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LAURA HOWARD, EXECUTIVE DIRECTOR

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PROFESSIONAL SERVICES AGREEMENT
for
HEALTH PROFESSIONAL CONSORTIUM FACILITATION AND CURRICULUM
Contract No. HSS-16-014

This Professional Services Agreement ("Agreement") is entered into as of May 23, 2016 (Effective Date) and will end on January 31, 2017 by and between the State of Delaware, Department of Health and Social Services, Health Care Commission ("Delaware"), and Christiana Care Health Services, Inc. (the "Vendor"), with offices Statewide.

WHEREAS, Delaware desires to obtain services to develop a Delaware Graduate Health Professional Education Consortium and promote a high quality Health Care Workforce through coordinated approaches to new program development, on-going program support and networking, and financial viability.

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

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

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

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Statement of Work – Proposed Methodology and Work Plan, attached hereto as Appendix 1; (c) Delaware's request for proposals, attached hereto as Appendix 2; and (d) Vendor's response to the request for proposals, attached hereto as Appendix 3. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from **May 23, 2016 through January 31, 2017**.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix 1, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix 1.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix 1, Statement of Work will not exceed the fixed fee amount of **\$389,203**. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to,

travel and lodging expenses, communications charges, and computer time and supplies.

- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.8. Invoices shall be submitted to:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
410 FEDERAL STREET – SUITE 7
MARGARET O'NEILL BUILDING
DOVER, DELAWARE 19901
ATTN: Eschalla Clarke – State Innovation Model

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance

with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

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

Project Team - Title	Contract Year 1 = 8 Months (5/23/2016 - 1/31/2017)	% of Project Involvement	Salary
Executive Director	Full Time	100%	\$ 80,011
Project Manager	Full Time	100%	\$ 46,661
Faculty / Medical Support	Shared position by many people contributing small percentages.	45%	\$ 46,800
Faculty / Non-Medical Support		45%	\$ 31,200
Project Team - Salary Total - Not including Fringe & Indirect Cost:		290%	\$204,672

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

4. Time Schedule.

- 4.1. A project schedule is included in Appendix 1.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix 1.

5. State Responsibilities.

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

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

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

7. Confidential Information.

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

8. Warranty.

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

9. Indemnification; Limitation of Liability.

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

- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

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

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

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

employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

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

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

12. Suspension.

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

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

13. Termination.

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

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

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

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

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

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

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

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

13.6. Gratuities.

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

14. Severability.

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

15. Assignment; Subcontracts.

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

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

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

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

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

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

19. Complete Agreement.

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

provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

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

19.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

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

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

Attachments incorporated by reference:

Appendix 1: Statement of Work/Proposed Methodology and Work Plan

Appendix 2: Request for Proposal

Appendix 3: Vendor Response to Proposal and Price Proposal

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

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

20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status,

Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

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

21. Insurance.

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

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

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

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

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
410 FEDERAL STREET – SUITE 7
MARGARET O'NEILL BUILDING
DOVER, DELAWARE 19901
ATTN: Eschalla Clarke – State Innovation Model

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

22. Assignment of Antitrust Claims.

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

23. Governing Law.

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

24. Notices.

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

DELAWARE:
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
410 Federal Street – Suite 7
Margaret O'Neill Building
Dover, Delaware 19901

VENDOR:
CHRISTIANA CARE HEALTH SERVICES, INC.:
4755 Ogletown-Stanton Road
J. H. Ammon Education Building, Suite LE 45
Newark, Delaware 19718

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

STATE OF DELAWARE
DEPARTMENT OF HEALTH AND SOCIAL
SERVICES - Health Care Commission
Signature on File

Laura A. Howard
Name

Executive Director
Title

5/18/16
Date

Signature on File

Signature on File

Witness

Rita M. Landgraf
Name

Cabinet Secretary
Title

5/24/16
Date

CHRISTIANA CARE HEALTH SERVICES, INC.

Signature on File

Signature on File

Witness

Robert McMurray
Name

Vice President and Controller
Title

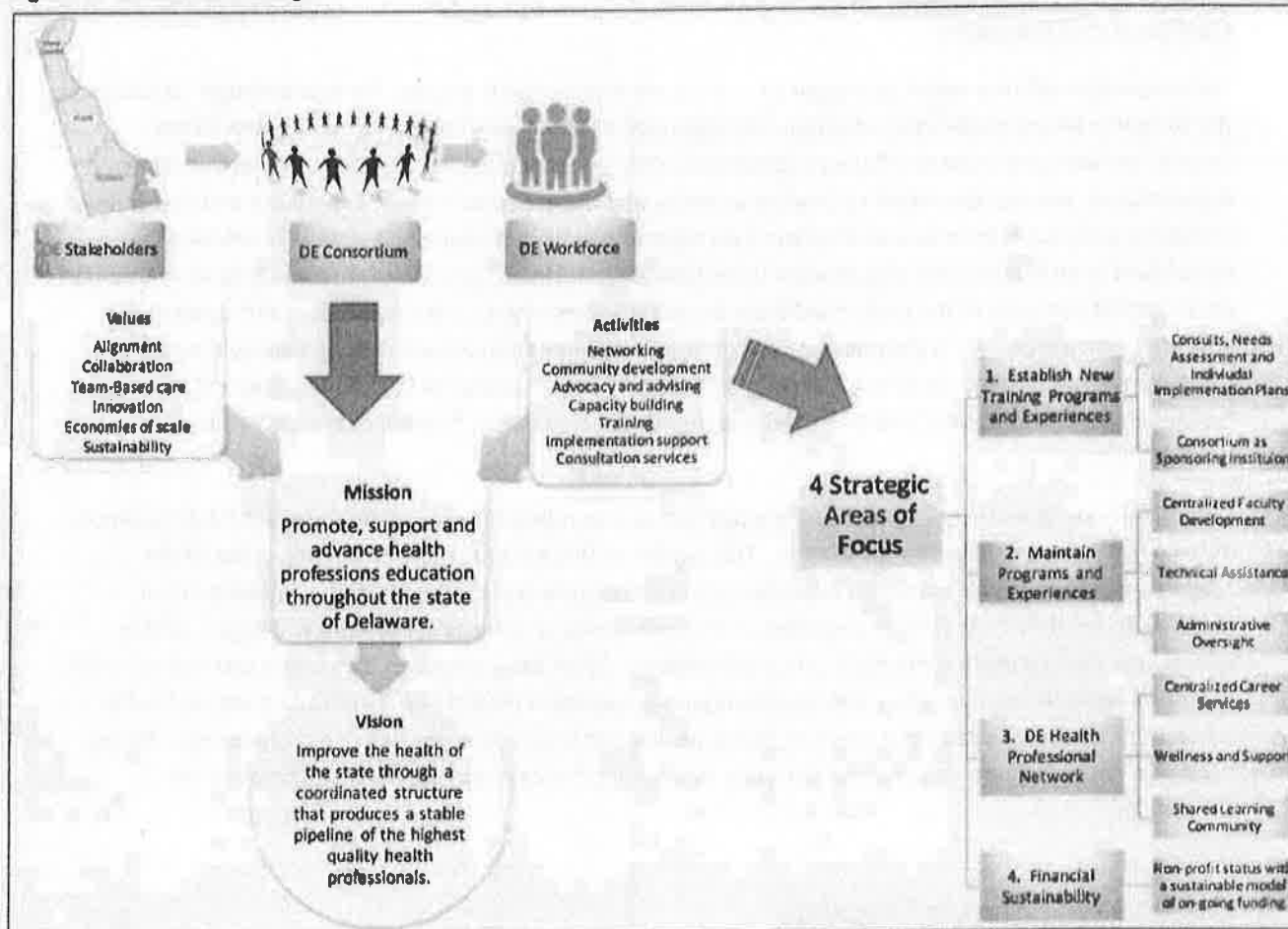
5/17/16
Date

APPENDIX 1
RFP Number HSS-16-014
STATEMENT OF WORK – Proposed Methodology and Work Plan
(Incorporated by Reference)

Proposed Methodology and Work Plan

Methodology

Figure 1: Consortium Design



Christiana Care Health Services, Inc. (CCHS) is proposing the formation of a Delaware Graduate Health Professional Education Consortium to be used as a foundational element to promote a high quality health care workforce through a coordinated approach to new program development, on-going program support and networking and financial viability.

The mission of the consortium will be to promote, support and advance health professions education throughout the state of Delaware. We will accomplish this mission through the values of alignment collaboration, team-based care, Innovation, economies of scale and sustainability. We will engage in activities to achieve our mission which includes networking, community development, advocacy and advising, capacity

building, training, and program implementation support and consultation services. The ultimate vision of the work of the consortium will be to improve the health of the state through a coordinated educational structure that produces a stable pipeline of the highest quality health professionals. **Figure 1** above summarizes this consortium design.

Creation of the Consortium

The consortium will be created by engaging stakeholders from across the state. We acknowledge that most of the current graduate medication education and organized academic entities are located in New Castle County. We are committed to creating a consortium with broad membership from all counties and many organizations. We are committed to creating an entity that has the benefit of the experience and resources of Christiana Care, but is in no way a Christiana Care organization or extension of its work. We envision this consortium as an independent organization undertaking new and different work. The activities we will embark on in the first 6 months of the project will focus on recruiting members of the consortium and creating a governance structure. We will obtain members through various methods such as town hall-style meetings throughout the state, one-on-one stakeholder meetings, electronic and print communications announcing a "call for consortium partners" and presentations to various committees, hospital boards, FQHC leaders, practices, etc.

Finally, we hope to leverage Christiana Care's position as a founding member of the Delaware Health Science Alliance (DHSA) to establish the consortium. The mission of DHSA aligns well with the objectives of the consortium in that it enables partner organizations to collaborate and conduct cutting-edge biomedical research, to improve the health of Delawareans through access to services in the state and region, and to educate the next generation of health care professionals. DHSA has a unique, broad-based partnership which focuses on establishing innovative collaborations among experts in medical education and practice, health economics and policy, population sciences, public health, and biomedical sciences and engineering. We see DHSA as a natural vehicle to foster collaboration throughout the state and participate in creating the consortium.

4 Strategic Areas of Focus for Consortium:

1. Establish New Training Program and Experiences

Consult Service

As there are currently no residency training sites outside of New Castle County, one strategic area of focus for the consortium will be to establish new training programs or experiences. Establishing new training programs or experiences requires a great deal of effort, planning and expertise with regulatory requirements. Training programs could range from rotational experiences, embedded tracks extended from a primary training program or a newly established residency. Because different training sites will have different needs and different resources, any new program or experience requires an individual needs assessment, readiness determination and implementation strategy. We therefore propose a consult service within the consortium that will provide

Individual assistance in determining the appropriate type of training experience and will provide a comprehensive set of implementation recommendations, strategies and, when appropriate, resources.

Examples of resources that may be provided to a site include:

- Sponsoring Institutional support if applicable (see below)
- Assistance with accreditation requirements if applicable, including contracts and agreements
- Identification and training of local leadership and staff
- Design programming with principles of Patient-Centered Medical Home; Mental Health Integration; End-of-life care
- Faculty development around teaching and assessment
- Design curriculum and schedules that support principles of “team-based” care
- Design assessment methods
- Access to shared curriculum
- Access to technical services such as a residency management system (RMS)
- Develop financial strategy for long-term sustainability of GME efforts
- Development of policies and procedures as required by regulatory bodies

Consortium as Sponsoring Institution

When new residency training programs are being created, the Consortium can become the Sponsoring Institution and take on the administrative responsibilities and oversight for new programs. As the Sponsoring Institution, the Consortium will support all accreditation requirements as outlined above (**Attachment 5**). Acting as a Sponsoring Institution is one of the most valuable benefits a consortium can provide to its membership. The administrative burden of being a Sponsoring Institution can be a challenge for many institutions that may not have the needed infrastructure, expertise and experience necessary to be successful. Once that infrastructure has been established, much like the case at CCHS, one can then leverage the notion of economies of scale to use the fixed cost of the Sponsoring Institution to benefit multiple sites. Using this model will achieve the desired outcome: **“Central Administration to support Local Education”**. That is, a centralized administrative support and infrastructure that leverages, promotes and enhances local programming and education.

2. Maintain programs and experiences

Once training experiences and programs have been established, there will be a need for continued support to maintain a high level of quality. The consortium would serve 3 major functions in program maintenance: 1) administrative oversight 2) technical assistance and 3) coordinated faculty development support. If the consortium is the Sponsoring Institution, there will be a robust administrative oversight function (as outlined by the ACGME). In addition, the consortium will also provide the administrative oversight for all non ACGME programs, special tracts or experiences. Examples of administrative support and oversight may include items such as: contracts / legal agreements, policies and procedures, curricular development and updates, etc. The Consortium will also provide technical assistance to training sites by providing and maintaining learning management systems that track experiences, case logs, evaluations, duty hours, etc. Again, using economies of scale, the Consortium invests in a single technological resource that it then shares throughout the state.

Finally, the Consortium will create a coordinated program of faculty development that will extend state-wide. Using multi-modal methods of dissemination, both synchronous and asynchronous, the Consortium will ensure that the faculty are supported with the professional development they need to continue to teach best practices and evidence-based content while meeting their continuing medical education requirements necessary to maintain their professional licenses. We will work closely with the experts designing the Component B work, as it will greatly inform the faculty development agenda.

3. DE Health Professionals Network

The Consortium will support the creation of a network that will help promote a sense of community between the geographically separated learners and faculty. It is important that the Consortium explores ways not only for it to connect to its constituents, but for the members of the Consortium to connect with one another. By leveraging technology, popular venues and events, and creating new events, the Consortium will create a strategy to form a true learning community network with bi-directional flow of information sharing. When the State or other body identifies a priority focus area for health professionals, such as end-of-life care or opioid addiction, a robust network can be a key resource in disseminating such priority messages. In addition to supporting traditional professional development, the network would be a way to promote wellness and resiliency of the current and future workforce.

Lastly, a network could also be used to connect its expertly trained health professionals to DE employers and career opportunities. There is an advantage to having a centralized entity for career matching purposes, not only for health professionals trained in the state, but also health professionals searching from outside the state. The network could present a package of career opportunities as well as any incentives that may exist within the state.

4. Financial Sustainability

A central focus of the Consortium from its inception needs to be a strategy to achieve financial sustainability. The funding from the RFP will help establish the consortium's infrastructure and will provide some seed money to start programming. We believe the purpose of this consortium is to create an ongoing structure to support the state's future needs for health professions training long after this funding source is no longer available. As such, the consortium's leadership will be charged with the following:

- Establish the Consortium as a non-profit entity
- Create an Endowment fund as an option for donors who wish to contribute to the development of the healthcare workforce in DE
- Explore the possibility of educational research grant opportunities
- Explore new mechanisms for GME funding from CMS (ex. THC funding, VA GME expansion)
- Explore the concept of the Consortium becoming a member organization with membership dues and membership benefits
 - Membership fees would vary depending on the size of the organization and/or the complexity of the services rendered by the Consortium

Work Plan

Specific Objective	Activities and Strategies	Completion Dates					
		8/2016	2/2017	8/2017	2/2018	8/2018	2/2019
Create Governance structure of Consortium	Establish a Steer Committee to organize the start-up and overall organization through the grant period	X					
	Hire Executive Director		X				
	Hire Manager		X				
	Articulate the strategy, mission/vision		X				
	Conduct stakeholder meetings / conferences to introduce the structure and offering and confirm membership of consortium		X				
	Create Finance Committee to manage the budget and documentation for state funding		X				
	Incorporate Consortium to 501c3 or LLC			X			
	Create financial sustainability plan				X		
	Begin solicitation of outside funds				X		
	Determine the annual operating budget of the Consortium					X	
	Secure one year of operating expenses outside current RFP funding						X
	Transition leadership from Steer Committee to Consortium Board to act as permanent governance structure (name members from participating Consortium organizations)						X
Establish new training programs and experiences	Conduct traveling info sessions to describe services of Consortium and offer consultations for educational programming		X				
	Solicit consult requests		X				
	Develop process of consultations, including needs assessment and readiness tool		X				
	Conduct Consultations				X		
	Execute at least 3 new training experiences (either new programs or enhanced programs), including accreditation when necessary.					X	
Maintain existing programs and experiences	Conduct regular assessments of established consortium programs			X	X	X	X
	Provide on-going technical assistance of learning management systems			X	X	X	X
	Ensure all contracts and program letters of agreement are up to date			X	X	X	X

Specific Objective	Activities and Strategies					Completion Dates				
	8/2016	2/2017	8/2017	2/2018	8/2018	2/2019				
	Maintain all ACGME Webads data if necessary		X	X	X	X				
	Conduct annual reviews of programs and hospitals to ensure ACGME compliance		X	X	X	X				
	Ensure all programs are involved in the Graduate Medical Education Committee of the Sponsoring Institution, if appropriate		X	X	X	X				
	Ensure trainees in all programs have the proper licenses and insurance requirements									
Create faculty development structure and offerings	Name a Faculty Development Chair and faculty members		X							
	Create core curriculum informed by best practices as well as Component B work		X							
	Provide faculty development services to training sites as determined by consults			X	X	X				
	Provide both synchronous and asynchronous formats for faculty development									X
	Establish a system for distance learning with sites			X						
Creation of Health Professions Training Network to promote a "learning state"	Name Learning Network Chair		X							
	Develop an electronic forum for Consortium members to exchange information (ex. Listserv, newsletter)			X						
	Develop an interdisciplinary seminar series and networking opportunities for consortium members				X					
	Develop a DE mentoring program to pair DE trainees, including undergraduate students, with practicing professionals							X		
	Create a process for health professions career matching							X		
	Develop partnerships with organizations like DAFP, DAM, DIMER, Medical Society, etc.			X						
	Establish CME mechanism for educational offerings (which could include some of the faculty development offerings)							X		

Proposed Budget

DAG

may 23, 2016

Contract Year 1 (June 1, 2016 through January 31, 2017)			
Item No.	Categories	% of Budget	Amount
1	Staff Salaries 1 FTE Executive Director: 120K / year (\$57.70/h) (pro-rated 8 months for year one = \$80,011) 1 FTE Manager: 70K (\$33.65/h) (pro-rated 8 months for year one = \$46,661) (will use temp services for months preceding hires) 0.45 FTE Faculty/ Medical Support: 156K (\$75/h) (Shared position will be made of many people contributing small FTE %s)(pro-rated 8 months for year one = \$46,800) 0.45 FTE Faculty/Non-Medical Support: 104K (\$50/h) (Shared position will be made of many people contributing small FTE %s)(pro-rated 8 months for year one = \$31,200)	55.4	204,672
2	Fringe Benefits (31.4%)	17.4	64,267
3	Indirect Costs (10%)	9.1	33,564
	Other		
4	Travel / Training		
	Mileage (Rate \$0.40 x 1250 miles)	0.13	500
	Training		
	Other Meeting costs for on-site training sessions, networking sessions, seminars	8.5	31,200
5	Contractual		
	Rent		
	Electricity		
	Heat		
	Communications		
	Other Utilities		
	Printing / Advertising	0.35	1,300
	Postage		
	Insurance		
	Repairs		
	Other		
6	Supplies		
	Office		
	Janitorial		
	Program		
	Other: Communication materials, Presentation materials	1	3,000
7	Equipment / Other Direct Costs		
	Others		
	Regulatory Expenses (including ACGME site visits, application fees, incorporation fees, license fees, etc.)		

	Technology: Distance Learning, Instructional Design equipment, web site maintenance	8	30,000
	TOTAL BUDGET		\$ 389,203

Contract Year 2 (February 1, 2017 through January 31, 2018)			
Item No.	Categories	% of Budget	Amount
1	Staff Salaries 1 FTE Executive Director: \$123,616 (59.43/h) 1 FTE Manager: 72,092 (\$34.66/h) Faculty/ Medical Support: 160,680 (\$77.25/h) Faculty/Non-Medical Support: \$107,102 (\$51.50/h)	61.4	307,008
2	Fringe Benefits	19.3	96,401
3	Indirect Costs	9.1	45,441
	Other		
4	Travel / Training		
	Mileage (Rate \$0.40 x 1250 miles)	0.1	500
	Training		
	Other Meeting costs for on-site training sessions, networking sessions, seminars	5.1	25,500
5	Contractual		
	Rent		
	Electricity		
	Heat		
	Communications		
	Other Utilities		
	Printing / Advertising	0.4	2,000
	Postage		
	Insurance		
	Repairs		
	Other		
6	Supplies		
	Office		
	Janitorial		
	Program		
	Other	0.6	3,000
7	Equipment / Other Direct Costs		
	Others		
	Regulatory Expenses (including ACGME site visits, application fees, incorporation fees, license fees, etc.)		
	Technology: Distance Learning, Instructional Design equipment, web site maintenance	4	20,000
	TOTAL BUDGET		\$ 499,850

Contract Year 3 (February 1, 2018 through January 31, 2019)			
Item No.	Categories	% of Budget	Amount
1	Staff Salaries 1 FTE Executive Director: 127,325 (\$61.21/h) 1 FTE Manager: 74,255 (\$35.70/h) Faculty/ Medical Support: 165,500 (\$79.57/h) Faculty/Non-Medical Support: 110,334 (\$53.05/h)	61.4	307,008
2	Fringe Benefits	19.3	96,401
3	Indirect Costs	9.1	45,441
	Other		
4	Travel / Training		
	Mileage (Rate \$0.40 x 1250 miles)	0.1	500
	Training		
	Other	6.1	30,500
5	Contractual		
	Rent		
	Electricity		
	Heat		
	Communications		
	Other Utilities		
	Printing / Advertising	0.4	2,000
	Postage		
	Insurance		
	Repairs		
	Other		
6	Supplies		
	Office		
	Janitorial		
	Program		
	Other	0.6	3,000
7	Equipment / Other Direct Costs		
	Others		
	Regulatory Expenses (including ACGME site visits, application fees, Incorporation fees, license fees, etc.)		
	Technology: Distance Learning, Instructional Design equipment, web site maintenance	3	15,000
	TOTAL BUDGET		\$ 499,850

APPENDIX 2
RFP Number HSS-16-014
Request for Proposal
(Incorporated by Reference)

APPENDIX 3
RFP Number HSS-16-014
Vendor Response to Proposal
(Incorporated by Reference)



NANCY FAN., MD, CHAIR
LAURA HOWARD, EXECUTIVE DIRECTOR

STATE OF DELAWARE
DELAWARE HEALTH CARE COMMISSION
MARGARET O'NEILL BUILDING
410 FEDERAL STREET, SUITE 7
TELEPHONE: (302) 739-2730
FAX: (302) 739-6927
www.dhss.delaware.gov/dhcc

THEODORE W. BECKER, JR.
THOMAS J. COOK
A. RICHARD HEFFRON
RITA LANDGRAF
JANICE L. LEE, MD
KATHLEEN S. MATT, PhD
EDMONDO J. ROBINSON, MD, MBA
SUSAN A. CYCYK, M.ED.
DENNIS ROCHFORD
KAREN WELDIN STEWART

PROFESSIONAL SERVICES AGREEMENT
for
HEALTH PROFESSIONAL CONSORTIUM FACILITATION AND CURRICULUM
COMPONENT B – Health Care Workforce Learning/Re-Learning Curriculum Development
Contract No. HSS-16-014

This Professional Services Agreement ("Agreement") is entered into as of **June 1, 2016** (Effective Date) and will end on **January 31, 2017** by and between the State of Delaware, Department of Health and Social Services, Health Care Commission ("Delaware"), and University of Delaware. (the "Vendor"), with offices at 210 Hulliher Hall, Newark, DE 19716-0099.

WHEREAS, Delaware desires to obtain services to develop and implement a learning and/or relearning curriculum for the health care workforce; and to extend and complement health care practice transformation throughout the State.

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

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

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

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Statement of Work – Proposed Methodology and Work Plan, attached hereto as Appendix 1; (c) Delaware's request for proposals, attached hereto as Appendix 2; and (d) Vendor's response to the request for proposals, attached hereto as Appendix 3. The aforementioned documents are specifically incorporated by attachment and/or reference into this Agreement and made a part hereof.

- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from **June 1, 2016 through January 31, 2017**.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix 1, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix 1.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix 1, Statement of Work will not exceed the fixed fee amount of **\$222,360**. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to,

travel and lodging expenses, communications charges, and computer time and supplies.

- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.7. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.8. Invoices shall be submitted to:

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
410 FEDERAL STREET – SUITE 7
MARGARET O'NEILL BUILDING
DOVER, DELAWARE 19901
ATTN: Eschalla Clarke – State Innovation Model**

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance

with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

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

Project Team	Title	% of Project Involvement	Year 1 Budget
Michalec, Barret	Assistant Professor, Sociology	8.33%	\$ 9,533
Carlsen, Allan	Assistant Professor, Theater	8.33%	\$ 8,196
Hakim, Ellen	Associate Professor and Director, DPT Program	4.17%	\$ 6,776
Diefenbeck, Cynthia	Associate Professor, Nursing	4.17%	\$ 5,148
Conaty-Buck, Susan	Associate Professor, Nursing	4.17%	\$ 4,938
Mackenzie, Michael	Associate Professor, Behavioral Health and Nutrition	4.17%	\$ 4,897
Iglesias, Aquiles	Professor and Chair, Communication Sciences and Disorders Program	1.00%	\$ 2,885
Salary for Key Personnel only:			\$ 42,373

- 3.5. Performance of Key Personnel assigned by Vendor will be monitored by Delaware, who will provide documented quarterly assessments of the progress of the work to Vendor to ensure that the work, as specified in the attached Statement of Work, is being performed according to Delaware standards. Upon a documented determination by Delaware that Key Personnel assigned by Vendor are ineffective in the performance of the work enumerated in the Statement of Work, the parties will communicate in good faith to reassign Key Personnel to perform other services and develop a mutually acceptable replacement plan. Should the parties mutually agree that Key Personnel need to be diverted off the project for what are now unforeseeable circumstances; the parties will work out a mutually agreeable transition plan to replace said personnel.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

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

4. Time Schedule.

4.1. A project schedule is included in Appendix 1.

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

4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix 1.

5. State Responsibilities.

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

5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.

5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

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

6. Work Product.

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

7. Confidential Information.

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

8. Warranty.

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

9. Indemnification; Limitation of Liability.

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

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

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

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

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

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

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

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

12. Suspension.

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

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

13. Termination.

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

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

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

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

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

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

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

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

13.6. Gratuities.

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

14. Severability.

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

15. Assignment; Subcontracts.

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

- 17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
- 17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

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

19. Complete Agreement.

- 19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 19.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 19.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

- 20.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

Attachments incorporated by reference:

Appendix 1:	Statement of Work/Proposed Methodology and Work Plan
Appendix 2:	Request for Proposal
Appendix 3:	Vendor Response to Proposal and Price Proposal

- 20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

- 20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 20.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.
- 20.9. At the option of, and in the manner prescribed by OMB, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

21. Insurance.

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

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

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

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

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
410 FEDERAL STREET – SUITE 7
MARGARET O'NEILL BUILDING
DOVER, DELAWARE 19901
ATTN: Eschalla Clarke – State Innovation Model**

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

22. Assignment of Antitrust Claims.

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

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

STATE OF DELAWARE
DEPARTMENT OF HEALTH AND SOCIAL
SERVICES – Health Care Commission
Signature on File

Laura A. Howard
Name

Executive Director
Title

6/1/16
Date

N/A Del. Agt. #1

Witness

Rita M. Landgraf
Name

Cabinet Secretary
Title

Date

Signature on File

UNIVERSITY OF DELAWARE
Signature on File

Witness

Laura V. Paller, MPA, CRA
Name

Contract & Grants Specialist, Research Office
Title

06.01.2016
Date

23. Governing Law.

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

24. Notices.

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

DELAWARE:
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
410 Federal Street – Suite 7
Margaret O'Neill Building
Dover, Delaware 19901

VENDOR:
UNIVERSITY OF DELAWARE:
Research Office
210 HULLIHEN HALL
Newark, Delaware 19716-0099

Signature on File

Signature on File

Witness

Kathleen S. Matt, Ph. D.
Name

Dean, College of Health Sciences
Title

6/1/2016

Date

APPENDIX 1
RFP Number HSS-16-014
STATEMENT OF WORK – Proposed Methodology and Work Plan
(Incorporated by Attachment)



Research Office

110 Hamilton Hall
Dover, DE 19716-1341
Phone: 302.838.2330
Fax: 302.838.2838

May 2, 2016

Helen Arthur
Director of Planning & Policy
Department of Health and Social Services
Delaware Health Care Commission
410 Federal Street, Suite 7
Margaret O'Neil Building
Dover, DE 19901

Dear Ms. Arthur,

Enclosed please find responses to your inquiries concerning our proposal entitled, *Healthcare Transformation Through Innovative Training Tools: Enhancing Team-Delivered, Coordinated Care for Delawareans*, which was submitted in response to the request for proposals for professional services to establish infrastructure to support the Graduate Health Professional Education Consortium and Health Care Workforce Learning and Re-Learning Curriculum for the Delaware State Innovation Model Program.

Connection to HCC & DCHI

Our group intends to fully engage with the Healthcare Commission and the Delaware Center for Health Innovation. Specifically, we propose that our group and the Part A contractor present to the Healthcare Commission as well as each DCHI committee (individually or at a cross-stream meeting) for the purpose of gaining input on curriculum material and connecting curriculum to DCHI efforts such as practice transformation, healthy neighborhoods, and the common scorecard. We propose that these presentations take place in summer 2016 prior to curriculum implementation. Additionally, we propose that one or more of our project members attend each workforce committee meeting to ensure effective communication. During the period of the grant we will continue to respond and seek input from DCHI and the workforce committees and healthcare providers in the state in regards to needs for training and retraining of our healthcare workforce. We look forward to working with Dr. Neil Jasani, CCHS, with his work on Part A, and will work to coordinate the work on Part B with him. Since both CCHS and UD and Nemours are all part of DHSA we will use some of the infrastructure of DHSA to coordinate these state-wide efforts. It is the goal of DHSA to improve the health of Delawareans and enhance economic development of Delaware through leading research in biomedicine and life sciences. We will use a portion of the first year to organize the program and coordinate the plan with the state innovation plan and current practice transformation plan. The adjusted budget and modified work plan is attached.

State-wide Training

Our intention is for trainings to occur in each of the 3 counties. In-person training modules will rotate between counties (1st in New Castle County, 2nd in Kent, 3rd in Sussex, 4th in New Castle, and so on). We are committed to statewide transformation and we will work to ensure that the statewide needs guide our plan.

Budget & Work Plan

We have adjusted our First Year budget to \$222,360, three quarters of the originally proposed budget. As mentioned above, we will use a portion of the first year to organize the program and coordinate the plan with the state innovation plan and current practice transformation plan. The adjusted budget and modified work plan are attached.

We thank you, again, for the opportunity to submit this response to provide workforce training, mentoring and program planning support services, and we look forward to further discussions of how the University of Delaware can support this important work.

Respectfully,

Signature on File

Kathleen S. Matt, PhD
Dean, College of Health Sciences
Executive Director, Delaware Health Sciences Alliance
345 McDowell Hall
25 N College Avenue
University of Delaware
Newark, DE 19716
302-831-8370

Signature on File

Laura V. Paller, MPA, CRA
Contract & Grants Specialist
Research Office
University of Delaware

PROPOSED METHODOLOGY AND WORK PLAN

Methodology, Strategies & Resource

The plan for the two and a half year grant is to roll out a learning/relearning curriculum for workforce that will extend and complement the healthcare practice transformation that has been happening across the state. The primary program will involve an evidence-based healthcare workforce learning and re-learning curriculum to successfully meet your goals in the critical areas of care coordination, interdisciplinary teamwork, and efficiency of operational processes. We will also offer additional workshops open to a broader community from patient and family members to all health professionals to touch on a variety of topics from health literacy, to mental health, to prevention and wellness.

Our 24-month training program consists of a series of six 4-month modules that run successively. Our combined experience and expertise with primary care training and transformation informed our approach, design, curriculum and training delivery methods. HealthTeamWorks is a key regional learning and diffusion faculty for the national Comprehensive Care Initiative. Their extensive experience working with primary care practices has enhanced our capabilities with delivering training and workforce development to primary care providers, staff and teams.

Our workforce training and development approach will leverage various delivery modalities. First, some skill and competency-based training can be delivered remotely; these remote sessions drive a community-learning approach that facilitates sharing best practices and challenges among practices who feel mutually responsible for one another's progress. Remote sessions also allow for expert practice sharing, use of data and active participating and polling of participants. You will see this remote method represented in our modules in our pre-work sessions and action group webinar series, which are better defined below. In consideration of challenges primary care practitioners may face in leaving the office for training and losing billable hours that drive practice revenue, we have purposefully utilized remote learning methods wherever possible.

However, it is challenging to teach some key skills that demand simulated activities and hands-on learning in a remote environment. For these reasons, you will see one in-person training per module that will focus on these areas that can't be taught remotely. These have been limited to one intensive day of training that incorporates simulated activities, skills-based training and direct hands-on practice. The Faculty Lead of each module will facilitate the pre-work webinar, lead a team for the in-person training session and lead a team of people to facilitate the action group webinars, based on their content knowledge & expertise.

Finally, we will provide corresponding tools and resources for the trainees during their modules. These will include but are not limited to: reference guides, best practice guides, articles and tools that will support the implementation of learning experiences.

Key Definitions of Module Based Workforce Development & Training Program

As you will see below, each key subject matter area is grouped into modules that group the key capabilities and competencies into one. Some key definitions within the modules are as follows:

- **Virtual Pre-work session:** An introductory remote training that accomplishes 3 essential things:
 - Introduces the Module & presents an overview of the schedule of activities, offerings and staff
 - Introduces the topic for the in-person training with a short didactic presentation
 - Creates an action item for the in-person session
- **In-person session:** An intensive training with 2 essential components
 - A live, simulated activity to show current state vs. future state, intended to build the "why" and the value of the work in the module and shows the skills in action
 - Skills based training to support the members of the office with the skills needed to achieve the body of work
- **Action Group Webinar Series:** A follow-up action period to do a practice chosen "deep dive" into an area of priority that includes:
 - A series of webinars on a specific topic
 - Action activities between webinars

- A learning community of practices to share best practices & challenges
- Access to an expert regularly on a priority topic area

Training Program: Module Based Workforce Development & Training Program

Module 1: Performance Management

Capabilities:

- Panel Management
- Access
- Performance Management

Competencies:

- Inter-professional Practice
- Health Information Technology

Objectives:

- Obtain knowledge regarding the science of performance improvement
- Develop specific skills that will enable the participant to lead performance improvement projects
- Apply the performance management learning to the improvement of access in their practice

	Month One	Month Two	Month Three	Month Four
Virtual Pre-Work Session: What is Performance Management & Quality Improvement?	X			
In-Person Session: 1-day Performance Management & Quality Improvement Training (see agenda, will adapt to one-day)		X		
8-Week Action Group Webinar series: (practice chooses one) <ul style="list-style-type: none"> • Empanelment & Risk Stratification • Utilizing Data to Drive Improvement • Access Improvement • Becoming a Quality Champion in the Practice 			X	X

Module 2: Team-based Care Coordination

Capabilities:

- Referral Network Management
- Complex Care Management

Competencies:

- Care Transition Management
- Navigation & Access to Resources
- Transition of Care Planning
- Inter-professional Practice

Objectives:

- Obtain knowledge regarding best practices in care coordination and referral management

- Develop specific skills that will enable the participant to lead efforts to integrate care coordination into delivery of care
- Apply the care coordination and referral management learning to the improvement of referral management and care management in the practice

	Month One	Month Two	Month Three	Month Four
Virtual Pre-Work Session: Team Based Patient Flow	X			
In-Person Session: 1-day Advanced Primary Care Team Building Training		X		
8-Week Action Group Webinar series: (practice chooses one) <ul style="list-style-type: none"> • Care Transition Management: ED Utilization & Hospital Discharge • Referral Network Management • Complex Care Management • Navigation & Access to Resources to Support Patient Engagement 			X	X

Module 3: Population Health Management & Health IT Enablement

Capabilities:

- Health IT Enablement
- Performance Management

Competencies:

- Health Information Technology
- Care Decisions & Transition-of-Care Planning

Objectives:

- Understand how technology is used to support care management and care coordination
- Learn to use data in support of clinical performance improvement initiatives
- Develop the ability to apply the tools of performance management to the improvement of patient outcomes, reduced cost and higher patient engagement

	Month One	Month Two	Month Three	Month Four
Virtual Pre-Work Session: Population Management & Health IT Enablement	X			
In-Person Session: In-person session: (two options): Tools & Strategies for Population Management		X		
8-Week Action Group Webinar series: (practice chooses one) <ul style="list-style-type: none"> • Disease Registries & Gaps in Care • Using Data from the DE Health Information Exchange • EHR & Quality Data • Cost & Utilization Data 			X	X

Module 4: Inter-professional Practice

Capabilities:

- Team-based care coordination
- Referral Network Management

Competencies:

- Collaborative Report Writing
- Inter-professional Practice
- Care Decisions & Transition-of-Care Planning

Objectives:

- Obtain knowledge regarding inter-professional practice and team-based care
- Obtain knowledge regarding collaborative report writing and seamless transitions of care and care planning
- Develop specific skills that will enable the participant to lead efforts to integrate the interdisciplinary team in the practice
- Develop specific skills that will enable the participant to lead efforts to develop collaborative report writing and transition-of-care planning in the practice

	Month One	Month Two	Month Three	Month Four
Virtual Pre-work Session: Getting the Most from your Team	X			
In-person session: Staff & Provider Engagement & Development		X		
8-week Action Group Webinar series: (practice chooses one) <ul style="list-style-type: none">• Leadership & Culture for Transformation• Optimizing Team Roles (Collaborative Report Writing)• Behavioral Health Integration• Care Decisions: Using Evidence Based Measures/Guidelines for monitoring & intervention			X	X

Module 5: Patient Engagement

Capabilities:

- Patient Engagement
- Health IT Enablement

Competencies:

- Communication & Counseling Skills
- Health Information Technology

Objectives:

- Obtain knowledge regarding health information technology and its use in promoting patient engagement
- Obtain knowledge regarding communication and counseling skills
- Develop and practice skills in communication and counseling with patients and families
- Develop skills related to the use of Health IT in the practice, and teaching of Health IT with patients, specifically towards the goal of patient engagement
- Develop specific skills that will enable the participant to lead efforts to develop use of Health IT in the practice

- Develop specific skills that will enable the participant to lead efforts to increase patient and family engagement in care in the practice

	Month One	Month Two	Month Three	Month Four
Virtual Pre-work Session: Voice of the Patient	X			
In-person session: Develop a Meaningful Patient Engagement Infrastructure		X		
8-week Action Group Webinar series: (practice chooses one) <ul style="list-style-type: none"> • Communication & Counseling Skills • Health IT Optimization for Patient Engagement (portals, telemedicine, apps, etc.) • Cultural Competency & Health Literacy 			X	X

Module 6: Business Process Improvement

Capabilities:

- Business Process Improvement
- Care Management

Competencies:

- Inter-professional Practice
- Navigation & Access to Resources
- Care Decisions & Transition-of-Care Planning

Objectives:

- Understand how all practice work can be defined as a process
- Develop the necessary skills to use business performance improvement tools in re-designing patient flow
- Gain the ability to lead cross functional teams in the re-design of work processes

	Month One	Month Two	Month Three	Month Four
Virtual Pre-work Session: Value Based Payment	X			
In-person session: PCMH and Profitability		X		
8-week Action Group Webinar series: <ul style="list-style-type: none"> • Revenue Cycle Management • TOC and Chronic Care Management Services • MIPS Overview 			X	X

Additional Training Workshops

Additional training will also be available and those additional training sessions will be focused on aspects of the State Innovation Model including but not limited to: integration of mental health into primary care, primary care linkages to prevention and wellness, and outreach that extends into the community to enhance community and population health. The program will involve in-person workshops with training modules facilitated by healthcare theater and content experts. The workshops will be focused on various aspects of healthcare delivery, illustrating with simulated patient encounters challenges in healthcare delivery with our current model and then simulations of team approaches to care that deliver better patient outcomes through comprehensive

care across a continuum. These trainings will include speakers from UD, the biomedical community, and incorporate include guest speakers from other states and programs so that we can share best-practice innovative models from other states. The workshops will rotate location so that they occur in each of the three counties in the state and are convenient to the stakeholders.

In a workshop the College facilitated for the Delaware Center for Health Innovation's Workforce Committee, our Healthcare Theater Program introduced "Florence", who is a multi-complex patient, with chronic disease, no coordination of care, no continuum of care, etc. Florence, whose part was played by a retired nurse trained through our Theater Program, served as an eye-opening example of the need for team-based care. Throughout our modules and these additional workshops, patients like Florence will serve as living, breathing case studies to help providers, caregivers, and patients understand and practice the skills needed for healthcare innovation and transformation.

These proposed workshop programs will be offered broadly to healthcare providers including: primary care physicians, nurse practitioners, nurses, psychiatric nurse practitioners, nutritionists, physiologists/fitness experts, pharmacists, physical therapists, speech pathologists, health coaches, care coordinators, community health workers, and telehealth providers. Topics for providers in these additional workshops would include such areas as enhanced training on care coordination, specialty services through telehealth, integrating mental health and primary care services, health coaching, nutrition counseling, fitness and wellness counseling, health literacy, use of the patient portal patient engagement in portal use. We also plan to include special sessions and seminars targeting patients and their caregivers, in addition to providers, on such topics as health literacy and patient engagement, patient use of portals, health and aging, mental health, nutrition, exercise, stress, and specific disease processes (cardiac health, diabetes, etc.). We are already holding special seminars twice a year at STAR Campus Health Sciences Complex focused on issues for Parkinson's patients and their caregivers, such as building skills needed for communicating with healthcare providers. In these additional workshops, we will also target medical students and residents, as well as undergraduate and graduate students in the fields listed above (nursing, nutrition, etc.) throughout the state.

Modules and additional workshops will rotate locations so as to reach healthcare providers throughout the state.

X indicates in-person session for the modules

Indicates additional workshop added and not associated with a full course

[illegible]

STATE OF DELAWARE
Department of Health and Social Services-Health Care Commission
Budget Summary Sheet
Contract Number: HSS – 16-014
Attachment 12

Contract Title: Graduate Health Professional Education Consortium Facilitator and
Health Care Workforce Learning/Re-Learning Curriculum Development and Implementation
Vendors should create a line item budget mirroring the following

University of Delaware		Year 1		Year 2		Year 3	
Item No.	Categories	% of Budget	FULL BUDGET	5/16/16-1/31/17	2/1/17-1/31/18	2/1/18-1/31/2019	
1	Senior Personnel Salaries						
	Cowperthwait, Amy	2.37%	18,953	6,193	6,317	6,443	
	Carlsen, Allan	3.13%	25,083	8,196	8,360	8,527	
	Conaty-Buck, Susan	1.89%	15,113	4,938	5,037	5,138	
	Michalec, Barret	3.64%	29,174	9,533	9,723	9,918	
	Diefenbeck, Cynthia	1.97%	15,755	5,148	5,251	5,356	
	LaFave, Sarah	3.67%	29,411	9,610	9,802	9,999	
	Hauenstein, Emily	0.93%	7,465	2,439	2,489	2,537	
	Iglesias, Aquiles	1.10%	8,330	2,885	2,943	3,002	
	Mackenzie, Michael	1.87%	14,987	4,897	4,995	5,095	
2	Hakim, Ellen	2.59%	20,738	6,776	6,912	7,050	
	Fringe Benefits	8.31%	66,597	21,761	22,197	22,640	
3	Travel / Training						
	Airfare and Transportation	0.87%	7,000	1,000	3,000	3,000	
	Hotel- 2 night stay	1.22%	9,300	1,400	4,200	4,200	
	Per Diem	0.21%	1,708	244	732	732	
4	Other Direct Costs						
	Healthcare Theatre Performance	5.72%	45,347	6,777	19,533	19,537	
	Content Expert Honoraria	5.68%	45,500	7,500	19,000	19,000	
	Consultant-Health Team Works	33.66%	269,583	86,093	92,637	90,954	
	Videography	9.73%	78,000	6,000	36,000	36,000	
	Printing / Advertising	1.00%	8,000	2,000	3,000	3,000	
	Supplies and Materials	1.09%	8,755	8,755			
	Space Utilization	0.25%	2,000		1,000	1,000	
	TOTAL DIRECT COSTS	90.91%	728,400	202,145	263,127	263,128	
	F&A (10%)	9.09%	72,341	20,215	26,313	26,312	
	TOTAL BUDGET	100.00%	801,240	222,360	289,440	289,440	

* key PERSONNEL

BUDGET JUSTIFICATION

SENIOR PERSONNEL

Amy Cowperthwait, Clinical Instructor in the School of Nursing, will oversee the engagement of theatre actors in the Healthcare Theatre performance component of this project. This will involve input to the Theater Director on script development, coordination of health professional scenario response, co-directing evening rehearsals in preparation of the performance, administrative support coordinating supplies, event transportation, actor payments, etc. and facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Allan Carlsen, Assistant Professor in the Department of Theatre, will oversee the engagement of theatre actors in the Healthcare Theatre performance component of this project. Work toward this project is 1 summer person month for years 1- 3. Allan will cover script development, co-directing evening rehearsals in preparation of the performance and facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Barret Michalec, Associate Professor in the Department of Sociology, will oversee the workshop components of this project related to his discipline and expertise. Work toward this project is 1 summer person month for years 1- 3. Barret will cover workshop content as well as facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Cynthia Diefenbeck, Associate Professor in the School of Nursing, will oversee the workshop components of this project related to her disciplines and expertise. Work toward this project is .5 summer person months for years 1- 3. Cynthia will cover workshop content as well as facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Sarah LaFave, Program Coordinator in the College of Health Sciences, will oversee the work being contracted through HealthTeamWorks as well as the input provided from each identified expert, including her own expertise. Sarah will also develop the online modules and workshop content for in-person workshops between 5/16/2016-1/31/2019.

Susan Conaty-Buck, Assistant Professor in the School of Nursing, will oversee the workshop components of this project related to her disciplines and expertise. Work toward this project is .5 summer person months for years 1- 3. Susan will cover workshop content as well as facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Ellen Wruble Hakim, Associate Professor and Director of DPT Program, will oversee the workshop components of this project related to her disciplines and expertise. Work toward this project is .5 summer person months for years 1- 3. Ellen will cover workshop content as well as facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Aquiles Iglesias, Professor and Chair of Communication Sciences and Disorders Program, will oversee the workshop components of this project related to his disciplines and expertise. Work toward this project is .12 summer person months for years 1- 3. Aquiles will cover workshop content as well as facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Michael Mackenzie, Assistant Professor in the Department of Behavioral Health and Nutrition, will oversee the workshop components of this project related to his disciplines and expertise. Work toward this project is .5 summer person months for years 1- 3. Michael will cover workshop content as well as facilitation of the in-person workshops between 5/16/2016-1/31/2019.

Emily Hauenstein, Professor and Sr. Associate Dean of Nursing, will oversee the workshop components of this project related to her disciplines and expertise. Emily will cover workshop content as well as facilitation of the in-person workshops between 5/16/2016-1/31/2019.

FRINGE BENEFITS

According to University policy, fringe benefits are calculated as 35.9% for faculty and professional employees. A copy of the agreement can be found at <http://www.udel.edu/research/pdf/FY16-Fringe.pdf>

DOMESTIC TRAVEL

To facilitate re-education, ten speakers have been budgeted over the award period, 2 speakers from 5/16/2016-1/31/2017, 6 speakers from 2/1/2017 through 1/31/2018 and 6 speakers from 2/1/2018 through 1/31/2019 to provide their expertise to the participants. It is expected that these speakers will require domestic travel to Delaware. In accordance with the Federal Travel Regulation (FTR) as outlined in the Code of Federal Regulations (CFR), travel costs have been budgeted to cover airfare, airport transport, 2-night hotel stay, and per diem (pro-rated for first and last day of travel and to only include breakfast, dinner and incidental expenses for the second day).

OTHER DIRECT COSTS

Healthcare Theatre Performance

Healthcare Theatre Performance is budgeted for expenses that will be invoiced from the University of Delaware Healthcare Theatre group. The Healthcare Theatre team includes an interdisciplinary mix of 6 Healthcare Theatre actors studying Theatre as well as student's studying various health professions who demonstrate in their practice a response to the scenario. Each performance is led by 2 Healthcare Theatre moderators/facilitators. Compensation for the Healthcare Theatre Performance includes performance rehearsal time, transportation, supply costs and time for each performance as quoted.

Content Expert Honoraria

Content expert speakers will be compensated for their presentations as their expertise will provide additional content for re-education.

Consultant - HealthTeamWorks

HealthTeamWorks is a redesign the healthcare delivery system and promote integrated communities of care. They will provide expertise in development of workshop modules, online training material and facilitation of topics as required.

Videography

Each workshop will be recorded and edited so that these re-education sessions can be accessed ongoing and available to an expanded number of workforce professionals. Expenses include recording sessions for locations that do not have AV recording technology in the space as well as editing material so it is a useful material.

Printing / Advertising

Printed material will be provided to each of the expected participants to supplement the education sessions. In addition, advertising of these workshops will be done throughout the state to reach workforce target population.

Supplies and Materials

Supplies will cover workshop materials required for presenters and attendees such as easels, flip charts, markers, pens, notepads, folders, etc.

Space Utilization

Expenses include the use of space for workshops, including but not limited to room rental, AV, janitorial services.

INDIRECT COSTS

The University of Delaware's predetermined rate of 56% for FY16, effective 7/1/2015 was not used; rather, the 10% sponsor cap was implemented. The University of Delaware's Facilities and Administrative (F&A) rates are approved by the Department of Defense, Office of Naval Research. The distribution base for the F&A rate is MTDC. Equipment, capital expenditures, charges for patient care and tuition remission, rental costs of offsite facilities, scholarships, fellowships, and vessel (ship) charges as well as the portion of each subcontract in excess of \$25,000 shall be excluded from the modified total direct costs. A copy of our Negotiation agreement with the Office of Naval Research can be found at <http://www.udel.edu/research/pdf/UD-FY16-18-Ext-Agree-Signed.pdf>.

The University of Delaware will consider the costs and requests in the justification approved if an award is made and no contrary guidance from the agency is included in the award notice.



NANCY H. FAN, MD, CHAIR
LAURA HOWARD
EXECUTIVE DIRECTOR

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KATHLEEN S. MATT, PhD
EDMONDO J. ROBINSON, MD
DENNIS ROCHFORD
KAREN WELDIN STEWART

PAYMENT SCHEDULE

Contract No.: **HSS-16-014 / Health Professional Consortium Facilitation and Curriculum – *Component B* – Health Care Workforce Learning/Re-Learning Curriculum Development**

All vendors must register in the State of Delaware accounting system; First State Financials (FSF). Access the State's automated W-9 system at www.accounting.delaware.gov/vendor to register as a new vendor or update existing records. Be sure to identify your organization's 1099 Tax Withholding status and remittance address as it is stated on the invoices.

Spend for this contract cannot begin prior to receipt of an executed purchase order (PO). A fiscal representative from the Delaware Health Care Commission shall establish the PO and an email will be sent to your organization, commencing services per the Scope of Work.

Invoices received according to the payment schedule below shall be reviewed, contested, and/or processed within 30 days of receipt. If a payment date falls on a holiday, payments shall be made on the last working day prior to the specified date of payment. The State of Delaware:

- Pays for goods or services only after they are received. Advanced payments are not permissible.
- Requires itemization of vendor discounts and/or company credits on corresponding invoices.
- Is exempt from paying Federal excise tax, according to IRS Publication 510.

Payment Sequence	Period of Service	Invoice Date
1	June 1, 2016 - June 30, 2016	July 10, 2016
2	July 1, 2016 - July 31, 2016	August 10, 2016
3	August 1, 2016 - August 31, 2016	September 10, 2016
4	September 1, 2016 - September 30, 2016	October 10, 2016
5	October 1, 2016 - October 31, 2016	November 10, 2016
6	November 1, 2016 - November 30, 2016	December 10, 2016
7	December 1, 2016 - December 31, 2016	January 10, 2017
8	January 1, 2017 - January 31, 2017	March 30, 2017

Billing and budget inquiries and/or discrepancies must be directed to the following contact information:

**Department of Health and Social Services
Delaware Health Care Commission
ATTN: Eschalla Clarke
410 Federal Street – Suite 7
Dover, DE 19901**

Email: eschalla.clarke@state.de.us

Phone: (302) 739 - 2730

Eligible vendors must apply with the Office of Supplier Diversity to register with the State: www.gss.omb.delaware.gov/osd. This is a free certification process. Certified minority (MBE), women (WBE / MWBE), and/or veteran (VBE) owned businesses are eligible to be listed in the State of Delaware directory for qualifying vendors; which is circulated to all State and Local government agencies.

Additional information for vendors is available at www.mymarketplace.delaware.gov.

The Delaware Health Care Commission is an independent public body reporting to the Governor and the General Assembly working to promote accessible, affordable, quality health care for all Delawareans.

APPENDIX 2
RFP Number HSS-16-014
Request for Proposal
(Incorporated by Reference)

APPENDIX 3
RFP Number HSS-16-014
Vendor Response to Proposal
(Incorporated by Reference)

