (SEE **PS-11** and QUESTION **BI-50**).

If person does not use self-directed supports, code these questions as NOT APPLICABLE.

For those who are using self-directed supports, the surveyor may need to explain the term "budget" – for example, the money discussed at your planning meeting that you can use to hire your own staff or purchase things you need. This is different from spending money or a personal budget. Refer to **PS-11** for terms the person may be familiar with.

39) Does someone talk with you about your budget and the services you can get?

PS-11 :


Does someone talk with you about your _____?

- _8 NOT APPLICABLE
- _2 Yes
- _1 Maybe, not sure
- _0 No → code Questions 40-44 as NOT APPLICABLE
- _9 Don't know, no response, unclear response

40) Is there someone who helps you decide how to use your budget/services?

- _8 NOT APPLICABLE
- _2 Yes
- _1 Maybe, not sure
- _0 No
- _9 Don't know, no response, unclear response

41) Can you make changes to your budget/services if you need to? *(Can you decide to buy something different?)*

- _8 NOT APPLICABLE
- _2 Yes
- _1 Maybe, not sure
- _0 No
- _9 Don't know, no response, unclear response

42) Do you want more help deciding how to use your budget/services, or do you have enough help?

- _8 NOT APPLICABLE
- _2 [Yes] – want more help
- _1 Maybe, not sure
- _0 [No] – have enough help
- _9 Don't know, no response, unclear response

43) Do you get information about how much money is left in your budget/services?

PS-11 :


Do you get information from _____ (financial management service)?

- _8 NOT APPLICABLE
- _2 Yes
- _1 Maybe, not sure
- _0 No → code Question 44 as NOT APPLICABLE
- _9 Don't know, no response, unclear response

44) If yes, is the information easy to understand?

- _8 NOT APPLICABLE
- _2 Yes
- _1 Maybe, not sure
- _0 No
- _9 Don't know, no response, unclear response

45) Surveyor: Could Section I be completed?

- _1 Yes, person answered independently or with some assistance
- _2 Yes, person answered using alternate/picture response format
- _3 No, person could not communicate sufficiently to complete this section
- _4 No, person was unwilling to participate
- _5 No, other reason

46) Surveyor: In your opinion, did the individual appear to understand most of the questions or not?

- _8 **NOT APPLICABLE** – did not complete Section I
- _2 Yes, appeared to understand most questions (even if prompted) and could give an opinion
- _1 Not sure
- _0 No, appeared to have very little understanding or comprehension

47) Surveyor: In your opinion, did the individual seem to answer the questions in a consistent manner? (Do you feel his/her responses were valid?)

- _8 **NOT APPLICABLE** – did not complete Section I
- _2 Yes, seemed to give consistent and valid responses
- _1 Not sure
- _0 No, did not seem to give consistent and valid responses

If you answered "yes" to questions 45-47, then determine now if s/he is willing to answer more questions. If the individual is not willing to continue, or if you believe comprehension or consistency was a problem and person does not have a proxy respondent, then say:

"Thank you for your help. It's been very nice talking to you. You've been very helpful."

If the person is willing to continue or has a proxy respondent available,
please continue to Section II.

SECTION II: Survey with the Person Receiving Services or with Proxy Respondents

STOP - Please review Section 1 questions #45-47. Please make sure you have answered those questions before proceeding.

Ask the person receiving services the Section II questions if all possible. If the person is unwilling or unable to complete this section, other respondents may be surveyed (family, advocate, staff; however *not* the case manager or service coordinator). If the individual did not complete Section 1 or if you believe that s/he did not understand the questions and/or did not answer consistently, *do not* ask the individual the Section II questions...only ask the proxy respondent(s). Proxy respondents must be knowledgeable in the areas below (they should know the person well and have frequent contact with him/her). Use the alternate wording provided when questioning proxy respondents (e.g., *'Did this person...?'*).

For all questions, indicate who the respondent was; please check only one respondent for each question.

If both the individual and the proxy respondent contributed to the answer, and there is agreement between the two, check "individual" as the respondent.

If there is disagreement between the individual and the proxy respondent, you may need to ask follow up questions to determine the most valid response.

Ask the person if s/he wishes to continue with the questions, or if s/he would like to take a short break.

COMMUNITY INCLUSION

In this section, we are trying to find out if the person participates in integrated community activities (including people with and without disabilities). If the individual indicates they have only participated in a non-integrated activity (where only people with disabilities are participating) in the past month, then you should check 'no' as the response. If the person answers "yes," you may ask for an example to verify that the person understood the question and that the activity was indeed integrated.

48) In the past month, did you go shopping? (Examples: groceries, clothing)
(Other respondent: In the past month, did this person go shopping?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 2 Yes
- 0 No
- 9 Don't know, no response, unclear response

48a) If yes, how many times in the past month?

times in past month

48b) If yes, who did you usually go with?

(Check ALL that apply)

- 1 Alone
- 2 Friends or family
- 3 House-mates or co-workers
- 4 Staff
- 5 Others not listed
- 9 Don't know, no response, unclear response

49) In the past month, did you go out on errands or appointments?

(Examples: bank, post office, hair dressers/barber)

(Other respondent: In the past month, did this person go out on errands or appointments?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 2 Yes
- 0 No

9 Don't know, no response, unclear response

49a) If yes, how many times in the past month?

times in past month

49b) If yes, who did you usually go with?

(Check ALL that apply)

- 1 Alone
- 2 Friends or family
- 3 House-mates or co-workers
- 4 Staff
- 5 Others not listed
- 9 Don't know, no response, unclear response

50) In the past month, did you go out for entertainment? (Examples: movies, plays, concerts, attend sporting events)

(Other respondent: In the past month, did this person go out for entertainment?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other
--

- 2 Yes
- 0 No
- 9 Don't know, no response, unclear response

50a) If yes, how many times in the past month?

times in past month

50b) If yes, who did you usually go with?

(Check ALL that apply)

- 1 Alone
- 2 Friends or family
- 3 House-mates or co-workers
- 4 Staff
- 5 Others not listed
- 9 Don't know, no response, unclear response

51) In the past month, did you go out to a restaurant or coffee shop?

(Other respondent: In the past month, did this person go out to a restaurant or coffee shop?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 2 Yes
- 0 No
- 9 Don't know, no response, unclear response

51a) If yes, how many times in the past month?

__ __ times in past month

51b) If yes, who did you usually go with?

(Check ALL that apply)

- 1 Alone
- 2 Friends or family
- 3 House-mates or co-workers
- 4 Staff
- 5 Others not listed
- 9 Don't know, no response, unclear response

52) In the past month, did you go out to a religious service or spiritual practice? *(Examples: church, synagogue, study or other place of worship)*

(Other respondent: In the past month, did this person go out to a religious service or spiritual practice?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 2 Yes
- 0 No
- 9 Don't know, no response, unclear response

52a) If yes, how many times in the past month?

__ __ times in past month

52b) If yes, who did you usually go with?

(Check ALL that apply)

- 1 Alone
- 2 Friends or family
- 3 House-mates or co-workers
- 4 Staff
- 5 Others not listed
- 9 Don't know, no response, unclear response

53) In the past month, did you go out for exercise? (Examples: jogging, swimming, riding bike, YMCA, gym/health club). Reminder: We're looking for if the individual exercised in an *integrated setting*.

(Other respondent: In the past month, did this person go out for exercise?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 2 Yes
- 0 No
- 9 Don't know, no response, unclear response

53a) If yes, how many times in the past month?

__ __ times in past month

53b) If yes, who did you usually go with?

(Check ALL that apply)

- 1 Alone
- 2 Friends or family
- 3 House-mates or co-workers
- 4 Staff
- 5 Others not listed
- 9 Don't know, no response, unclear response

54) In the past year, did you go away on a vacation?

(Other respondent: In the past year, did this person go away on a vacation?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 2 Yes
- 0 No
- 9 Don't know, no response, unclear response

54a) If yes, how many times in the past *year*?

__ __ times in past *year*

54b) If yes, who did you usually go with?

(Check ALL that apply)

- 1 Alone
- 2 Friends or family
- 3 House-mates or co-workers
- 4 Staff
- 5 Others not listed
- 9 Don't know, no response, unclear response

CHOICES

The intent of these questions is to determine the extent to which persons receiving services are involved in decision-making.

- In this section, code “2” if this person played a major role in making the decision. The person may have consulted with others but ultimately made the decision for him/herself.
- Code “1” if the person had some input in making the decision but did not play a major role.
- Code “0” if the person did not have input in making the decision.
- Choices made with spouses/partners should be coded as “2- person made the choice”.
- Do not overuse the "NOT APPLICABLE" code here. It is not appropriate to use "8" to indicate NOT ALLOWED or NOT CAPABLE of making decisions in this area. For those cases, code “0”.

Read one of the following introductions to the respondent(s):

For Individuals:

I'm going to ask some questions now about some decisions you may have made or helped make. For each question, I'd like you to tell me if you made the choice yourself, if you had some say about it, or if someone else decided for you.

For Proxy Respondents:

I'm going to ask some questions now about decisions this person may have made. For each question, please indicate if s/he made the decision, if s/he had some input in making the decision, or if someone else made the decision for him/her.

55) Who chose (or picked) the place where you live? *(Did you help pick the place where you live?)*

(Other respondent: Who chose the place where s/he lives? Did s/he have any input in making the decision?)

If the person lives in their family home, please code Q55 as "8- NOT APPLICABLE"

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __8 NOT APPLICABLE – person lives in the family home
- __2 Person made the choice
- __1 Person had some input
- __0 Someone else chose
- __9 Don't know, no response, unclear response

56) Did you choose (or pick) the people you live with (or did you choose to live by yourself)? *(Did anyone ask you who you'd like to live with? Were you given choices, did you get to interview people?)*

PS-6



Did you choose to live with _____ ?

(Other respondent – Did this person choose any of the people s/he lives with? Or: Did this person choose to live alone?)

If the person lives in their family home, please code Q56 as "8- NOT APPLICABLE"

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __8 NOT APPLICABLE – person lives in the family home
- __2 Yes, chose people s/he lives with, or chose to live alone
- __1 Chose some people or had some input
- __0 No, someone else chose
- __9 Don't know, no response, unclear response

57) Who decides your daily schedule (like when to get up, when to eat, when to go to sleep)?

(Other respondent – Who decides this person’s daily schedule, like when to get up, when to eat, when to go to sleep?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- _2 Person decides
- _1 Person has help deciding
- _0 Someone else decides
- _9 Don’t know, no response, unclear response

58) Who decides how you spend your free time (when you are not working, in school or at the day program)?

(Other respondent – Who decides how this person spends his/her free time?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- _2 Person decides
- _1 Person has help deciding
- _0 Someone else decides
- _9 Don’t know, no response, unclear response

Question 59 refers to choices made concerning paid work in the community.

59) Who chose (or picked) the place where you work? *(Did you help make the choice?)*

PS-8


Did you choose to work at _____?

(Other respondent: Who chose the place where s/he works? Did s/he have any input in making the decision?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 8 NOT APPLICABLE – no job in the community
- 2 Person made the choice
- 1 Person had some input
- 0 Someone else chose
- 9 Don't know, no response, unclear response

Question 60 refers to choices made concerning day programs or other regularly scheduled activities during the day. This does not include paid work in the community.

60) Who chose (or picked) where you go during the day? *(Did you help make the choice?)*

PS-9


Did you choose to go to _____?

(Other respondent: Who chose the place where s/he goes during the day? Did s/he have any input in making the decision?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 8 NOT APPLICABLE – no day program or other activity
- 2 Person made the choice
- 1 Person had some input
- 0 Someone else chose
- 9 Don't know, no response, unclear response

61) Do you choose what you buy with your spending money?

Do not include things like rent or groceries.

(Other respondent – Does this person choose how to spend his/her money?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __2 Person chooses
- __1 Person has help choosing what to buy, or has set limits (such as can buy small items, but not big items)
- __0 Someone else chooses
- __9 Don't know, no response, unclear response

62) Did you choose or pick your case manager/service coordinator?

PS-3



Did you choose _____ to work with you?

(Other respondent – Did this person choose his/her case manager/service coordinator?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __8 **NOT APPLICABLE** - no case manager/service coordinator
- __2 Yes, chose case manager/service coordinator
- __1 Case manager/service coordinator was assigned but can be changed if requested by person
- __0 No, someone else chose case manager/service coordinator
- __9 Don't know, no response, unclear response

63) Do you choose (or pick) your staff? *(Do you get to interview them? Did you get to meet different people or was someone assigned to you? Could you request someone different?)*

PS-7


Did you choose _____ to work with you?
(Other respondent – Does this person choose his/her staff?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __8 NOT APPLICABLE - no staff
- __2 Yes, person choose staff
- __1 Staff are assigned but can be changed if requested by person
- __0 No, someone else chose
- __9 Don't know, no response, unclear response

RIGHTS

64) Do people read your mail or email without asking you first?
(Other respondent – Does anyone read this person's mail or email without permission?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __8 NOT APPLICABLE - does not get mail/email
- __2 [Yes] – mail/email is read without permission
- __0 [No] – person reads own mail/email or others read with permission
- __9 Don't know, no response, unclear response

65) Can you be alone with friends or visitors at your home, or does someone have to be with you? *(Are there rules about having friends or visitors in your home?)*

(Other respondent – can this person have privacy to be alone with friends when s/he wants to, or does someone else have to be present?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- _8 NOT APPLICABLE – no friends or visitors, or no friends visit your home
- _2 Can be alone with friends or visitors
- _0 There are rules against being alone with friends or visitors
- _9 Don't know, no response, unclear response

66) Are you allowed to use the phone and internet when you want to?

If person is unable to use the phone or internet, or doesn't have access, code as "NOT APPLICABLE."

(Other respondent – is this person allowed to use the phone or internet when s/he wants to?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- _8 NOT APPLICABLE - doesn't have access or unable to use phone/internet
- _2 Yes, can use anytime, either independently or with assistance
- _0 No, there are rules/restrictions on use of phone/internet
- _9 Don't know, no response, unclear response

67) Have you ever participated in a self-advocacy group meeting, conference, or event? *(A self-advocacy group is where people with disabilities meet together to talk about things in their lives that are important to them. Some groups include People First, Speaking for Ourselves, and Self-Advocates Becoming Empowered – SABE. Do not include human rights groups sponsored by provider agencies.)*

PS-10


(Have you ever gone to a _____ meeting or event?)

(Other respondent – Has this person ever attended a self-advocacy group meeting or event?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __8 NOT APPLICABLE – there is no self-advocacy group in the area
- __2 Yes
- __1 Had the opportunity but chose not to participate
- __0 No
- __9 Don't know, no response, unclear response

ACCESS TO NEEDED SERVICES

68) Do you get the services you need?

(Other respondent – Does this person get the services and supports s/he needs?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- __2 Yes → code Question 68a as NOT APPLICABLE
- __1 Sometimes, or doesn't get enough of the services needed
- __0 No
- __9 Don't know, no response, unclear response

68a) If additional services are needed, please note type of service or support below: (check all that apply):

- _0 NOT APPLICABLE - does not need additional services
- _1 Service coordination/case management
- _2 Respite/family support
- _3 Transportation
- _4 Assistance finding, maintaining, or changing jobs
- _5 Education or training
- _6 Health care
- _7 Dental care
- _8 Assistance finding, maintaining, or changing housing
- _9 Social/relationship issues, meeting people
- _10 Communication technology
- _11 Environmental adaptations/home modifications
- _12 Benefits/insurance information
- _13 Other _____

69) Do you feel your staff have the right training to meet your needs? (*Other respondent – Does this person’s support staff have the right training to meeting his/her needs?*)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- _8 NOT APPLICABLE- person does not have support staff
- _2 Yes
- _1 Maybe, not sure
- _0 No
- _9 Don’t know, no response, unclear response, **or respondent is staff**

70) Overall, how would you describe your health?

(Other respondent: Overall, how would you describe this person's health?)

Respondent: () 1-individual () 2-family/friend () 3-staff () 4-other

- 1 Excellent
- 2 Very good
- 3 Fairly good
- 4 Poor
- 9 Don't know, no response, unclear response

71) Surveyor: Please indicate all respondents to Section II

(check all that apply):

- 1 Person receiving services
- 2 Advocate, Parent, Guardian, Personal Representative, Relative, Friend
- 3 Staff who provides supports where person lives
- 4 Staff who provides supports at a day or other service location
- 5 Other

SURVEYOR FEEDBACK SHEET

Instructions to surveyors:

Please take a few minutes to complete a feedback sheet after each survey you complete. **Please DO NOT INCLUDE** any personally identifying information regarding yourself or the individual surveyed (e.g., names, addresses, phone numbers, etc.).

Surveyor's Initials or Code (optional): _____

1. How long did it take to complete the direct face-to-face survey(s) (Sections I and II only)?

__ __ **Hours** __ __ **Minutes**

2. How long did it take to complete the entire form, including phone-calls, collecting background information, arranging and conducting the face-to-face survey, travel time, etc.?

__ __ **Hours** __ __ **Minutes**

3. Were there any questions that were problematic?

__ **Yes** __ **No**

If yes, indicate the question number(s) below and describe the problem and any suggestions you have for improvement. **REMEMBER: Please DO NOT INCLUDE** any personally identifying information regarding yourself or the individual surveyed.

Question: Problem/Suggestions:

_____	_____

_____	_____

_____	_____

Other Comments:

Additional Questions for Surveyor(s):

I-1. Where was the face-to-face survey held? (Check ALL that apply)

- 1 Person's home
- 2 Person's workplace
- 3 Provider agency (e.g., provider agency office; not a home or workplace)
- 4 Public place
- 5 Other _____

I-2. What is your job title/relationship to the State agency (or County agency if applicable)? (If there is more than one surveyor, check ALL that apply. If a surveyor has more than one role, select the principal role for the state agency.)

- 1 Quality Assurance staff
- 2 Case manager/service coordinator
- 3 Contractor or consultant
- 4 Person receiving services/self-advocate
- 5 Parent/family member/guardian of a person receiving services
- 6 Student
- 7 Interested citizen (not a family member or provider)
- 8 Other _____

I-3. Did you know/have you met the individual prior to conducting this survey?

- 1 No
- 2 Yes
- 3 Not sure

I-4. How many surveyors conducted the survey with this person? (This includes "shadow surveyors" or other silent observers. This does not include translators.)

- 1 One
- 2 Two
- 3 Three
- 4 Four or more

I-5. Date of face-to-face survey:

(mm/dd/yyyy) ___ / ___ / _____

I-6. How was this survey administered? (check all that apply)

- 1 Paper
- 2 Laptop
- 3 Netbook
- 4 iPad
- 5 Smart phone (e.g., blackberry, palm pilot, iPhone)
- 6 Other _____