

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Family Visitation Center Operations
ISSUED BY
The Department of Health & Social Services
Division of State Service Centers
RFP NUMBER HSS-17-010

I. Overview

The State of Delaware Department of Health & Social Services, Division of State Service Centers (The Department), seeks professional services to operate Family Visitation Centers under the Family Visitation Program. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ [6981](#) and [6982](#).

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

Public Notice	Date: 01/03/2017
Pre-Bid Meeting	Date: 01/18/2017 at 10:00 AM (Local Time)
Deadline for Questions	Date: 01/25/2017
Response to Questions Posted by:	Date: 02/02/2017
Deadline for Receipt of Proposals	Date: 03/02/2017 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 04/24/2017

Each proposal must be accompanied by a **transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).**

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

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

A pre-bid meeting will be held on January 18, 2017 at 10:00 a.m. at Herman Holloway Campus, 1901 N. DuPont Highway, Main Administrative Building, New Castle, Delaware. While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290.

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II. Scope of Services

The Department has developed a Scope of Work (SOW) for Family Visitation Center operations that is included in **Appendix B** of this RFP. Additional information as it relates to the Business Proposal is attached in **Appendix C** of this RFP.

III. Required Information

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

A. Minimum Requirements

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work in accordance with **Appendix B and Appendix C** and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. **Complete all appropriate attachments and forms** as identified within the RFP.
4. **Proof of insurance** and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
5. Provide response to **Employing Delawareans Report** (Attachment 9)
6. Bidder shall **list all contracts awarded to it or its predecessor firm(s)** by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. In addition, Bidder shall list any contract awarded to it or its predecessor firm(s) by the State of Delaware during the past ten (10) years if such contract was terminated by the State for cause, and shall include an explanation of the circumstances of such termination (Attachment 11).
7. Bidder shall list **all active litigations**, regardless of jurisdiction, in which it, or its officers are named parties.
8. The Evaluation/Selection Review Committee will consider any information provided pursuant to these requirements and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. **Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid. "**

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B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (Family Visitation Center services)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Monnica May
Division of State Service Centers, Office of Community Services
Social Services Senior Administrator
Monnica.May@state.de.us

To ensure that written requests are received and answered in a timely manner, please send correspondence via electronic mail (e-mail).

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. **Exceptions exist only for organizations**

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currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **five (5)** paper copies and **three (3)** electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on March 2, 2017.** The

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

Kieran Mohammed
Kieran.mohammed@state.de.us
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
1901 NORTH DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720

Vendors are directed to clearly print “BID ENCLOSED” and “RFP NO. HSS-17-010” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 30, 2022**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

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7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

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

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

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

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

12. Price Not Confidential

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

13. Multi-Vendor Solutions (Joint Ventures)

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

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

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

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

c. Multiple Proposals

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

14. Sub-Contracting

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

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

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15. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **January 25, 2017**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **February 2, 2017**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

16. State's Right to Reject Proposals

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

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware

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makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

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

18. State's Right to Award Multiple Source Contracting

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

19. Potential Contract Overlap

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

20. Notification of Withdrawal of Proposal

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

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

21. Revisions to the RFP

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

22. Exceptions to the RFP

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

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using **Attachment 5**. Include business name,

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mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

25. Cooperatives

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

C. RFP Evaluation Process

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

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

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1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the **Division Director**, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

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Criteria Weight

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

Criteria	Max. Score Possible
Submission of Required RFP documents (Listed in Appendix A)	Pass/Fail
Ability to best deliver high quality services and accommodation to the target population	10
Responsiveness to the specifications, quality of the Work Plan, and demonstrated understanding of the purpose of the project	30
Prior years of experience and/or successful operation of similar operations provided	10
Business References	5
Organization qualifications and qualifications and experience of key individuals proposed and guaranteed as available to this project with proposed starting dates	15
Financial and organization stability	10
Financial Feasibility and cost effectiveness	15
Proposed schedule for startup and implementation	5
Total	100

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

3. Proposal Clarification

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

4. References

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

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5. Oral Presentations

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

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

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

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

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

2. Cooperative Use of Award

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

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for **One (1)** year with **four (4)** optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

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- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

4. Collusion or Fraud

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

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

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

5. Lobbying and Gratuities

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

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall

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have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

6. Solicitation of State Employees

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

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

7. General Contract Terms

a. Independent Contractors

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

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

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume

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the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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

c. ACA Safe Harbor

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

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

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the

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contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

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

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

e. Notice

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

**Division of State Service Centers
Office of Community Services
Charles Debnam Building
1901 North DuPont Hwy
New Castle, DE 19720**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

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

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products")

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is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Comprehensive General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the type of Service or Product being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

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- iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate

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

- i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

- ii. Automotive Property Damage (to others) - \$25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

5. The State of Delaware **shall not** be named as an additional insured.

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

h. Performance Requirements

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

i. PERFORMANCE BOND

There is no Performance Bond requirement.

j. Vendor Emergency Response Point of Contact

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

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

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k. Warranty

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

l. Costs and Payment Schedules

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

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

m. Penalties

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

n. Dispute Resolution

At the option of, and in the manner prescribed by the Office of Management and Budget (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.

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o. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Department of Health & Social Services, Division of State Service Centers.

1. Termination for Cause

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

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

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

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p. Non-discrimination

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

q. Covenant against Contingent Fees

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

r. Vendor Activity

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

s. Vendor Responsibility

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

t. Personnel, Equipment and Services

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

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award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

u. Fair Background Check Practices

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

v. Vendor Background Check Requirements

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

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

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

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

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

w. Drug Testing Requirements for Large Public Works

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

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that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

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

x. Work Product

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

y. Contract Documents

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

z. Applicable Law

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

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

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

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

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

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aa. 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.

bb. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

cc. Scope of Agreement

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

dd. Affirmation

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

ee. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to

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this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

ff. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

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12. Purchase Card – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

13. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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

2. Definitions of Requirements

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

3. Production Environment Requirements

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

F. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form

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- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 - List of Contracts With State of Delaware
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
 - Appendix B.1: Scope of Work
 - Appendix B.2: Delaware Supervised Visitation, Standards for Supervised Visitation Practice
 - Appendix B.3: General terms and conditions outlined by the U.S. Health and Human Services, Administration for Children and Families.
 - Appendix B.4: Sliding Fee Scale
- Appendix C – Business Proposals
 - Appendix C.1: Budget Instructions
 - Appendix C.2: Budget Workbook
- Appendix D- Professional Service Agreement

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 9, 11, Appendix B, and Appendix C must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved.
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

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

Reporting is required by Executive Order.

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

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

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

Additional program required reporting is identified in Appendix B and Appendix C.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **HSS-17-010**

Contract Title: Family Visitation Center
Operations

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

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

- _ 1. We do not wish to participate in the proposal process.
- _ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _ 3. We do not feel we can be competitive.
- _ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

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

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

- _ 7. Other: _____

FIRM NAME

SIGNATURE

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

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

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

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Attachment 2

CONTRACT NO.: HSS-17-010
CONTRACT TITLE: Family Visitation Center Operations
DEADLINE TO RESPOND: 03/02/2017 at 11:00 AM (Local Time)

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ Check one)
 NAME OF AUTHORIZED REPRESENTATIVE _____
 (Please type or print) _____

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

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No HSS-17-010
Contract Title: Family Visitation Center Operations

BUSINESS REFERENCES

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

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

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

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-17-010	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number:	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

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

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

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Attachment 9

Contract No HSS-17-010
Contract Title: Family Visitation Center Operations

EMPLOYING DELAWAREANS REPORT

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

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

If subcontractors are to be used:

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

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

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Attachment 10

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

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

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



Complete application and mail, email or fax to:

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

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Attachment 11

Contract No HSS-17-010
 Contract Title: Family Visitation Center Operations

LIST OF CONTRACTS WITH STATE OF DELAWARE

- By checking this box, the Vendor acknowledges that they or their predecessor organization(s) have not had any contracts awarded by the State of Delaware during the last three (3) years and have not had any terminated contract for cause in the past ten (10) years.

Contract Number	Contract Title	Contract Award Date Date mm/dd/yyyy	Contract Termination Date Date mm/dd/yyyy	Contract Amount	State Department, Division, Office	Contact Person (name, address, phone, email)

* use additional copies of the form if need more space.

** if any contract was terminated by the State for cause in the past 10 years include an explanation of the circumstances of such termination under contract termination column.

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APPENDIX A

MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

1. Transmittal Letter as specified on **page 1** of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation. Bidders must submit the business proposal including budget information as mentioned in **Appendix B and C**.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable
11. One (1) complete List of Contracts With State of Delaware (See Attachment 11)
12. Bidders must describe how it will perform the services as described in **Appendix B and Appendix C**.
13. Any other requirement as listed in under Section III. Required Information / Subsection A. Minimum Requirements as specified on **page 2** of the Request for Proposal.

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

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Vendors shall provide proposal packages in the following formats:

1. **Five (5)** paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked “ORIGINAL” on the cover, and contain original signatures.**
2. **Three (3)** electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Note-The following Appendix B documents are separate documents that can be found at <http://bids.delaware.gov>:

Appendix B.1: Scope of Work

Appendix B.2: Delaware Supervised Visitation, Standards for Supervised Visitation Practice

Appendix B.3: General terms and conditions outlined by the U.S. Health and Human Services, Administration for Children and Families.

Appendix B.4: Sliding Fee Scale

APPENDIX C

BUSINESS PROPOSALS

The proposed annual operating budget is to capture the requirements of the successful vendor in meeting the service requirements of the program. The budget to be submitted as part of this RFP is to reflect the proposed operational costs of providing these services and will not be the basis of reimbursement in the awarded contract.

Business proposals including budget information must be presented separate from the Technical Proposals.

Bidders must submit reasonable budgets based on the resources needed to implement their projects in their specific geographic location. The budget should display a clear link between the specific project activities and the proposed budget items. Specifically, the budget should not contain any items that are not detailed in the project narrative. The budget narrative must support all costs included in the budget and explain how the costs of goods and services are determined and how they will fulfill the overall objective of the project.

Note-The following Appendix C documents are separate documents that can be found at <http://bids.delaware.gov>:

Appendix C.1: Budget Instructions

Appendix C.2: Budget Workbook

Bidders will demonstrate corporate capability as mentioned in **Appendix B** and described in further detail below:

Financial stability as determined by review of financial information provided by the Vendor; perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP. Financial stability should be demonstrated through production of balance sheets and income statements or other generally accepted business record for the last 3 years that includes the following: the Vendor's Earnings before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings.

In addition to financial information, discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed. The vendor must disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of correctional health care. The Department reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the course of the contract. The vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

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APPENDIX D

CONTRACT BOILERPLATE

**Note- Appendix D is a separate document found
at <http://www.mymarketplace.delaware.gov/documents/professional-services-agreement.docx>**

FAMILY VISITATION CENTER (FVC) OPERATIONS

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Family Visitation Center Operations

1.0 SCOPE

1.1 ADMINISTRATIVE BACKGROUND

- 1.1.1 Delaware Department of Health and Social Services (DHSS), the largest cabinet department, was created in 1970. Its mission is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. There are 11 Divisions within DHSS plus the Office of the Secretary, which integrates the activities of separate divisions/units.
- 1.1.2 The Division of State Service Centers (DSSC) helps people in crisis find the information they need, when they need it most. The mission of the Division of State Service Centers is to provide convenient access to human services, assist vulnerable populations, support communities, and promote volunteer and service opportunities.
 - 1.1.2.1 The goals of the Division of State Service Centers are to:
 - 1.1.2.1.1 Target and provide services and resources to those individuals and families in greatest need.
 - 1.1.2.1.2 Effectively use public and private resources to mitigate the causes and conditions of poverty in Delaware.
 - 1.1.2.1.3 Effectively promote high quality service to the State Office of Volunteerism's customers through communication, information-sharing, the identification and creation of volunteer opportunities, and customer satisfaction feedback.
 - 1.1.2.1.4 Increase access to information regarding services via effective communication networks and increased technological capacity.
 - 1.1.2.2 DSSC houses the Office of the Division Director, Office of Support Services, Office of Family Support Services, State Office of Volunteerism, and the Office of Community Services.
- 1.1.3 The Office of Community Services (OCS) provides a range of services to low-income Delawareans that are targeted and designed to allow them to develop the capacity to improve their standard of living and become more self-sufficient. The services in some cases are critical in that they include crisis alleviation from utility shut off, homelessness prevention, and an array of support services to assist in creating more stable families and communities. The OCS administers the Emergency Transitional Housing Shelter Operations Grant; Emergency Housing Assistance Fund; Community Service Block Grant; Community Food and Nutrition Program; Low-Income Home Energy Assistance Program; Family Visitation Program; Adopt-A-Family; and Pass-through grants.

1.2 HISTORY

The establishment of family visitation centers in Delaware was based on the findings and recommendations of the Domestic Violence Coordinating Council. The Council, chaired by Delaware Family Court's Chief Judge, conducted an extensive yearlong study on supervised visitation. In its report dated March 1995, the Council strongly supported the creation of visitation centers throughout Delaware to address custody and visitation issues in families with a history of domestic violence. In December 1995, two visitation centers were established: one in Newark to serve New Castle County and one in Milford to serve both Kent and Sussex counties.

In June 1998, with funding under the Victims of Crime Act and Grants to States for Access and Visitation Programs, the Division of State Service Centers established two additional visitation centers to serve Kent and Sussex counties. Nine months later, the Division's fifth visitation center was opened in New Castle county to serve City of Wilmington residents.

1.3 OVERVIEW

This scope of work (SOW) covers the administration of the Family Visitation Centers under the Family Visitation Program. The Family Visitation Program is funded through 80% State General Funds and 20% Federal Grant Funds. These funds are intended to assist agencies as they conduct on-site individual supervision; on-site group supervision; and monitored exchange at the proposed family visitation center(s). The State of Delaware, Department of Health and Social Services, Division of State Service Centers, Office of Community Services (The Department) administers these funds.

1.4 DEFINITIONS

The following definitions originate from the Delaware Supervised Visitation, Standards for Supervised Visitation Practice (Attachment 1 of contract) and may be updated by the State of Delaware, Family Visitation Steering Committee as seen fit.

- 1.4.1 Domestic Violence refers to any form of physical, sexual, verbal, emotional, or economic abuse inflicted on any person in a household by a family member or intimate partner.
- 1.4.2 Supervised visitation is a generic term that describes parent/child contact overseen by a third party. It is also a term for contact between a non-custodial parent and one or more children in the presence of a third person, in which the only focus is the protection and safety of the child and adult participants. Unless otherwise specified in this document, "supervised visitation" also includes supervised exchange services.
- 1.4.3 Individual supervision is parent/child contact supervised by at least one visit supervisor focused on overseeing that contact. Individual supervision may also be referred to as "one-on-one supervision".
- 1.4.4 Group supervision is supervision of parent/child contact in which more than one family may be supervised by one or more visit supervisors. A parent and child may be supervised for part of the time and purposely left unattended by a visit supervisor for certain periods of time.
- 1.4.5 Monitored exchange is supervision of the transfer of a child from the custodial to the non-custodial parent at the start of the parent/child contact and back to the custodial parent at the end of the contact. The supervision is usually limited to the exchanges, with the remainder of the non-custodial parent/child contact unsupervised. Exchanges may be supervised on-or-off the site. A monitored exchange may also be referred to as "supervised exchange and neutral drop off/pick-up."
- 1.4.6 Non-Visiting parent is a biological or adoptive parent, guardian, or state organization or its representatives that has temporary or permanent physical custody of a child. A non-visiting parent may also be referred to as a "residential" or custodial parent.
- 1.4.7 Visiting parent refers to a biological parent or other adult who has supervised contact with a child. A visiting parent may also be referred to as a "non-custodial" and/or a "nonresidential" parent.

- 1.4.8 Child refers to a minor, between the ages of birth and majority.
- 1.4.9 Safety is protection from danger or risk of physical, psychological or emotional injury.
- 1.4.10 Security refers to measures put in place to effect safety.

1.5 PURPOSE

- 1.5.1 Family Visitation Centers provide a safe, structured, and nurturing environment where children can maintain or reestablish a relationship with a non-custodial parent.
- 1.5.2 Family Visitation Centers help keep children, adult victims, and other parties in cases of intimate partner violence safe during supervised visitation (individual and group) and monitored exchanges.
- 1.5.3 The Family Visitation Program statewide aims to serve a minimum of 500 parents/legal guardians each year.

1.6 SERVICE AREA

Vendor will provide services at their proposed location(s).

1.7 SERVICE PERIOD

- 1.7.1 Service period is one contract year. Service period begins from 1 July through 30 June of the same state fiscal year with option to extend the services for a total of five years, including the base year, contingent upon the availability of appropriated funds and performance of the Vendor (see section 5.0 for Performance Measurements).
- 1.7.2 The service will be renewable each state fiscal year at the option of The Department.
- 1.7.3 Vendor shall submit a Work Plan and costing and pricing data annually to The Department before it will exercise an option to extend the contract.

1.8 ELIGIBILITY

Any non-profit or faith based organizations whose hiring and operational practices comply with all federal and State of Delaware laws and regulations is eligible to apply for funds when a Request for Proposal (RFP) is advertised. The vendor will be required to provide evidence that both the organization and the lead management staff proposed for this project have the knowledge and experience, as well as the depth of staffing, to provide the required services.

Vendors must also have **at least three years' of documented experience** in effectively operating a Family Visitation program, as well as adequately understanding the complexities of the target population served.

1.9 TARGET POPULATION

The use of the family visitation centers is appropriate if: a family may be experiencing or have a history of intimate partner violence; parents have had a history of hostile arguments during the pickup and return of their children; or the Family Court or the Department of Services for Children, Youth, and their Families has determined that use of the Centers is appropriate.

The population to be served includes non-custodial parents (visiting parent) and custodial parents (non-visiting parents) and their children regardless of gender, race, ethnicity, religion, sexual orientation, marital status, income, and disabling condition. Families are referred primarily due to,

but not limiting, currently experiencing or having a history of domestic violence; sexual abuse; high conflict; substance/alcohol abuse; and child abuse/neglect. Many of the parents served will also have active child support orders.

Parents may choose to use the Centers voluntarily or be referred by the Family Court, Division of Family Services, Division of Child Support Services, social services, attorneys, victim services, or other agencies.

2.0 APPLICABLE DOCUMENTS

2.1 GOVERNMENT DOCUMENTS

- 2.1.1 Delaware Supervised Visitation, Standards for Supervised Visitation Practice as updated by the State of Delaware, Family Visitation Steering Committee. (Attachment 1 of contract / Appendix B.2 of RFP)
- 2.1.2 United States Department of Health and Human Services, Administration for Children and Families, Office of Child Support Enforcement. Grants to States for Access and Visitation Programs. <http://www.acf.hhs.gov/css/grants/grant-updates-results/access-and-visitation-mandatory-grants>
 - 2.1.2.1 Regulatory Standards for Program Operations-Child Access and Visitation Grants 45 CFR Part 303-Standards for Program Operations, published December 1, 1997
 - 2.1.2.2 Grants to States for Access and Visitation Programs. Section 469B. [42 U.S.C. 669b] of the Social Security Act.
 - 2.1.2.3 Final Rule 150 Grants to States for Access and Visitation Programs: Monitoring, Evaluation, and Reporting, published in the Federal Register on March 30, 1999 (64 FR 15132-6)
 - 2.1.2.4 General terms and conditions outlined by the U.S. Health and Human Services, Administration for Children and Families. (Attachment 2 of contract/Appendix B.3 of RFP)
 - 2.1.2.5 "Preventing Sex Trafficking and Strengthening Families Act", Public Law 113-183, Section 303. Sense of Congress regarding offering of voluntary parenting time arrangements, published September 29, 2014. <https://www.congress.gov/113/plaws/publ183/PLAW-113publ183.pdf>
- 2.1.3 Sliding Fee Scale as updated by the State of Delaware, Family Visitation Steering Committee (Attachment 3 of contract/Appendix B.4 of RFP)
- 2.1.4 Security Officer Services-Unarmed-Scope of Work, as updated by Family Visitation Steering Committee and approved by State of Delaware, Office of Management and Budget (These services follow the State of Delaware procurement laws and regulations) www.bids.delaware.gov
- 2.1.5 Family Visitation Program Policies and Procedures Manual (once created by the Department)
- 2.1.6 Delaware's Family Visitation program follows the national trends as it relates to domestic violence, fatherhood initiatives, and access and visitation services. As such, the program is indirectly affected by:
 - 2.1.6.1 Delaware Code Title 13, Domestic Relations, <http://delcode.delaware.gov/title13>
 - 2.1.6.2 Violence Against Women Reauthorization Act of 2013, Public Law 113-5, enacted March 7, 2013. <https://www.gpo.gov/fdsys/pkg/PLAW-113publ4/pdf/PLAW-113publ4.pdf>
- 2.1.7 All other State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work.

3.0 REQUIREMENTS FOR SERVICES

Payments may be withheld if the Vendor fails to comply with these requirements.

3.1 GENERAL REQUIREMENTS

3.1.1 Vendor shall describe in detail the approach that will be taken to carry out the activities described in this SOW. Specific completion dates for the various tasks must be shown. The work plan shall outline specific objectives, activities strategies, and resources to conduct Family Visitation Center operations, including but not limiting:

3.1.1.1 Organization Eligibility.

Vendors for this scope of work can be from any non-profit or faith based organizations whose hiring and operational practices comply with all federal and State of Delaware laws and regulations. The vendor will be required to provide evidence that both the organization and the lead management staff proposed for the program have the knowledge and experience, as well as the depth of staffing, to provide the required services.

3.1.1.2 Organization Background and Capability. Vendor shall submit the following:

- 3.1.1.2.1 Describe the organization's expertise in area of the proposed scope of services and experience in operating any similar projects. A summary of similar current and completed projects should be included. Vendors must document a minimum of **three years' of experience** in effectively operating a Family Visitation program.
- 3.1.1.2.2 Vendor will submit the most recent organizational chart and current Board of Director's roster.
- 3.1.1.2.3 Business References (Attachment 5 of RFP). This information will be submitted only in application of a RFP for Family Visitation Center Operations.
- 3.1.1.2.4 Provide evidence that organization has the capability to administer all financial and programmatic aspects of this program; for example, federal, state, local government oversight reports and audits (also see Appendix C-Business Proposals of RFP).
 - 3.1.1.2.4.1 If organization has current or previous contracts with the State of Delaware (Attachment 11 of RFP), the Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid.
 - 3.1.1.2.4.2 Organization must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements (non-federal organizations that expend \$300,000, \$500,000 for fiscal years ending after December 31, 2003, or more in a year in federal funds). If your A-133 audit resulted in administrative findings

or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings.

3.1.1.3 Organization Staffing

3.1.1.3.1 Resumes / Job Descriptions. Vendor must identify the specific individuals who will work on this project, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the organization, detailed job descriptions, including required qualifications and experience shall be submitted.

If subcontractors are to be used, the work plan shall also contain similar information regarding each subcontractor.

3.1.1.3.2 Vendor must designate a project manager as the primary point of contact with the Department.

3.1.1.3.3 Screening and Hiring Procedures. Vendor must provide guidelines to be used in staff screening and hiring procedures.

3.1.1.3.4 Staff Training / Orientation and Development. A staff training and / or orientation plan must be submitted within 60 days of Notice of Award for all applicable staff who will be assigned to the program.

3.1.1.4 Program Description

3.1.1.4.1 Describe the operation of the program, including how the program will be publicized, what fees will be charged, and how the project will be organized.

3.1.1.4.2 Include a comprehensive narrative description of the day-to-day operations of the project

3.1.1.4.2.1 Describe the project in its entirety and all support services for participants from referral to discharge.

3.1.1.4.2.2 Describe the intake/orientation process, including assessment for lethality and safety. (This can include submission of intake/orientation forms and lethality assessment tool.)

3.1.1.4.2.3 Vendor must demonstrate how the project will comply with all Federal and State Regulations identified in Section 2.0. (This can include submission of policies and procedures.)

3.1.1.4.2.4 Describe the procedure for handling program participation termination and other participant issues that may arise (i.e., non-compliance, behaviors that endanger self or others, etc.).

3.1.1.4.2.5 Detail the plan for emergency procedures. Describe any special considerations based on the needs of the target population. (This can include submission of an emergency preparedness plan.)

3.1.1.4.2.6 Vendor must demonstrate how safeguards will be implemented. This includes policies and procedures as required under section 8.0 of the Delaware Supervised Visitation Standards; video

surveillance system; program safety measures such as confidentiality; record retention; conflict of interest; staggered scheduling; staff training; safety planning; and coordination and communication with unarmed security personnel as contracted by the State of Delaware.

http://contracts.delaware.gov/contracts_detail.asp?i=2131 . ***Family Visitation Centers must use unarmed security services as part of the project.**

3.1.1.5 Geographic Area To Be Served

- 3.1.1.5.1 Vendor must clearly and specifically describe the location(s) of the site(s) where they will offer the services under this SOW.
 - 3.1.1.5.2 Vendor must also specify: (a) the number of clients who will be served at one time (program static capacity); and, (b) the number of clients that are expected to be served during one year (program dynamic capacity).
 - 3.1.1.5.3 Vendor must indicate how the physical layout(s) of the project site(s) are designed to protect the safety and security of participants. (This can include a site plan that shows items such as distinct separate entrances; separate parking areas; how line of sight is addressed; video surveillance, etc.)
 - 3.1.1.5.4 Vendor must demonstrate how accessibility to services is addressed in terms of transportation; American Disabilities Act; and sensitivity to the ethnic and cultural needs of the community.
 - 3.1.1.5.5 Vendor must demonstrate that they have access to the requisite language resources for individuals who do not speak English.
 - 3.1.1.5.6 Vendor's physical site(s) must be maintained in good condition; adequate for program requirements; and meet all applicable building and fire safety codes to operate in space.
- 3.1.1.6** Vendor must attend any requested meetings and communicate any incidents regularly to State Service Center Administrators (if project site(s) are located in State Service Centers). ***If proposed location is at State Service Centers, State personnel may be assigned to the program as it relates to building safety and maintenance.**
- 3.1.1.7 Project operation hours (Days and Hours of Operation). Vendor must submit days and times project sites will be operational.
 - 3.1.1.8 Vendor shall participate in outreach and recruitment activities to promote the services offered at the Family Visitation Centers as directed by the Department and Family Visitation Steering Committee.
 - 3.1.1.9 Vendor shall participate in Family Visitation Steering Committee meetings, technical assistance, and any other service activities as directed by the Department.

- 3.1.1.10 Vendor shall acknowledge the Department, as a funding source in all publicity pertaining to Family Visitation.
- 3.1.1.11 Vendor shall adhere to all requirements as outlined in the Professional Service Agreement (contract boilerplate); and Divisional Requirements (Appendix A of contract).
- 3.1.1.12 Vendor shall adhere to all reporting requirements as outlined in Section 4.0.
- 3.1.1.13 Vendor shall cooperate with and provide requested information to the Department regarding Performance Measurements as identified in Section 5.0.:
 - 3.1.1.13.1 Vendor shall agree to submit all newsletters and annual reports that pertain to the developed program.
 - 3.1.1.13.2 Vendor must agree to submit all State and non-State funding provided to the organization and the annual budget and expenditures of the organization when requested.
- 3.1.1.14 Program Implementation
 - 3.1.1.14.1 Vendor must submit an Implementation Plan in chart format with timelines for completion of each activity. The plan must cover start up through program implementation activities, including hiring of key staff.
 - 3.1.1.14.2 Discuss the organization's plan to fully expend all of the funds within 12 months of the anticipated contract start date.
 - 3.1.1.14.3 Describe the plan to ensure stable project participation levels thereby assisting with timely expenditure of funds.
 - 3.1.1.14.4 Detail how program staff will interact with management staff within the organization to ensure effective communication.
 - 3.1.1.14.5 Provide a comprehensive narrative of the Vendor's ability to undertake the financial aspect of administering the project.
 - 3.1.1.14.6 Describe the plan to manage and maintain connections to resources that address domestic violence; mainstream resources, and the community-at-large.
 - 3.1.1.14.6.1 Vendor will maintain active relationships with Delaware Coalition Against Domestic Violence; Domestic Violence Coordinating Council; the Family Court of the State of Delaware; the State of Delaware, Department of Services for Children, Youth, and Their Families, Division of Family Services; the State of Delaware, Department of Health and Social Services, Division of Child Support Services (as indicated by letters of support).
 - 3.1.1.14.6.2 Describe how the organization will interface, cooperate, and comply with referrals sources (i.e., the Family Court, Division of Family Services, Division of Child Support Services, etc.).

3.1.1.14.6.3 Vendor shall provide coordination and referral services with related agencies.

3.1.1.15 Quality Improvement Plan. Vendor shall include a formal plan for identifying, evaluating and correcting deficiencies in the quality and quantity of services proposed under this scope of work. The work plan shall include a specific section entitled "Quality Improvement" which shall include proposed vendor "performance targets"; how these will be evaluated, tracked and reported; and include an understanding that the Department will be involved in setting up these performance targets. The requirement contained in this paragraph is an essential and material term for procurement of services. The failure to include a "quality Improvement" section containing the above minimum core requirements shall be grounds to deem the vendor non-responsive.

3.2 ACTIVITY SCHEDULE / TIMELINE.

	ACTIVITY	TIME
3.2.1	Family Visitation Center Service Operation	Daily 1 July -30 June
3.2.2	Submit Administrative Invoices to the Department	10 th of every Month
3.2.3	Compliance with Family Visitation Standards	Daily 1 July-30 June
3.2.4	Submit Quarterly State Fiscal Year Information to the Department	Quarterly
3.2.4.1	1 st Quarter Report (July, August, September)	15th October
3.2.4.2	2 nd Quarter Report (October, November, December)	15th January
3.2.4.3	3 rd Quarter Report (January, February, March)	15th April
3.2.4.4	4 th Quarter Report (April, May, June)	15th July
3.2.4.5	Final State Fiscal Year Report	30 th July
3.2.5	Submit Grants to State Access and Visitation Grant Survey Information the Department	15th November
3.2.7	Participate in Annual Monitoring and Evaluation	As scheduled by Family Visitation Program Manager
3.2.8	Family Visitation Steering Committee Meetings	At minimum quarterly
3.2.9	Technical Assistance Meetings	As directed by Family Visitation Program Manager
3.2.10	State Service Center Administrator Meetings	Scheduled as needed (if applicable)
3.2.11	Unarmed Security Provider Communication Needs	As outlined in Unarmed Security SOW
3.2.12	All other meetings and trainings as directed by Family Visitation Program Manager	As directed by Family Visitation Program Manager

3.3 PROHIBITED ACTIVITIES

- 3.3.1 The funds shall not be used for any start-up activities.
- 3.3.2 Therapeutic Visitation and Supportive Supervised Visitation as defined in Delaware Supervised Visitation, Standards for Supervised Visitation Practice are not supported by funds under this SOW, at this time.
- 3.3.3 The funds shall not be used for services related to off-site supervised visitation and exchanges. All services must be conducted at the vendor's proposed location(s).

- 3.3.4 Family Visitation Centers do not make recommendations to the Family Court about custody or visitation.
- 3.3.5 Unallowable costs as indicated in Budget Instructions (Appendix C.1 of RFP).

4.0 REQUIREMENTS FOR INVOICING AND REPORTING

Payments may be withheld if the Vendor fails to comply with these requirements.

4.1 GENERAL REQUIREMENTS FOR INVOICING AND REPORTING

- 4.1.1 All monthly financial invoices, reports and correspondence relating to this Contract must be mailed to the Department at the following address:

DHSS / DSSC / Office of Community Services
1901 N. DuPont Highway
Charles Debnam Building
New Castle, DE 19720-1100
Attn: OCS Administrative Assistant II

- 4.1.2 All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of information, report, or other document produced by the Vendor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

- 4.1.2.1 "I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds."

4.2 INVOICING REQUIREMENTS

- 4.2.1 Vendor shall submit monthly invoices as outlined in section 4.1.1.
 - 4.2.1.1 Vendor shall submit one signed original monthly financial invoice by the 10th of every month for the costs incurred during the preceding month.
- 4.2.2 All the invoices sent to the Department shall include the invoice cover page on the organization letterhead with the following information:
 - 4.2.2.1 Contract number.
 - 4.2.2.2 Invoice number shall be in the format of (Vendor Name/FV-Contract Year (2018)-monthly invoice number (0717, 0817, 0917, 1017, 1117, 1217, 0118, 0218, 0318, 0418, 0518, and 0618).
 - 4.2.2.3 Date invoice sent.
 - 4.2.2.4 Cost incurred per budget cost category (outlined in Appendix C of contract as instructed in Appendix C of RFP).
 - 4.2.2.5 Total amount of cost incurred for month.
 - 4.2.2.6 Signature of the Designated Authority.
- 4.2.3 The purpose of each invoice shall be to assist in the cost of operating one or more of the sites identified in the Vendor's Work Plan/Services Description (Appendix D of Contract) in accordance with minimum legal standards, as applicable. Expenses must be invoiced in specific cost categories as outlined in the Contract Budget (Appendix C of Contract / RFP).

- 4.2.4 Vendor shall not be reimbursed for costs that exceed a budget cost category by more than 5% of the contract budget without written approval from the Family Visitation Program Manager.
- 4.2.5 Vendor shall maintain backup to support all amounts.
- 4.2.6 Vendor must submit a monthly financial invoice for every month in the contract period. Vendor must not deplete their entire Family Visitation allocation prior to the expiration of the contract period.

4.3 REPORTING REQUIREMENTS

4.3.1 STATE FISCAL YEAR REPORTING. The Vendor shall submit program service reports for each quarter and one program service report representing the State Fiscal Year (July 1-June 30) for each contract term.

4.3.1.1 The reports are due as follows:

Quarter	Dates	Report Due
First Quarter	July 1 st -September 30 th	October 15 th
Second Quarter	October 1 st -December 31 st	January 15 th
Third Quarter	January 1 st -March 31 st	April 15 th
Fourth Quarter	April 1 st -June 30 th	July 15 th

4.3.1.2 Vendor is responsible for compiling accurate information regularly, or whenever an occurrence warrants changes to the program participants' characteristics. Such information includes but is not limited to:

4.3.1.2.1 Participant Information:

- 4.3.1.2.1.1 Number of families served each quarter (4th quarter report will also indicate number of total families served during State Fiscal Year)
- 4.3.1.2.1.2 Number of children served
- 4.3.1.2.1.3 Number of Parent/Caretakers served
- 4.3.1.2.1.4 Number of Visiting Parents that were identified as DV victims
- 4.3.1.2.1.5 Number of Individuals that have identified a disabling condition

4.3.1.2.2 Families Served due to:

- 4.3.1.2.2.1 Domestic Violence
- 4.3.1.2.2.2 Sexual Abuse
- 4.3.1.2.2.3 High Conflict
- 4.3.1.2.2.4 Substance/Alcohol Abuse
- 4.3.1.2.2.5 Child Abuse/Neglect

4.3.1.2.3 Total number of services by type:

- 4.3.1.2.3.1 Number of Monitored Exchanges
- 4.3.1.2.3.2 Number of Individual Supervised Visitation
- 4.3.1.2.3.3 Number of Group Supervised Visitation

4.3.1.2.4 Appointment Planning:

- 4.3.1.2.4.1 Number of Families on Waiting List
- 4.3.1.2.4.2 Number of Cancelled or Missed Appointments
- 4.3.1.2.4.3 Number of Rescheduled Appointments

- 4.3.1.2.5 Incidents:
 - 4.3.1.2.5.1 Number of domestic disputes occurring at site
 - 4.3.1.2.5.2 Number of other known incidents at site
- 4.3.1.2.6 Referrals:
 - 4.3.1.2.6.1 Total Number of referrals to program
 - 4.3.1.2.6.2 Referred by the Family Court
 - 4.3.1.2.6.3 Referred by the Department of Services for Children, Youth, and Their Families, Division of Family Services (DFS)
 - 4.3.1.2.6.4 Referred by Child Support Services
 - 4.3.1.2.6.5 Referred by Self
 - 4.3.1.2.6.6 Referred by Other
- 4.3.1.2.7 Discharges:
 - 4.3.1.2.7.1 Total Number of Discharges
 - 4.3.1.2.7.2 Discharges due to new/updated court order
 - 4.3.1.2.7.3 DFS case closure/ loss of parental rights
 - 4.3.1.2.7.4 Program Noncompliance
- 4.3.1.2.8 Program Income:
 - 4.3.1.2.8.1 Fees from Monitored Exchanges
 - 4.3.1.2.8.2 Fees from Group Visitation
 - 4.3.1.2.8.3 Fees from Individual Visitation
 - 4.3.1.2.8.4 Other

4.3.2 FEDERAL FISCAL YEAR REPORTING. The Vendor shall provide program service information that will be collected and reported for the Grants to States Access and Visitation Program Federal Survey. This information pertains to the Federal Fiscal Year (October 1-September 30). This information includes, but is not limited to, the following information for both the custodial parent and the non-custodial parent:

- 4.3.2.1 The survey information is due November 15th of each contract year.
- 4.3.2.2 Vendor is responsible for compiling accurate information regularly, or whenever an occurrence warrants changes to the program participants' characteristics. Such information includes but is not limited to:
 - 4.3.2.2.1 Client Referral Source
 - 4.3.2.2.2 Client Information (Relationship to child)
 - 4.3.2.2.3 Child Support Cases
 - 4.3.2.2.4 Marital Status
 - 4.3.2.2.5 Race/Ethnicity
 - 4.3.2.2.6 Annual Income
 - 4.3.2.2.7 Services Provided
 - 4.3.2.2.8 Frequency of Service Hours
 - 4.3.2.2.9 Outcome (parenting time with children)

5.0 PERFORMANCE MEASUREMENTS

- 5.1 The Department has the right to conduct an on-site evaluation and monitoring of the Vendor's activity at any time.
- 5.2 The extension of the service period of the contract is based on but not limited to the past performance of the Vendor.
- 5.3 The determination shall be based on, but not limited to, considerations of the following factors:

5.3.1 Performance Objectives in Performance Measurements Summary Matrix (see below).

PERFORMANCE MEASUREMENTS SUMMARY MATRIX

Performance Objective	SOW §	Performance Standard / Acceptable Quality Level	Performance Goal	Method of Assessment
Provide services as identified in Work Plan	3.1.1	100% of Program/Site Compliance	100% of planned workload	On-site monitoring, review of program reports, third-party feedback
Acknowledge the Department as funding source in all publicity	3.1.1.6	100% of materials	100% of material	Review Marketing Materials and Newsletters
Adhere to requirements in Professional Service Agreement and Divisional Requirements	3.1.1.7	100% of Organization, Program compliance	100%	On-site monitoring, review of program reports, third-party feedback
Participate in Family Visitation Steering Committee	3.1.1.5	100% attendance	100% attendance	Review Family Visitation Steering Committee Meeting Minutes
Adhere to all required Federal and State regulations	3.1.1.1.1	100% of Program/Site compliance	100% of Program/Site	On-site Monitoring, review of program reports and invoices
Reconcile accounts before submitting invoices	4.2	At least 95% of costs submitted for particular month include only costs incurred during that month	100% of costs	Review of Vendor invoices and back-ups to the invoices
Submit required invoices on time	4.2	Submit 95% of invoices for current month by 10th of subsequent month with 100% required information that is 100% accurate.	Submit 100% of invoices for current month by 10th of subsequent month with 100% required information that is 100% accurate	Review of Invoices
Deliver required reports	4.3	Gather information and submit the requested reports by the given deadline to OCS. Request for extension if more time required	Gather information and submit the requested reports by the deadline 100% of time	Review of Reports and Deadlines

Delaware Supervised Visitation

STANDARDS FOR SUPERVISED VISITATION PRACTICE

December 2006

Adopted by the Family Visitation Steering Committee

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SUPERVISED VISITATION NETWORK

MISSION STATEMENT

Mission Statement

The Supervised Family Visitation Centers (FVC) provide communities with education and support that promote opportunities for children to have safe, conflict-free access to both parents through a continuum of child access services.¹

FVC Values

1. Respect
2. Integrity
3. Ethical Behavior, and
4. Excellence in service

¹ The Supervised Family Visitation Center acknowledges that the concept of both parents may not be applicable because of dependency cases.

- 1.0 INTRODUCTION
- 1.1 Purpose of the Standards
- 1.2 Philosophy of the Standards
- 1.3 Applicability
- 1.4 Adoption and Implementation

1.1 Purpose of the Standards

This document establishes minimum practice standards for professional supervised visitation and exchange services. These standards are also intended to serve as a resource to courts, educators, funding sources, and others interested in this field of practice.

1.2 Philosophy of the Standards

Consistent with the mission and values of FVC, the general philosophy of the standards are:

1. Quality and flexibility of service
The standards are intended to be broad enough to be applicable to all supervised visitation providers operating and administering services and specific enough to ensure implementation of the core values of FVC.
2. Safety and well-being
The underlying premise of these standards is that the safety of all participants is a precondition of providing services. After safety, the well-being of the child is the paramount consideration at all stages and particularly in deciding the manner in which supervision is provided.
3. Evolving standards
The standards will be revised and updated periodically to reflect the evolving practice of supervised visitation services.

1.3 Applicability

The standards apply to any public or private entity who provide professional supervised visitation and exchange services.

1.4 Adoption and Implementation

These standards were adopted by vote of the Family Visitation Steering Committee on October 19, 2006, with an immediate effective date. These standards will also be provided to Delaware Family Court.

2.0 DEFINITIONS

The following definitions clarify terms used in these standards:

- 2.1 **Assessment** is a component of the planned change effort in which the mental health practitioner collaborates with the client to obtain information that provides the foundation for developing a plan of intervention (2005, Berg-Weger, M.).
- 2.2 **Authorized person** is a person approved by the court, or by agreement of the parents and/or the provider, to be present during the supervised contact.
- 2.3 **Child refers to** a minor, between the ages of birth and majority.
- 2.4 **Client** is a child or parent or authorized person to whom services are rendered. See also child, custodial parent, and non-custodial parent in this list of definitions.
- 2.5 **Critical incident** is an occurrence involving a client that threatens the safety or results in the injury of a participant and/or that requires the intervention of a third party such as child protection services or the police.
- 2.6 **Non-Visiting parent** is a biological or adoptive parent, guardian, or state agency or its representatives that has temporary or permanent physical custody of a child. A non-visiting parent may also be referred to as a “residential” or custodial parent.
- 2.7 **Domestic Violence** refers to any form of physical, sexual, verbal, emotional, or economic abuse inflicted on any person in a household by a family member or intimate partner.
- 2.8 **Evaluation** is a component of the planned change effort in which the mental health practitioner and the client assess the progress and success of the planned change effort (2005, Berg-Weger, M.).
- 2.9 **Group supervision** is supervision of parent/child contact in which more than one family may be supervised by one or more visit supervisors. A parent and child may be supervised for part of the time and purposely left unattended by a visit supervisor for certain periods of time.
- 2.10 **Neutral/neutrality** as used in the context of supervised visitation means maintaining an unbiased, objective, and balanced environment, and when providing the service, not taking a position

- between the parents in providing the service. Providing service in a neutral manner is intended to ensure respect for all individuals in their capacity as parents and to protect children who are attempting to remain in contact with their parents. Being neutral does not mean providers disregard behaviors such as abuse or violence of any kind.
- 2.11 **Visiting parent** refers to a biological parent or other adult who has supervised contact with a child. A visiting parent may also be referred to as a “non-custodial” and/or a “nonresidential” parent.
 - 2.12 **One-on-one supervision** is parent/child contact supervised by at least one visit supervisor focused on overseeing that contact.
 - 2.13 **Off-site supervision** is supervision of parent/child contact that occurs away from a facility that is under the management of the provider.
 - 2.14 **On-site supervision** refers to supervision of parent/child contact at a facility that is under the management of the provider.
 - 2.15 **Parent** refers to a biological mother, father, or other adult, including an adoptive parent, guardian, or state agency or its representatives. See also sections 2.6 and 2.11 in this document.
 - 2.16 **Parent/child contact** is interaction between a parent or other authorized person and one or more children. Contact can be face-to-face, by mail and/or e-mail, telephone, video conference, or other means of communication.
 - 2.17 **Participant** is a client, authorized person, provider, agency staff, or other on-site person.
 - 2.18 **Partner abuse** refers to a form of family violence involving abuse by one adult of another when both share an intimate relationship.
 - 2.19 **Provider** is any professional person or agency, either paid or unpaid, that is experienced in and trained to deliver supervised visitation services.
 - 2.20 **Recommendation** is the drawing of conclusions and statement of a professional opinion concerning future visitation arrangements and/or child custody determination.
 - 2.21 **Risk Assessment** is the review and analysis of historical information and observation of behavior for the purpose of deciding whether there is a match between the probability that a client will exhibit

dangerous behavior and the capacity of a provider to manage that behavior. Risk assessment as used in these standards is not a mental health assessment.

- 2.22 **Safety** is protection from danger or risk of physical, psychological or emotional injury.
- 2.23 **Security** refers to measures put in place to effect safety.
- 2.24 **Monitored exchange** is supervision of the transfer of a child from the custodial to the non-custodial parent at the start of the parent/child contact and back to the custodial parent at the end of the contact. The supervision is usually limited to the exchanges, with the remainder of the non-custodial parent/child contact unsupervised. Exchanges may be supervised on-or-off the site. A monitored exchange may also be referred to as “supervised exchange and neutral drop off/pick-up.”
- 2.25 **Supervised visitation** is a generic term that describes parent/child contact overseen by a third party. It is also a term for contact between a non-custodial parent and one or more children in the presence of a third person, in which the only focus is the protection and safety of the child and adult participants. Unless otherwise specified in this document, “supervised visitation” also includes supervised exchange services.
- 2.26 **Supportive supervised visitation** is contact between a non-custodial parent and one or more children in the presence of a third person, in which the supervisor is actively involved in promoting behavioral change in parent/child relationships. Supportive supervision may also be referred to as “directed,” “educational,” or “facilitated visitation.”
- 2.27 **Therapeutic supervision** is conjoint parent-child therapy conducted by a licensed or certified mental health professional also trained to provide supervised visitation. This includes a student or intern in training for a post-graduate degree under the direct supervision of a licensed or certified mental health professional.
- 2.28 **Trainee** refers to a person training to become a visit supervisor and working under the direct supervision of a staff member responsible for his or her work. This definition includes interns and practicum students.
- 2.29 **Visit supervisor** is any person who observes and oversees safe parent/child contact during visits and during transitions from one

parent to another. A visit supervisor includes an independent contractor and any employee, trainee, intern, or volunteer of an agency provider.

3.0 SUPERVISED VISITATION PROVIDERS

3.1 Purpose

3.2 Providers

3.3 Role of the Provider

3.4 Neutrality

3.5 Conflict of Interest

3.6 Program Services

3.1 Purpose

This section is intended to identify what constitutes a FV “provider” and to require providers to know what supervised visitation is and is not and what providers can and cannot do.

3.2 Providers

Professional supervised visitation services must be provided by a qualified independent provider. Qualifications and training of providers are described under sections 11 and 12 of this document.

3.3 Role of the Provider

1. Providers must offer supervised visitation services that are consistent with the training and capacity of their staff and program.
2. Providers must know and understand the scope of their services and the limitations of their role, and explain their role(s) to both clients and users of their services.

3.4 Neutrality

A provider must be neutral in providing supervised visitation service. See definition under section 2.12 of this document.

3.5 Conflict of Interest

1. Agency conflict of interest
 - a. When supervised visitation services are provided or operated by an agency whose primary function is not supervised visitation, the agency is responsible for ensuring that staff or persons providing supervised visitation are trained and qualified according to these standards.
 - b. When supervised visitation services are provided or operated by an agency whose primary function is not supervised visitation, the agency is responsible for ensuring that staff functions and roles remain clear and do not conflict with other interests when providing supervised visitation services.

2. Provider conflict of interest

A provider must not be:

- a. Financially dependent on the person being supervised or any of the other clients in that family;
- b. An employee or employer of the person being supervised or any of the other clients in that family; or
- c. In an intimate relationship or have a personal relationship with the person being supervised or any of the other clients in that family.

3.6 Program Services

All providers must:

1. Offer only those services for which they and their staff have adequate education, training, and experience;
2. Clearly describe, in writing, the nature of the services provided and disclose to the parents and referring sources details about the program services; and
3. Seek consultation concerning service and client issues that are outside the scope of the provider's education, training, or experience.

- 4.0 ADMINISTRATIVE FUNCTIONS
- 4.1 Purpose
- 4.2 Financial Management
- 4.3 Personnel Policies
- 4.4 Client Records
- 4.5 Case Review

4.1 Purpose

This section is intended to define the parameters for maintaining financial records, personnel policies, and client records.

4.2 Financial Management

A provider must maintain financial records and follow generally accepted accounting principles. Financial records must be retained for the period required by local law.

4.3 Personnel Policies

A provider with employees or volunteers must have written personnel policies and maintain personnel records.

4.4 Client Records

A provider must keep client records in accordance with section 7.0 of this document. The collection and reporting of data based on client records must not compromise client confidentiality.

4.5 Case Review

Internal case review

A provider must review the status of all open cases, both active and inactive, to monitor client compliance with the service, program preparation for court review dates, if any, and follow up on outstanding issues.

5.0 PROGRAM OPERATIONS

5.1 Purpose

5.1 Resources and Functions

5.2 Program Policies and Procedures

5.3 Premises

5.4 Accessibility

5.5 Insurance

5.1 Purpose

This section is intended to set forth basic operating requirements for providers.

5.2 Resources and Functions

A provider must offer only those services and serve only the number of clients for which they have adequate financial and personnel resources.

5.3 Program Policies and Procedures

Providers must have written rules and policies governing service delivery.

5.4 Premises

For on-site supervised visitation services, the physical layout of the premises must be designed to protect the safety and security of participants.

5.5 Accessibility

A provider must have policies and procedures about accessibility to supervised visitation services in terms of geographic location, transportation, hours of operation, Americans with Disabilities Act and its equivalent legislation in the international jurisdiction, and sensitivity to the ethnic, cultural, and linguistic needs of the community.

5.6 Insurance

A provider must obtain and maintain insurance coverage that is appropriate to their business operations and the nature of the work and services provided.

6.0 EVALUATIONS AND RECOMMENDATIONS

6.1 Purpose

6.2 General Policy

6.3 Risk Assessments

6.4 Therapeutic Supervised Visitation

6.1 Purpose

This section defines the limits for providing an assessment, evaluation, and/or recommendation concerning the treatment, future visitation arrangements, and/or child custody determinations.

Specifically, the section prohibits a provider from performing any mental health, custody, parenting, developmental and/or attachment assessment and evaluation that more appropriately should be provided by a licensed mental health professional. This includes drawing conclusions and/or making recommendations about future visitation arrangements or child custody determinations.

6.2 General Policy

1. A provider must not perform any mental health or other evaluations or assessments unless as specifically noted in sections 6.3 and 6.4 below.
2. Supervised visitation services must function independently from a licensed or certified mental health professional or other professional who is performing a mental health, custody, parenting, developmental and/or attachment assessment and evaluation.
3. A provider must not make recommendations or state opinions about future visitation arrangements and/or child custody determinations.
4. This policy does not prohibit a provider from providing factual information based on observations of clients which may be used by others who are conducting an evaluation and/or assessment.

6.3 Risk Assessments

A provider may review and analyze client information and behavior to determine whether services can be provided safely and/or to deny or suspend services because of potential risks of harm to client, or staff member.

6.4 Therapeutic Supervised Visitation

A licensed mental health professional who is providing therapeutic supervised visitation may prepare a written report that demonstrates

a parent's commitment or readiness for treatment and may include a professional opinion about parent/child readiness to enter the next phase of treatment, including an opinion or recommendation about child custody determinations.

- 7.0 RECORDS
- 7.1 Purpose
- 7.2 Client Files
- 7.3 Records of Parent/Child Contact
- 7.4 Protection of Client Information
- 7.5 Protection of Provider Identity

7.1 Purpose

This section sets forth the obligations of maintaining client files and case records, guidelines for release and disclosure of client information, and types of provider reports to the court and/or referral source.

7.2 Client Files

1. A provider is responsible for maintaining, storing, and destroying records in a manner consistent with applicable government statutes and regulations.
2. A file must be created for each family and kept according to standards of confidentiality under section 21.0 of this document. The client file must include:
 - a. Names of each parent and child;
 - b. Dates of birth;
 - c. Address;
 - d. Telephone number;
 - e. Emergency contact and telephone number;
 - f. Referral date;
 - g. Source of referral;
 - h. Reason for referral;
 - i. Provider agreement with clients for use of the service;
 - j. If applicable, other persons authorized to visit;
 - k. Relevant court orders or signed agreement between the parents;
 - l. Consents for release of information (if any); and
 - m. Observation notes, reports, and records of the visit (if any).

7.3 Records of Parent/Child Contact

A provider must maintain a record of each parent/child contact. The record must be factual and must contain at a minimum, but not be limited to:

1. Client identifier;
2. Who brought the child to the parent/child contact;
3. Who supervised the parent/child contact;

4. Any additional authorized observers;
5. Date, time, and duration of parent/child contact;
6. Who participated in the parent/child contact;
7. An account of critical incidents, if any; and
8. An account of ending or temporary suspension of the parent/child contact, including the reasons for ending or suspending the visit.

7.4 Protection of Client Information

1. A provider must set forth in writing, implement, and maintain policies and procedures regarding the release of case information. Case files must not be released except as provided by law, court order, or consent of the parents.
2. When a request for a case file is received, the file must be reviewed and personal identifying information must be redacted (covered over), except as required by law, as required by the court or subpoena, or when reporting suspected child abuse.
3. When a client is staying in a shelter or other confidential location, especially in domestic violence cases, the provider must not disclose the shelter location or other confidential client identifying information, except as required by law or court order.

7.5 Protection of Provider Identity

A provider must establish policies concerning confidentiality and the protection of personal staff and volunteers' identification in the client file.

- 8.0 SAFETY AND SECURITY
- 8.1 Purpose
- 8.2 General Policy for Safety
- 8.3 Declining Unsafe Cases
- 8.4 Client Relationship
- 8.5 General Policy for Security
- 8.6 Additional Security Measures in High-Risk Situations
- 8.7 Case Screening
- 8.8 Staff to Client Ratio
- 8.9 Critical Incidents

8.1 Purpose

This section sets forth general safety and security requirements for providers of supervised visitation.

8.2 General Policy for Safety

1. A provider must have written policies and procedures that seek to provide safety for all participants. The central criterion of safety is that there is a match between the capacity of the provider, the service being provided, and the needs of and the risk presented by the family.
2. A provider cannot *guarantee* safety; adult clients remain responsible and accountable for their own actions.

8.3 Declining Unsafe Cases

A provider must refuse to accept any case when the safety needs and risks presented by the family cannot be managed.

8.4 Client Relationship

The physical safety measures described in this section are not a substitute for maintaining a relationship with each client that will help reduce potential risks of harm. This means treating each client with respect and fairness.

8.5 General Policy for Security

A provider must make reasonable efforts to ensure that security measures are provided. Providers must have written policies and procedures that include, but are not limited to:

1. Intake and case review;
2. Collaborating with local law enforcement to facilitate a rapid response;
3. Reviewing security measures on a regular basis;

4. Ensuring that the facility meets all state and local fire, building, and health codes; and
5. Establishing written protocols for emergency situations.

8.6 Additional Security Measures in High-Risk Situations

When there is any risk of violent behavior or highly conflicted interaction by one parent against the other or between parents, providers must have:

1. Written policies and procedures that describes the layout of premises or other arrangements that keep parents physically and visually separate;
2. Written procedures so that contact or interaction between the parents does not occur;
3. Copies of relevant court documents readily available;
4. A safety response plan for the agency; and
5. A plan for safe arrival and departure and safe use of the service for the client at risk.

8.7 Case Screening

A provider's safety policies and security measures are not a substitute for screening for potential risks of harm. Providers must maintain policies and procedures to screen for risk in each case.

8.8 Staff to Client Ratio

The ratio of supervisor to child must be tailored to each case. In cases requiring supervision of more than one child, a provider must consider having more than one visit supervisor present during visitation (also see section 9.4(1)). Visit supervisor to client ratio will depend on:

1. Level of the supervision necessary for needed safety in each case;
2. Number of children and/or families being supervised;
3. Duration and location of the visit; and
4. Expertise and experience of the supervisor.

8.9 Critical Incidents

A provider must have written policies and procedures regarding critical incidents including recording, reporting, and actions taken to resolve the incident. See also section 17.0 in this document.

9.0 PROVIDER'S RESPONSIBILITY FOR THE CHILD

9.1 Purpose

9.2 General Policy

9.3 Parental Responsibility

9.4 Provider Responsibility

9.5 Off-Site Supervised Visitation

9.1 Purpose

This section is intended to clarify the boundaries between parent responsibility and provider responsibility for children during the provision of service.

9.2 General Policy

A provider must have clearly defined policies and procedures for parental and provider responsibilities.

9.3 Parental Responsibility

1. While parents are responsible for their own behavior during supervised visitation, a provider may hold a parent accountable for their behavior by ensuring that the parent follows the program policies and procedures, the court order, and the signed service agreement.
2. Parents are responsible for the care of the child and the child's belongings during supervised visits, subject to any contrary order of the court.

9.4 Provider Responsibility

1. Children must not be left unattended with a visiting (non-custodial) parent (their own or any other visiting or non-visiting parent) any time during visitation services. An exception to this rule is during group supervision as defined under section 2.9.
2. Providers must have written policies and procedures for parent/child contact not covered by court order or agreement of the parents. These policies for the parent/child contact must not delegate authority entirely to one of the parents.
3. Providers are responsible for the care and protection of a child during the transition of the child from one parent to another.

9.5 Off-Site Supervised Visitation

1. A provider of supervised visitation or exchanges off site is responsible for working with the parents and/or referring

sources to arrange in advance where the visit will take place and who can participate in the visit.

2. Providers must consider and take into account the safety of all participants in determining whether to offer off-site supervision.
3. In addition to the above, a provider of supervised visitation or exchanges must follow sections 9.4(1) and (3) above.

- 10.0 FEES
- 10.1 Purpose
- 10.2 General Policy
- 10.3 Allocation of Fees

10.1 Purpose

This section sets forth the duties and obligations of providers regarding program fees and the collection of fees.

10.2 General Policy

1. All providers must establish written policies and procedures regarding fees for service, including the amount and collection of fees and consequences for failure to pay. Fees for services include court testimony and preparation.
2. The provider's policies regarding all fees must be discussed with each parent prior to the beginning of service.

10.3 Allocation of Fees

When there is no court order, or decision by the referring source, or the parent's do not agree with the provider's policy regarding allocation of fees, the provider must deny service until a fee agreement is put into place.

- 11.0 STAFF
- 11.1 Purpose
- 11.2 General Policy
- 11.3 General Staff Screening
- 11.4 General Qualifications for All Providers
- 11.5 Special Qualifications

11.1 Purpose

This section sets forth the general requirements and qualifications for providers.

11.2 General Policy

1. Service delivery must be staffed in a manner that is consistent with and promotes the mission and core values of safe supervised visitation services for all participants.
2. All providers must demonstrate that they meet the general and special qualifications, skills, knowledge, and training and education to provide service to the types of cases referred to the provider.
3. The central criterion of competencies and training is that there is a match between the capacity of the provider, the service being provided, and the needs of and the risks presented by the family.

11.3 General Staff Screening

All applicants, both paid and unpaid positions, must complete a criminal background check and child protection registry screening clearance as a condition of employment.

11.4 General Qualifications for All Providers

All staff, including paid and unpaid personnel, must meet the following minimum qualifications:

1. Maintain a neutral role;
2. Have no conflict of interest as outlined in section 3.5;
3. Have no conviction of child molestation, child abuse, or other crimes relating to children;
4. Have no conviction of a violent crime;
5. Have had no civil or criminal restraining order issued against him or her within the last five years;
6. Have no current or past court order in which the provider is the person being supervised;
7. Be at least 18 years of age;

8. Be in compliance with local health requirements for direct contact with children; and
9. Be adequately trained to provide the supervised visitation services offered by the provider (see section 12 in this document).

11.5 Special Qualifications

1. A provider transporting a client must:
 - a. Hold a valid operator's license for the state/country in which he/she will drive and appropriate for the vehicle being used;
 - b. Have or be the employee of a person or entity who has liability insurance for the vehicle being used; and
 - c. Ensure that the vehicle is equipped with seat belts and/or child restraints in accordance with local laws.
 - d. Have no conviction within five years of operating a motor vehicle under the influence of an intoxicant;
2. Providers who use security personnel must ensure that they are trained for the functions that they will provide and have liability insurance.
3. A provider must be able to speak and understand the language being spoken by the parent and the child being supervised. If the visit supervisor cannot speak and understand the language being spoken by the parent and the child, they must be accompanied by a neutral interpreter over the age of 18.

- 12.0 TRAINING AND EDUCATION
- 12.1 Purpose
- 12.2 General Training Principles
- 12.3 Training for Visit Supervisors
- 12.4 Training for Supervised Exchange
- 12.5 Training for Provider Management
- 12.6 Training for Supportive Supervision
- 12.7 Training for Therapeutic Supervision
- 12.8 Current Members

12.1 Purpose

The long-term goal of FVC is to develop practices and policies which will become the standard for supervised visitation providers and will cover each of the topic areas listed below. Until such time that this curriculum is developed and approved, the minimum required training and education requirements are defined by the number of hours for the topic areas listed below.

12.2 General Training Principles

1. The training of a provider must correspond with the services offered by the provider.
2. The training specified below must be completed within 12 months of employment.
3. Any person, who has not completed the required training, may provide direct service only under the supervision of a person who has completed the required training.

12.3 Training for Visit Supervisors

1. Practicum training for trainees must include:
 - a. Direct observation of parent/child contact performed by a trained visit supervisor (shadowing);
 - b. Co-supervision of the visit by the trainee with a trained visit supervisor;
 - c. Direct observation by a trained visit supervisor while the trainee independently supervises the visit (reverse shadowing); and
 - d. New or geographically isolated trainees may substitute using a video of parent/child contact and telephone consultation from a trained visit supervisor for shadowing and reverse shadowing. Once there is a trained visit supervisor on site, the requirement of section 12.3(1) must be followed.

2. Any person who provides direct service to a client or who does supervision of a person providing direct service must complete 12 hours annually of training covering the below recommended topics:
 - a. FVC Standards and Code of Ethics when developed;
 - b. Provider policies and procedures;
 - c. Safety for all participants;
 - d. Mandatory child abuse reporting;
 - e. Professional boundaries, conflict of interest, confidentiality, and maintaining neutrality;
 - f. Basic stages of child development;
 - g. Effects of separation and divorce on children and families;
 - h. Grief and loss associated with parental separation and removal from the home due to child abuse and neglect;
 - i. Cultural sensitivity and diversity;
 - j. Family violence, including domestic violence and the effects of domestic violence on children;
 - k. Child abuse and neglect, including child sexual abuse;
 - l. Substance abuse;
 - m. Provisions of service to parents and children with mental health and developmental issues or other physical or emotional impairment;
 - n. Parent introduction/re-introduction;
 - o. Parenting skills;
 - p. Assertiveness training and conflict resolution;
 - q. How and when to intervene during visits or exchanges to maintain the safety of all participants;
 - r. Observation of parent/child interactions;
 - s. Preparation of factual observation notes and reports; and
 - t. Relevant laws regarding child custody and visitation and child protection.

12.4 Training for Provider Management

1. Any individual provider or any person who is responsible for management of a program, in addition to the requirements of sections 12.3 or section 12.3 above, must complete 16 hours of training covering at least the following topics:
 - a. Receiving referrals;
 - b. Conducting intake and orientation, including preparing children;
 - c. Record keeping and confidentiality;
 - d. Establishing a visitation contract with clients;
 - e. Setting fees;
 - f. Setting conditions (rules) for receiving services;

- g. Setting up the physical space or location for safe visits/exchanges;
 - h. Collaborating with the court, child protective agencies, and other referring sources;
 - i. Referring clients to other services;
 - j. Training and supervising staff, including volunteers and interns;
 - k. Reporting to the court or other referring sources;
 - l. Testifying in court;
 - m. Suspending and/or terminating services; and
 - n. Managing and reviewing cases.
2. Any person in management who has no direct contact with clients and does not supervise direct service staff is not required to fulfill the requirements of sections 12.3 or 12.4.
 3. Any person who provides clerical functions and who has no direct contact with clients is not required to fulfill the requirements of sections 12.3, 12.4, or 12.5.

12.5 Training for Supportive Supervision

If supportive supervision is provided, in addition to the above, a visit supervisor providing supportive supervision must complete additional training on the following topics:

1. Intervention to promote change;
2. Parenting skills; and
3. Behaviors that facilitate positive attachment, separation and reconnection.

12.6 Training for Therapeutic Supervision

1. Any person providing therapeutic supervised visitation services must be a licensed mental health professional and complete the training specified in section 12.3 above.
2. Any person providing therapeutic supervised visitation as a provider independently must also have completed the training specified in section 12.3 for visit supervisors and section 12.5 for providers.

13.0 REFERRALS

13.1 Purpose

13.2 Accepting Referrals

13.3 Declining Referrals

13.1 Purpose

This section sets out the general criteria for accepting or declining cases by a provider.

13.2 Accepting Referrals

1. Referrals may be made by family court or may be from a child protective service agency that has taken custody of a child. In all other situations, including referrals from mental health professionals, mediators, and attorneys, the referral should include a signed agreement by the parents.
2. Referral information must include the reasons for the referral and information on any family issues that may impact on the parent/child contact or the safety of the participants, staff and all others using the Center.
3. If a provider receives a referral that does not cover frequency and duration of parent-child contact, and type of service, the provider must send the issue back to the court or referring agency for clarification.

13.3 Declining Referrals

1. A provider must refuse to accept any case when the safety needs and risks presented by the family cannot be managed. Reasons for declining a referral may include that the provider is not adequately trained, resources are insufficient to provide the type of service requested, or there are safety and/or security risks that the provider cannot manage.
2. A provider will inform the referral source in writing of the reasons for declining any referral, if requested.

- 14.0 INTAKE AND ORIENTATION
- 14.1 Purpose
- 14.2 General Policy
- 14.3 Intake
- 14.4 Orientation by the Provider
- 14.5 Child Preparation by the Parent

14.1 Purpose

This section defines the duties and obligations for conducting intake and orientation.

14.2 General Policy

A provider must include a face-to-face interview with each parent separately during the intake or the orientation.

14.3 Intake

1. A provider must conduct interviews with each of the parents prior to the beginning of service.
2. Parents must be interviewed separately and at different times so that they do not come into contact with each other.
3. A provider must inquire during the intake process about the reasons for the referral and information on any family issues that may impact the parent/child contact or the safety of the participants, staff and others at the Center.
4. A provider must inquire about ongoing or chronic medical conditions of the participants that could affect the health and safety of the child, or the parents, or other participants during parent/child contact.
5. A provider must inform each parent about the limits of confidentiality and request a release of information from each parent allowing the provider to communicate with other individuals and/or agencies designated on the release.
6. A provider must explain the program rules and policies with each parent prior to the beginning of service.
7. A provider must have a service agreement signed by each parent prior to the commencement of service.

14.4 Orientation by the Provider

A provider must conduct an orientation for each client prior to the beginning of service that includes, but is not limited to, the following:

1. Familiarization with the staff and the site/location of the visits;
2. Discussion of the safety arrangements;
3. The plans for service;
4. The reasons for the supervision and that supervision is not the child's fault; and
5. An opportunity for the clients to express concerns.

14.5 Child Preparation by the Parent

1. A provider must give parents written information about preparing their children for supervised visitation services prior to the first visit and in accordance with the child's age and stage of development.
2. The provider's written information for the preparation of the child must include the plans for service, the reasons for supervision, and that supervision is not the child's fault.
3. An exception to describing the plans for service, the reasons for the supervision, and safety arrangements may be made for infants and toddlers.

15.0 STAFF PREPARATION FOR SERVICES

15.1 Purpose

15.2 General Policy

15.3 Conditions for Parent/Child Contact

15.1 Purpose

This section is intended to describe how staff is to be prepared for service delivery and conditions of parent/child contact not covered by a court order.

15.2 General Policy

Providers, including staff or volunteers supervising a visit, must know the reasons for referral, the safety risks associated with the service provision, and the terms and conditions of the service being provided.

15.3 Conditions for Parent/Child Contact

1. A provider must have written policies and procedures regarding conditions of supervised visitation, including, but not limited to, issues such as visitors, toys, food, gifts, photo/video/audio recording, cellular phones, pagers, and toileting. Provider's policies and procedures must not delegate decision-making authority over these conditions entirely to one parent.
2. A provider must be able to speak and understand the language being spoken by the parent and the child being supervised. If the visit supervisor cannot speak and understand the language being spoken by the parent and the child, they must be accompanied by a neutral interpreter over the age of 18.

16.0 INTERVENTIONS AND ENDING A VISIT OR EXCHANGE IN PROGRESS

16.1 Purpose

16.2 General Policies

16.1 Purpose

This section defines the parameters for staff interventions and ending a parent/child visit in progress.

16.2 General Policies

1. A provider must have written policies and procedures for intervening in and ending parent/child visits in progress. The policies must include situations in which the provider determines:
 - a. A child is acutely distressed;
 - b. A parent is not following the program rules set out by the service agreement; and
 - c. A participant is at risk of imminent harm either emotionally or physically.
2. Ending a client's parent/child contact may be a temporary measure and is not the same as termination of services.

17.0 PROVIDER FUNCTIONS FOLLOWING SUPERVISED VISITATION

17.1 Purpose

17.2 Feedback to Parents

17.3 Discussion of Cases with Staff

17.1 Purpose

This section clarifies for staff when to provide feedback to parents and when to conduct staff debriefing.

17.2 Feedback to Parents

1. A provider must inform a parent if there has been an injury to their child, a critical incident during supervised visitation, or an incident that presents a risk to that parent's safety. An exception to section 17.2(1) may be if a critical incident involves a mandatory report to child protective services and child protective services instructs the provider to not inform the parent.
2. A provider must inform a parent if he/she has violated a provider rule which may lead to the suspension or termination of services.

17.3 Discussion of Cases with Staff

Providers, other than private providers with no employees or volunteers, must provide supervision and an opportunity for visit supervisors to discuss visits or exchanges they have supervised.

- 18.0 TERMINATION OF SERVICES
- 18.1 Purpose
- 18.2 Reasons for Termination
- 18.3 Refusal of Child to Visit
- 18.4 Procedures for Termination of Services

18.1 Purpose

This section sets forth the procedural parameters for termination of supervised visitation services.

18.2 Reasons for Termination

A provider must have written policies and procedures that set forth the reasons for which services may be terminated, including, but not limited to:

1. Safety concerns or other case issues that cannot be effectively managed by the provider;
2. Excessive demand on the provider's resources;
3. The parent's failure to comply with the conditions or rules for participation in the program;
4. Nonpayment of program fees; and
5. Threat of or actual violence or abuse.

18.3 Refusal of Child to Visit

1. A provider must have written policies and procedures for situations in which a child refuses to participate in parent/child visits.
2. If a child refuses to visit with the noncustodial party in such a way or for such a period of time that it raises concerns that continuation of services may be detrimental to the child's safety and emotional well-being, then a provider must suspend services pending resolution of the issue.

18.4 Procedures for Termination of Services

When a provider terminates services, the provider must:

1. Inform each parent in writing of the reason for termination of services;
2. Provide written notice, if requested, to the court and/or referring source stating the reason for the termination; and
3. Document the termination and reasons for termination in the case file.

19.0 SPECIAL STANDARDS IN SITUATIONS INVOLVING CHILD SEXUAL ABUSE AND DOMESTIC VIOLENCE

19.1 Purpose

19.2 Child Sexual Abuse

19.3 Domestic Violence

19.1 Purpose

This section is intended to set forth additional conditions for the delivery of services for situations involving child sexual abuse and domestic violence.

19.2 Child Sexual Abuse

1. A provider must have written policies and procedures for the supervision of cases with allegations or findings of sexual abuse that provide for the safety of all participants using the service.
2. Any provider supervising the parent/child contact when sexual abuse has been alleged or proven must have specific training in child sexual abuse and its effect on children.
3. The contact between the visiting parent and the child must be supervised continually one-on-one so that all verbal communication is heard and any physical contact is observed.
4. If there is an allegation of sexual abuse that is under investigation, providers must not accept a referral or must suspend service unless there is a court order to the contrary or an opinion by a sexual abuse expert involved in the case.

19.3 Domestic Violence

1. A provider must have written policies and procedures for supervision of cases with allegations or findings of domestic violence that provide for the safety of all participants using the service.
2. A provider must:
 - a. Develop and implement a plan for safe arrival and departure and safe use of the service for the client at risk;
 - b. Refer victims of domestic violence to a resource expert that can assist and help the victim in developing a personal safety plan.
 - c. Develop and implement policies and procedures that address no shared decision-making, unless in a specific case shared decision making has been explicitly ordered by the court; and

- d. Develop and follow policies regarding no contact or interaction between the parents, unless in a specific case contact or interaction is allowed by order of the court.

20.0 REPORTS TO COURTS AND REFERRING SOURCES

20.1 Purpose

20.2 Factual Reports

20.3 Cautionary Note on All Reports or Observation Notes

20.1 Purpose

This section sets forth standards for submission of reports to the court and referring sources.

20.2 Factual Reports

1. A provider must have written policies and procedures regarding writing and submitting reports to the court or referring source or other entity.
2. A provider who submits reports must ensure all reports are limited to facts, observations, and direct statements made by the parents and not personal conclusions, suggestions, or opinions of the provider.

20.3 Cautionary Note on All Reports or Observation Notes

When submitting any reports or copies of observation notes, a provider must include a cautionary note stating the limitations on the way the information should be used.

- 21.0 CONFIDENTIALITY
- 21.1 Purpose
- 21.2 General Policy Statement
- 21.3 Exceptions to Confidentiality
- 21.4 Parents Rights to Review Records
- 21.5 Requests to Observe or Participate in Supervised Visitation

21.1 Purpose

This section sets forth the parameters and obligations of providers regarding confidentiality and exceptions to confidentiality, provider subpoena, requests from other parties to observe a visit, and parents' and attorney's review of the provider's file.

21.2 General Policy Statement

1. Unlike clients of lawyers, clients of providers do not have a privilege of confidentiality, which protects against having client records subpoenaed by the court or by another party as part of a court proceeding.
2. A provider must have written policies and procedures regarding confidentiality and the limits of confidentiality, including but not limited to the submission of observation notes or reports.
3. A provider must maintain confidentiality and refuse information without written permission, except as set forth under section 21.3 in this document.

21.3 Exceptions to Confidentiality

In the following situations, a provider may release client information without specific client permission:

1. In response to an order of the court;
2. In reports of suspected child abuse and neglect to the appropriate authority as required by law; and
3. In reporting dangerousness or threats of harm to self or others as required by law.

21.4 Parents Rights to Review Records

1. A provider must have written policies and procedures regarding parents' right to review case files in accordance with local, state/provincial and federal laws.
2. A provider must respond to a parent's request to review the case file, while excluding personal and confidential information and any

other information protected by law about the other parent or the child.

21.5 Requests to Observe or Participate in Supervised Visitation

1. Requests from professionals to observe
A provider must develop policies and procedures concerning requests from professional practitioners to observe a visit, including the conditions for the observation of the parent/child contact.
2. Requests from clients to participate
Authorization to participate in a supervised visit must be obtained by court order, or approval of a judicial officer.



GENERAL TERMS AND CONDITIONS MANDATORY FORMULA, BLOCK and ENTITLEMENT GRANT PROGRAMS

Except as noted otherwise, these Terms and Conditions apply to all mandatory grant programs administered by the Administration for Children and Families (ACF), see Appendix A. Please also review the separate program-specific Addendum to these Terms and Conditions applicable to each program.

By acceptance of the individual awards, each grantee agrees to comply with these requirements. Failure to comply may result in the loss of Federal funds and may be considered grounds for the suspension or termination of the grant.

ADMINISTRATIVE REQUIREMENTS

1. These programs are governed by the following Federal regulations:

- **2 CFR Part 376** – Nonprocurement Debarment and Suspension;
- **2 CFR Part 382** – Requirements for Drug-Free Workplace (Financial Assistance);
- **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board;
- **45 CFR Part 30** – Claims Collection;
- **45 CFR Part 75** – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards;
- **45 CFR Part 80** – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- **45 CFR Part 81** – Practice and Procedure for Hearings Under Part 80 of this Title;
- **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
- **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
- **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations;
- **45 CFR Part 91** – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
- **45 CFR Part 93** – New Restrictions on Lobbying;
- **45 CFR Part 95** – General Administration – Grant Programs;
- **45 CFR Part 100** – Intergovernmental Review of Department of Health and Human Services Programs and Activities.

2. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to the mandatory grant programs:

- Section 507: “Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
- Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal

money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

3. *Drug-Free Workplace Requirements*. In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the “Drug-Free Workplace Act of 1988,” all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)
4. *Smoking Prohibitions*. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

5. *Religious Activity Prohibitions*. Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR Part 87)
6. *Lobbying Prohibitions*. Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual’s right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)
7. *Same-Sex Marriage Provisions*. In accordance with the decision in United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

8. Human Trafficking Provisions. These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.
9. Transparency Act Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. (**NOTE:** This requirement became applicable to all mandatory grant programs July 1, 2011.)
10. Federal Awarding Agency Review of Risk Posed by Applicants
As required by 2 CFR 200 of the Uniform Guidance, effective January 1, 2016, ACF is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), <https://www.fapiis.gov>, before making any award in excess of the simplified acquisition threshold (currently \$150,000) over the period of performance. An applicant may review and comment on any information about itself that a federal awarding agency has previously entered into FAPIIS. ACF will consider any comments by the applicant, in addition to other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR § 200.205 Federal Awarding Agency Review of Risk Posed by Applicants (http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1205&rgn=div8).
11. Construction Prohibitions. Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

SUB-RECIPIENTS UNDER GRANTS

12. Grantees are required to determine recipient type when sub-granting or contracting using Federal funds. In accordance with the standards set in 45 CFR 75.351, the determination is based on the substance of the relationship with the grantee, rather than the form of the agreement.
 - The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a subgrantee and is subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Determines who is eligible to receive what Federal financial assistance;
 - b. Has its performance measured against whether the objectives of the Federal program are met;
 - c. Has responsibility for programmatic decision making;
 - d. Has responsibility for adherence to applicable Federal program compliance requirements;
 - e. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
 - The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a vendor or contractor and is not subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Provides the goods and services within normal business operations;
 - b. Provides similar goods or services to many different purchasers;
 - c. Operates in a competitive environment;
 - d. Provides goods or services that are ancillary to the operation of the Federal program;
 - e. Is not subject to compliance requirements of the Federal program.

13. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.) Grantees must include a similar term and/or condition for all sub-awards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grantee must consult the ineligible parties list to ensure that organizations under funding consideration are not ineligible. The list is available on the System for Award Management website: <https://www.sam.gov>.
14. Each grantee is responsible for monitoring grant, sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity. (See 45 CFR 75.342.)
15. Each grantee is required to advise sub-recipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements or contracts as well as any supplemental requirements imposed by the grantee. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75
- Cost principles for non-profit organization and educational institution sub recipients are found at 45 CFR Part 75 Subpart E.
 - Cost principles for commercial vendor or subcontractor sub recipients are found at 48 CFR Part 31.
16. Grantees must ensure that any non-Federal sub-recipient that expends Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F.

NON-FEDERAL SHARE OF PROGRAM FUNDING

17. For some mandatory grant programs, the grantee is required to provide a portion of program funding, as specified in Federal law.
- In most instances, all of the non-Federal share of funding for these programs will be appropriated specifically for that purpose by a State legislature or provided through other grantee funding sources;
 - Third party in-kind contributions may not be used as the non-Federal share of any program expenditure, unless specifically allowed for that purpose in the Federal statute applicable to that program
 - Donated funds may be used as the non-Federal share under the following conditions:
 - a. The donor may specify the activities to be supported by the donation, but may not be a sponsor or operator of the specified activity. Any specified activity must be an allowable expense under all applicable laws, regulations and policies governing these programs;
 - b. The donor may specify the geographic area in which the specified activity is to be provided;

FINANCIAL REPORTING

17. *Periodic Reports.* Grantees are required to file periodic financial reports either quarterly, semiannually or annually for each program, in accordance with specific program requirements.
18. *Required On-Line Reporting.* All periodic financial reports for all mandatory grant programs must be submitted electronically through the ACF On Line Data Collection (OLDC) system. Grantees must not

submit duplicate copies either by mail, by fax or as an email attachment of any reports submitted through OLDC. (**NOTE:** See ACF Office of Grants Management Action Transmittal, OGM-AT-13-01, issued September 25, 2013.) Beginning FY 2016, the ACF requires submitting financial reports SF-425 only, through PMS in a consolidated single reporting system. Both, the cash transaction (Lines 10 a, b and c) and the expenditures, obligations and liquidations (Lines 10 d through 10 o).

19. **Obligation Deadline.** Unless superseded by program-specific statute or regulations or by other ACF program-specific policies, it is Office of Grants Management policy that the deadline for obligating Federal funds for mandatory grant programs is last day of the fiscal year following the fiscal year for which the award is issued. Example: Funds for an award issued for Fiscal Year 1 must be obligated no later than the final day (September 30) of Fiscal Year 2.
20. **Liquidation Deadline.** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.309(b), the deadline for liquidating Federal funds is 90 days after the end of the funding (project) period. For awards issued on an annual fiscal year basis, this deadline will be **December 30** – 90 days following the end of the fiscal year on September 30.
21. **Report Submission Deadline.** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.341, the deadline for submitting the required Federal reporting form varies based on the frequency of the award. For programs with awards issued on a quarterly basis, the deadline is 30 days after the end of each quarter (i.e., by January 30, April 30, July 30 and October 30). For programs with awards issued on an annual fiscal year basis, the deadline is 90 days after the end of each fiscal year (i.e., by December 30). (See “Required On-Line Reporting” above.)

GRANT PAYMENTS

22. Payments under these grants will be made through the Department of Health and Human Services’ Payment Management System (PMS). The State must comply with requirements imposed by the PMS on-line system. Please direct any questions concerning grant payments to the payment office. (See “Important Addresses,” below).

IMPORTANT ADDRESSES

- Financial Office: Administration for Children and Families
Office of Grants Management
Division of Mandatory Grants
330 C Street, SW Mailstop 3127
Washington, DC 20201
Fax: (202) 401-5644
- Payment Office: U.S. Department of Health and Human Services
Payment Management Services
Payment Management System (PMS)
P.O. Box 6021
Rockville, Maryland 20852
Contact: PMS Help Desk
Phone: (877) 614-5533
Internet site: <http://www.dpm.psc.gov>

IMPORTANT NOTE: The Office of the Inspector General of the U.S. Department of Health and Human Services maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services’ programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information

provided through the Internet web site is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

OIG Hotline

- Phone: 1-800-HHS-TIPS
- Online: oig.hhs.gov/report-fraud

Appendix A Mandatory Grant Programs – Administration for Children and Families

Administration of Children, Youth and Families

- | | |
|---|---|
| 1. Abstinence Education | (Title V of the Social Security Act) |
| 2. Adoption Assistance | (Title IV-E of the Social Security Act) |
| 3. Adoption Incentive Payments | (Title IV-E of the Social Security Act) |
| 4. Chafee Education and State Vouchers | (Title IV-B of the Social Security Act) |
| 5. Chafee Foster Care Independence | (Title IV-B of the Social Security Act) |
| 6. Child Abuse and Neglect | (CAPTA - Child Abuse Prevention and Treatment Act) |
| 7. Children's Justice Act | |
| 8. Community-Based Family Resource and Support | (CAPTA - Child Abuse Prevention and Treatment Act) |
| 9. Family Violence Prevention and Services | |
| 10. Foster Care | (Title IV-E of the Social Security Act) |
| 11. Guardianship Assistance | (Title IV-E of the Social Security Act) |
| 12. Personal Responsibility Education | (Title V of the Social Security Act) |
| 13. Promoting Safe and Stable Families | (Title IV-B of the Social Security Act) |
| 14. PSSF Caseworker Visitation | (Title IV-B of the Social Security Act) |
| 15. State Court Improvement – Basic | (Title IV-E of the Social Security Act) |
| 16. State Court Improvement - Data | (Title IV-E of the Social Security Act) |
| 17. State Court Improvement – Training | (Title IV-E of the Social Security Act) |
| 18. Statewide Domestic Violence Coalition | (FVPSA - Family Violence Prevention and Services Act) |
| 19. Stephanie Tubbs Jones Child Welfare Social Services | (Title IV-B of the Social Security Act) |

Office of Child Care

- 20. Child Care Development Fund – Mandatory and Matching
- 21. Child Care Development Fund – Discretionary
- 22. Tribal Construction

Office of Community Service

- 23. Community Service Block Grant
- 24. Low Income Home Energy Assistance
- 25. Low Income Home Energy Assistance - Leveraging
- 26. Low Income Home Energy Assistance – Residential Energy Assist Challenge
- 27. Social Services Block Grant

Office of Child Support Enforcement

- | | |
|--|---|
| 28. Child Support Enforcement – States | (Title IV-D of the Social Security Act) |
| 29. Child Support Enforcement – Tribes | (Title IV-D of the Social Security Act) |
| 30. State Access and Visitation | (Title IV-D of the Social Security Act) |

Office of Family Assistance

- | | |
|---|---|
| 31. Native Employment Works | (Title IV-A of the Social Security Act) |
| 32. Temporary Assistance for Needy Families - States | (Title IV-A of the Social Security Act) |
| 33. Temporary Assistance for Needy Families - Territories | (Title IV-A of the Social Security Act) |

- 34. Temporary Assistance for Needy Families – Tribes (Title IV-A of the Social Security Act)
- 35. Temporary Assistance for Needy Families - Contingency (Title IV-A of the Social Security Act)

Office of Refugee Resettlement

- 36. Cash and Medical Assistance
- 37. Social Services
- 38. Cuban / Haitian Entrants
- 39. Services to Elderly Refugees
- 40. Targeted Assistance



*DELAWARE HEALTH
AND SOCIAL SERVICES*

Division of State Service Centers,
Office of Community Services

FAMILY VISITATION PROGRAM SLIDING SCALE SERVICE FEE SCHEDULE

The Vendor will collect, at a minimum, the following service fees from the visiting parent(s) or from parties as dictated by The Family Court, according to the sliding scale fee schedule listed below. The Vendor may allow exceptions to the collections of fees on an individual case-by case basis. Reasons for exceptions should be documented appropriately. **Exceptions must not deviate from any Court Order requirement regarding the payment of fees.**

SLIDING SCALE FEE SCHEDULE			
Annual Income	Monitored Exchange	On-site Group Visitation	On-site Individual Visitation
\$0 - \$19,999	\$4.00	\$12.00	\$14.00
\$20,000 - \$24,999	\$8.00	\$18.00	\$24.00
\$25,000 - \$29,999	\$10.00	\$26.00	\$30.00
\$30,000 - \$34,999	\$14.00	\$34.00	\$40.00
\$35,000 - \$49,999	\$18.00	\$42.00	\$50.00
\$50,000 +	\$20.00	\$50.00	\$60.00

**FAMILY VISITATION CENTER
BUDGET INSTRUCTIONS**

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1. General Budget Guidelines

Please read these guidelines thoroughly before beginning to complete the budget workbook.

Organizations are required to complete a Budget Form to determine the appropriateness of agency costs allocated to DSSC contracts, and to assist DSSC in making cost comparisons among similar programs and services. Those contracts include cost reimbursable contracts and contracts that have previously been cost reimbursable but have been converted to a unit cost contract. A separate budget form must be filled out for each program or facility funded in this contract.

1.1 Types of Costs

The total cost of contracts is comprised of the allowable program costs, plus the allocable portion of agency administrative costs. Therefore, for purposes of this budget form, contracted costs are categorized into those two separate and distinct types: Program Costs and Administrative Costs. Definitions of these costs are provided below. Certain costs incurred by contractors may be deemed unallowable for inclusion in DSSC contracts and, therefore, should not be included in the proposed budget on the Budget Form. These are enumerated later in this document.

- 1.1.1 Program Costs-**Program costs are defined as those costs incurred in the provision of services to clients (for a further discussion of the difference between program costs and administrative costs of personnel). Examples of program costs are: salaries and applicable other employment costs, travel, contractual services (such as telephone, postage, and rent), supplies, and capital outlay/equipment.

One method of distinguishing administrative personnel from program service personnel is by their proximity to client services. For instance service workers would include staff working with clients and their supervisor, if they spend 100% of their time in supervision. As appropriate, the next level of supervision/management may also be considered as part of the program staff if their principal accountability is related to the on-site oversight of the program. All levels of personnel above this level should be considered administrative staff. Full Time Equivalent (FTE) positions should be prorated if they spend time working in multiple programs.

Certain costs, such as those for space or utilities, can be either administrative or program-related, depending on what type of employee occupies the space.

- 1.1.2 Administrative Costs-** Administrative costs are defined as those costs incurred to provide central support functions to the service components of the program. Administrative costs are those that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature that do not relate solely to any major program area of the organization. In general, administrative costs cannot be readily identified to a specific program objective without effort disproportionate to the results. This category may also include the allocable share of salaries and fringe benefit costs, operation and maintenance expense, depreciation and use allowances, and interest costs. Examples of costs that fit in this category



Family Visitation Budget Instructions

include central office functions, such as the director's office, the office of finance, business services, budget and planning, personnel, payroll, safety and risk management, general counsel and management information systems.

1.2 Unallowable Costs

DSSC will not pay for the following costs:

- 1.2.1** Costs incurred before the effective date or after the termination date of any contract.
- 1.2.2** Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.
- 1.2.3** Costs incurred in violation of any provision of the contract or the Operating Guidelines (if available).
- 1.2.4** Costs of acquisition, renovation or improvement of facilities or land. Ongoing costs of facility maintenance and repair are distinguished from improvement and are allowable.
- 1.2.5** Costs of political activities, including: transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.
- 1.2.6** Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include: maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
- 1.2.7** Interest payments, late payment fees and penalties charged by vendors as a result of late payments.
- 1.2.8** Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
- 1.2.9** Costs that violate any requirement or are identified as a prohibited activity in the Scope of Work (Appendix B of Contract / RFP).
- 1.2.10** Costs that violate any applicable Federal or State statute or regulation.

In determining unallowable costs listed as 1.2.1-1.2.8, DSSC used, Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which replaced OMB (Office of Management and Budget) Circulars A-21, A-87 and A-122 Federal Cost Principles on December 26, 2013. A copy of this document is available at the following link:

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5>

2. General Information Regarding Budget Workbook

The budget workbook is a standardized format for the Family Visitation contracts under the Division of State Service Centers, Office of Community Services (DSSC)



- 2.1 The budget is an Excel workbook. The workbook consists of:
 - 2.1.1 Salary Worksheet;
 - 2.1.2 Budget Worksheet;
 - 2.1.3 Budget Narrative
- 2.2 Portions of the budget workbook and its worksheets are automated. Some items are calculated by the worksheet and some are transferred from other areas of the worksheet and workbook. As a result, the Salary and Budget worksheets require the most entries and time. Questions should be directed to the appropriate DSSC program manager.
- 2.3 A complete budget workbook must be submitted as part of the Request for Proposal (RFP) Appendix C-Business Proposal or during the annual contract renewal/amendment process as requested by DSSC. If part of the contract, the budget workbook is listed under Appendix C-of the contract.
- 2.4 Develop a methodology for allocation of costs to each funding stream. This will speed the completion of the salary, fringe benefit and budget worksheets. In reviewing the budget proposal, DSSC may ask for an explanation of the methodology.
- 2.5 The program manager will provide additional instructions as appropriate.

3. Definitions

- 3.1 Funding stream refers to the source of funds for each service/program.
 - 3.1.1 Requested Funds: legislative and federal appropriations administered by DSSC.
 - 3.1.2 Other Resources: any other funding sources the agency utilizes to cover expenses.
 - 3.1.3 Program Income: client fees; payments from staff and guests for the full cost of meals consumed; income earned from contract supported activities, such as the sale of arts and crafts, bazaars, dinners, dances, and any other fund-raising activity supported by contract funds; interest income earned from program funds.
 - 3.1.3.1 Budgeting Program Income: In this budget process, program income is built into the budget. A reasonable estimate of the program's program income must be made at the beginning of the process. The estimate is based on the agency's program income history. If the trend over each of the last three years has been an increase of 5% per year, use that percent in your estimations. If total program income has gone up and down over the last 3 -5 years, use the 3- 5 year average as the basis for the estimate.
- 3.2 Indirect Costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs of a specific program/service or other ultimate or revenue producing cost centers. If the agency wants to charge an indirect cost, it must have a federally approved indirect cost rate. A copy of the federal approval must be submitted as part of the business proposal of the RFP. Indirect costs should not exceed a level beyond the DSSC approved 12-15%.
- 3.3 Direct costs are costs that can be identified specifically with a project and therefore are charged to that project. The accounting system records these costs as they are incurred within the series of accounts assigned for that purpose and further distribution is not required.

4. Instructions for Completing the Budget Workbook

- 4.1 Before beginning – save the budget workbook file with a new name for each service/program.
- 4.2 Family Visitation Service Providers must complete “Requested Funds”; “Other Resources”; and “Program Income” columns.



4.3 No entries are needed or permitted in the areas shaded blue, green, purple, yellow, brown, or orange.

5. Salary Worksheet

5.1 The first step in the development of the budget is to complete the Salary Worksheet.

5.2 In the boxes provided at the top of the page, enter the Agency Name, for this budget.

Column

5.3 A. Name of Staff In this Column list the name of each person scheduled to work on the project. If this is a new position or currently a vacant position, put “To Be Hired” in this Column.

Group the staff into two sections:

- DIRECT STAFF: (intake staff, staff providing the services to the clients under this contract, etc.).
- INDIRECT STAFF: (support staff, staff that is not directly providing the services but are necessary for the overall operation of the agency that provides the services under this contract, like accounting, CEO, etc.).

5.4 B. Title/Position In this Column, enter the title or position of each person.

5.5 C. FTE **Enter** the Full Time Equivalent for each position listed from the perspective of the agency regardless of how many hours are spent on this contracted service.

For example, if the standard workweek for your agency is 40 hours per week and person #1 will work only 30 hours per week for your agency, enter 0.75. If person #2 will work 40 hours per week for your agency, enter 1.0.

5.6 D. Annual Salary Enter the **total annual salary** for each individual. This may be more than the salary paid from project funds. For positions “To Be Hired”, enter the salary to be paid from the estimated time of hire until the end of the contract year.

The annual salary is the payment for the total number of times the employee works for the agency as a whole, not just for this contract.

5.7 E. % of Time on Project This is the percent of the individual’s total work time that is spent on this project.

5.8 F-H. Salary Breakouts In Columns F through H, indicate the dollar amount of salary paid from each funding stream used in this contract, as appropriate. The individual’s salary may be paid from just one funding stream or more than one. For example, part of salary is paid with Requested funds and the balance by Other Resources.

5.9 I. Total Contract Salary This Column calculates sum of Columns F through H.



Family Visitation Budget Instructions

5.10 Line 61 Totals The totals are automatically calculated for each Column.

In Column Q the positive total value will change the cell Q61 red to warn that funds requested for salaries exceed the allowed amount according to the data entered in Columns C, D, E and G through O.

6. Budget Worksheet

Budget Worksheet Note:

Sections C-1 and C-2 are automatically imported from the Salary Worksheet for columns D-F. For sections C-3 through C-7, no entries are needed or permitted in the colored areas.

6.1 Administration Column In this column enter the dollar value of the administrative cost not included in the "Total" column for each line item. Administrative costs are those costs of doing business which are not direct service costs.

If the agency has an indirect cost rate, no entry should be made in this column for any line item that is included in the indirect cost rate.

6.2 Other Resources Column If the agency is utilizing other resources to cover the expenses of this program, enter the dollar value of each additional resource that is going to be utilized for this line item.

6.3 Section C-3 Travel and Training Expenses

6.3.1 Line 12 Line 12 is the sum of lines 13 through 15. The values for this line are automatically calculated.

6.3.2 Line 13 Mileage Mileage expense is the projected number of miles that will be driven by staff and volunteers in their personal vehicles for agency purposes multiplied by the rate per mile reimbursement. This rate cannot exceed the State of Delaware's maximum allowable of forty cents (\$0.40) per mile. If an agency chooses to exceed the maximum, it may do so as long as the amount over the maximum is paid by the agency from other sources.

Enter the value of the total number of miles multiplied by the reimbursement rate under appropriate funding stream(s), Columns D through F.

Use the Budget Narrative C-3 Mileage to identify the quantity of the miles that the agency is projecting to use.

For example, if agency projects 100 miles to be driven by the staff under this project, then enter 100*\$0.40=\$40.00.

6.3.3 Line 14 Training Enter the cost of staff training for this project under appropriate funding stream(s).



Family Visitation Budget Instructions

- 6.3.4 Line 15 (Other specify) Use this line if you need to specify additional Travel or Training Cost. In the Column B, instead of Other (specify), enter the name of the travel or training budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.4 Section C-4 Contractual
- 6.4.1 Line 16 Line 16 is the sum of Lines 17 through 32. The values for this line are automatically calculated.
- 6.4.2 Line 17 Rent Enter the cost of space rental under appropriate funding stream(s). Use the Budget Narrative C-4 Rent to identify each space rented, the square footage and the cost per square foot.
- 6.4.3 Lines 18-24 Electricity Heat Telephone/Internet Utilities (Other) Printing/Advertising Postage Insurance Enter the cost for each line item under appropriate funding stream(s).
- 6.4.4 Line 25 Repairs Enter the cost of repairs under appropriate funding stream(s). Use the Budget Narrative C-4 Repairs to describe the proposed repairs and the need for them.
- 6.4.5 Line 26 Audit Enter the cost of Audit under appropriate funding stream(s). Use the Budget Narrative C-4 Audit to describe what audit fees and what percent of the audit fees agency is allocating to the project expense.
- 6.4.6 Lines 27-32 Other (specify) Use this line if you need to specify additional Contractual Costs. In the Column B, instead of Other (specify), enter the name of the contractual budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.5 Section C5 Supplies
- 6.5.1 Line 33 Line 33 is the sum of the lines 34 through 43. The values for this line are automatically calculated.
- 6.5.2 Lines 34-39 Office Supplies Program Supplies Janitorial Supplies Building Supplies Medical Supplies Meals Enter the cost for each line item under appropriate funding stream(s).

- 6.5.3** Lines 40-43
Other (specify) Use this line if you need to specify additional Supplies Costs. In the Column B, instead of Other (specify), enter the name of the supply budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.6** **Section C6** **Equipment/Other Direct Costs**
- 6.6.1** If replacement or additional equipment is being requested, use the Budget Narrative to provide details on the specific piece of equipment requested and explain why it is needed.
- 6.6.3** Line 44 Line 44 is the sum of lines 45 through 47. The values for this line are automatically calculated.
- 6.6.6** Lines 45-47
Other (specify) Use this line if you need to specify additional Equipment/Other Direct Costs. In the Column B, instead of Other (specify), enter the name of the direct cost budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.7** **Section C7** **Indirect Costs**
Explain how Indirect Cost was determined.
- 6.8** **Section C8** **Total Budget**
The values for this line are automatically calculated.

7. Budget Narrative

**Budget
Narrative
Supplement Note:**

For each section of the Budget Worksheet, use the Budget Narrative Worksheet to explain how a particular cost was calculated, explain why a certain cost is necessary or provide more information to clarify items in “Other Specify”. This is the budget justification and narrative.

The amount requested to DSSC for each Section will appear to the right of each Section heading on the Budget Narrative.

- 7.1** **C1** **Staff Salaries**
Explain how staff salaries were determined and allocated to this project. Explain any increases/decreases in salaries from the previous contract with the State (if applicable).
- 7.2** **C2** **Staff Fringe Benefits**
In the Additional Narrative Section, explain how the fringe benefits were determined. Explain any increase/decrease in fringe benefits from the previous contract with the State (if applicable). Provide detail on the items included in the fringe benefits, and the percent and dollar amount of each item.

Complete the Fringe Benefits Classification table.

Example:

Fringe Benefit Classification	Amount	Percent
FICA	\$16,000	8%
Health Insurance	\$24,000	12%
Workers Compensation	\$10,000	5%
Total Fringe Benefits	\$50,000	25%

7.3 C3

Travel/Training

7.3.1 Travel

Explain Mileage in the Narrative Portion and enter the quantity of the estimated miles for this program into the Mileage cell. Please make sure that the dollar value in Total Mileage matches with the total amount given for Mileage on Budget Worksheet Line 13.

Example: Mileage x 0.40(DSSC Max) = Total

7.3.2 Training

Mileage 4,000.00 Rate **\$0.40** Total Mileage = **\$1,600**

For the training narrative please give a detailed description of the training allocated on the Budget Worksheet.

7.3.3 Other (Specify)

Identify and explain the cost.

7.4 C4

Contractual

7.4.1 Rent

Identify the square footage and the cost per square foot for **each space rented**.

Example: Sq. Footage x Cost/sq. ft. = Total
 2000 sq. ft. x \$10/sq. ft. = \$20,000

In Cell called "Total Months Charged to Rent" enter the total months included in the contract. If this budget is for the entire year, the total months entered should be twelve (12). If this contract budget is for a shorter or longer period than a year, agency must enter the total months included in the budget.

In the Additional Narrative portion, please explain how the rent was determined and allocated to the project.

- 7.4.2** Electricity
 Heat
 Telephone/Internet
 Utilities (Other)
 Printing/Advertising
 Postage
 Insurance

Explain how these costs were determined and allocated.

- | | | |
|--------------|---|---|
| 7.4.3 | Repairs | Describe the proposed repairs and the need for them. |
| 7.4.4 | Audit | Explain how these costs were determined and allocated to the program. |
| 7.4.5 | Other (Specify) | Identify and explain each cost. |
| 7.5 | C5 | Supplies |
| 7.5.1 | Office Supplies
Program Supplies
Janitorial Supplies
Building Supplies
Medical Supplies | Explain how these costs were determined and allocated. |
| 7.5.2 | Meals | Enter Price per Meal and number of Meals into dedicated cells. Explain how these costs were determined and allocated. Make sure that total dollar amount matches with the value given on Budget Worksheet Line 39 |
| 7.5.3 | Other (Specify) | Identify and explain each cost. |
| 7.6 | C6 | Equipment & Other Direct Costs |
| | | If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed. |
| 7.6.3 | Other (Specify) | Identify and explain each cost. |
| 7.7 | Column E | Program Income |
| | | Explain how Program Income was determined. |
| 7.8 | Column F | Other Resources |
| | | Explain what the other resources are and how they are allocated to this project. |
| 7.10 | C7 | Indirect Costs |
| | | Explain how Indirect Cost was determined. |
| 7.11 | C8 | Total Budget |
| | | The values for this line are automatically calculated. |