

STATE OF DELAWARE
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF SUBSTANCE ABUSE & MENTAL HEALTH

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Innovation RFP: Integrated Housing and Services for People with BH Needs
ISSUED BY Division of Substance Abuse and Mental Health
CONTRACT NUMBER HSS-20-019

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I. Overview

The State of Delaware Department of Health & Social Services, Division of Substance Abuse & Mental Health (DSAMH), seeks professional services for housing bidders with models which include service-integrated recovery housing for individuals with behavioral health (BH) needs. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to this RFP (year 1) is outlined below:

Public Notice	Date: December 24, 2019
Deadline for Questions	Date: January 17, 2020
Response to Questions Posted by:	Date: January 31, 2020
Deadline for Receipt of Proposals	Date: February 28, 2020 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: March 27, 2020

1). This is an open and continuous RFP. Following this initial advertisement, DSAMH will accept applications between March 1st and March 31st and September 1st through September 30th of each calendar year. Awarded vendors will be notified within 30 days of the submission deadline.

2). 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.

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II. Scope of Services

A. Description of Services

1. Bidders will provide innovative residential and recovery support housing with integrated treatment services that address health disparities for individuals living with Serious Mental Illness (SMI), Substance Use Disorder (SUD) including intravenous drug use, and high-risk populations, including individuals residing in rural areas, aging populations, transition age youth, pregnant women, families, individuals with Opioid Use Disorder (OUD), and culturally diverse populations..
2. Bidders will provide detailed information about innovative housing solutions that include the provision of recovery support with accessible services, both medical, and non-medical, based on needs rather than on insurance status or the initial diagnosis of the individual.
3. Bidders will ensure that solutions include recovery housing support with additional integrated services that meets the following defined Levels of community care, at a minimum:
 - group homes
 - National Association of Recovery Residences (NARR) Level IV Support Services
 - American Society of Addiction Medicine (ASAM) Level 3.1.
4. Bidders will ensure that all proposed solutions are consistent with applicable regulations, standards, procedures, and best practices and include a continuum of housing step-down approaches.
5. Bidders are encouraged to include community partnerships and innovative solutions for recovery housing support and integrated services that connect individuals with BH needs to greater access to services and supports on the continuum of care.
6. Bidders should include comprehensive case management (including outreach) incorporated and integrated with the residential treatment unit, coordination and collaboration with other health care providers, including primary care, and community-based social support and recovery services.
7. Bidders are expected there will be meaningful continuing care collaboration and coordination of care with, primary care providers, existing outpatient services, recovery housing resources, as well as other community treatment resources.
8. Bidders will describe the integrated care model including details about the proposed evidence-based practices, published source (e.g., NIDA, SAMHSA, NIAAA), intended population, and staff organization charts.

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9. Bidders will include its approach to ensuring individuals currently receiving FDA approved medication for behavioral health needs will be admitted to all residential treatment units.

10. Bidders will include a formal plan for identifying, evaluating and correcting deficiencies in the quality and quantity of services which shall include proposed vendor "performance targets; how these will be evaluated, tracked and reported; and include an understanding that DSAMH will be involved in setting up these performance targets.

Please see Attachment B for the full Scope of Work and Technical Requirements.

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. Bidders shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

3. Complete all appropriate attachments and forms as identified within the RFP.

4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).

B. General Evaluation Requirements

1. Experience and Reputation
2. Leadership and Expertise (related to the scope of work described in Attachment B)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)

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5. Completeness of response
6. Soundness of approach (e.g. use of evidence-based practices)
7. Sustainability
8. Partnerships with other vendors
9. Pricing
10. Bonus points will be awarded based on the following:
Vendor's ability to address cultural competency and health equity with criteria as outlined in the Corporation for Supportive Housing and National Homeless Alliance "Addressing Health Equity through Health and Housing Partnerships"

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 Bidders with a Disability

Bidders 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. Bidders should rely only on written statements issued by the RFP designated contact.

Dominique Puleio
1901 N. DuPont Highway
Springer Building
New Castle, DE 19720

DHSS_DSAMHCONTRACTS@STATE.DE.US

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To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. 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. Bidders directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

6. 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.

7. 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) Known 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.

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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 six (6) paper copies and four (4) electronic copy on CD or DVD media disk.

HARD COPIES

Each required copy must contain the following sections:

1. Technical Proposal
2. Business Proposal/Budget – Budget must not be included in or attached to the Technical Proposal.

ELECTRONIC COPIES

Each required CD or DVD must contain a minimum of two files as follows:

1. Technical Proposal – One document in PDF or Word Format
2. Business Proposal – In Excel or Word

This is an open and continuous bid opportunity. All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time)** on February 28, 2020 for initial proposals. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Kimberly Jones
Purchasing Services Administrator
Department of Health and Social Services
Procurement Branch
Main Admin Bldg., Sullivan Street

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**2nd floor –Room #257
1901 N. DuPont Hwy
Herman Holloway Campus
New Castle, DE 19720**

dhss_dms_dmsprocure@delaware.gov

Bidders are directed to clearly print “BID ENCLOSED**” and “**CONTRACT NO.HSS-20-019**” on the outside of the bid submission package.**

Bidder name should also be clearly visible on the outside of the 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 and any costs for returned proposals. 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 bidders 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 for the initial submission only. The State of Delaware reserves the right to ask for an extension of time if needed.

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6. Late Proposals

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

7. Proposal Opening

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

The Agency will conduct a public opening of proposals and complete a public log 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 bidders 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.

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11. Confidentiality of Documents

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

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

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain enough 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, bidders 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

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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

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

13. Multi-Vendor Solutions (Joint Ventures)

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

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

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 bidders 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.18 regarding multiple source contracting.

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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, bidders 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 bidders 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, bidders assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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

15. Discrepancies and Omissions

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

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.

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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 January 17, 2020. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by January 31, 2020. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

16. State's Right to Reject Proposals

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

17. State's Right to Cancel Solicitation

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

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

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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 bidders 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

Bidders 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 bidders 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. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 bidders will be notified in writing of their selection status.

26. Cooperatives

Bidders, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence**

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.

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which bidders meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more bidders during the same period and may, at its discretion, terminate negotiations with any or all bidders. 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\(b\)](#), 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 bidders 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.

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- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:

3. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. In addition to other pass/fail criteria described in this request for proposal, bidders must achieve 75% of total points to be selected for negotiations and contracting. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Points/Weight
<p><u>Experience and reputation:</u> The qualifications and experience of the organization and persons to be assigned to the project. References and/or Letters of Support should be included.</p>	10
<p><u>Expertise related to the Scope of Work (Attachment B):</u> Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.</p>	15
<p><u>Capacity to meet requirements:</u> Ability for organization to serve individuals, including financial soundness, staff capacity and staff to resident ratio</p>	10
<p><u>Completeness of response:</u> Response fully addresses all requirements.</p>	10
<p><u>Soundness of Approach:</u> Response describes a model which provides details about evidence base practices, integrated recovery housing and services which fully supports a continuum of care and quality of life at the appropriate ASAM Level of Care (3.1-4.0) and in alignment with the NARR standards.</p>	25
<p><u>Sustainability:</u> Evidence is provided which supports long-term sustainability of the organization and model proposed. Include potential income projections substantiated by prior project management of similar scope and content.</p>	10
<p><u>Partnerships with other bidders:</u> Model includes community partnerships with one or</p>	10

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Criteria	Points/Weight
more bidders in a significant role within the model.	
<p>Pricing: (Please note, final rates/pricing will be determined at the time of contracting in discussions with DSAMH).</p> <p>Total contract reimbursement will be determined by base pricing plus incentives. Bidders are encouraged to propose models with incentive pricing components (with quality and performance-based rates which are graduated based on quality metrics and connections to other access points on the care continuum).</p>	10
Total:	100
<p>Bonus points will be awarded based on the following:</p> <ol style="list-style-type: none"> 1. vendor's ability to address cultural competency and health equity with criteria as outlined in the Corporation for Supportive Housing and National Homeless Alliance "Addressing Health Equity through Health and Housing Partnerships."¹ (e.g. having staff that are representative of the population) 2. focus on high risk-populations such as individuals residing in rural areas, aging populations, transition age youth, pregnant women, families and those with children over the age of ten, and culturally diverse populations. 3. vendor's ability to leverage other public-private partnerships and any in-kind funding sources to complement the proposed model. 	15
Total	115

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Bidders must circle Yes or No to the following questions and include the answers in their response.	
1) Does the bidder have a Supplier Diversity plan currently in place?	Yes/No
2) Does the bidder have any diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors?	Yes/No
3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.	Yes/No
Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.	

Bidders 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.

4. 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.

5. 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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6. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected bidders 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 bidders 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 the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. 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. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

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4. General Information

- a. The term of the contract between the successful bidder and the State shall be for one year with four 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. Bidders will be required to sign the contract for all services and may be required to sign additional agreements.
- c. The selected vendor or bidders will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- h. Bidders are not restricted from offering lower pricing at any time during the contract term.

5. 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.

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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.

6. Lobbying and Gratuities

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

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

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

7. Solicitation of State Employees

Until contract award, bidders 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. Bidders may not knowingly employ a

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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.

8. General Contract Terms

a. Independent Contractors

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

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

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

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

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

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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 Bidders shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged, nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

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

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

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

e. Notice

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

**Delaware Division of Substance Abuse and Mental Health
Herman M. Holloway Sr. Health and Social Services Campus
Contracts Unit
1901 N. DuPont Highway, New Castle, DE 19720
Springer Building**

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") 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);

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- 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. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.
 - a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
 - c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;

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2. \$250,000 for property damage to others;
3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

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

**Delaware Division of Substance Abuse and Mental Health
Herman M. Holloway Sr. Health and Social Services Campus
1901 N. DuPont Highway, New Castle, DE 19720
Springer Building
Attention: Contracts Unit**

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said

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additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

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

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided 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. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond Requirement.

k. 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

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performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

i. Warranty

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

m. 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%).

n. Price Adjustment

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial 1-year period, the Delaware Department of Health & Social Services, Division of Substance Abuse & Mental Health shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

o. Liquidated Damages

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

p. Dispute Resolution

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At the option of, and in the manner prescribed by the Delaware Department of Health & Social Services, Division of Substance Abuse & Mental Health 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, Agency 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 Agency, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Agency Director, for final and binding arbitration. Agency 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.

q. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section 8.o above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

r. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Delaware Department of Health & Social Services, Division of Substance Abuse & Mental Health.

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

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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.

s. 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

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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.

t. 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.

u. Vendor Activity

No activity is to be executed in an offshore 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.

v. 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 the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Delaware Department of Health & Social Services, Division of Substance Abuse & Mental Health.

w. Personnel, Equipment and Services

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

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

y. 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 bidders. 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.

z. Work Product

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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.

a. 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.

b. 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, Bidders 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.

c. Severability

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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.

d. 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.

e. 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.

f. 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.

g. 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

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in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

h. IRS 1075 Publication (If Applicable)

1. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

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The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data. (Include any additional safeguards that may be appropriate)

2. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

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the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ii. 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

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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. Bidders 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. **W-9** - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to bidders. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-20-019** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Bidders 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.
14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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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, require, and/or *must* are used to designate a mandatory requirement. Bidders 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.

VII. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application

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- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 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 bidders. 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 and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Department of Health and Social Services, Division of Substance Abuse and Mental Health with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in 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, Bidders 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

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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 vendorousage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

Contract No. HSS-20-019

Contract Title: Innovation RFP: Integrated Housing and Services for People with BH Needs

NO PROPOSAL REPLY FORM

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: _____

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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-20-019
CONTRACT TITLE: Innovation RFP: Integrated Housing and Services for People with BH Needs
DEADLINE TO RESPOND: February 28, 2020 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 Substance Abuse and Mental Health.

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 Substance Abuse and Mental Health

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
 (Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

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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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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 5

Contract No. HSS-20-019

Contract Title: Innovation RFP: Integrated Housing and Services for People with BH Needs

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:

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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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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: vendusage@delaware.gov

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Attachment 9



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

New Address for OSD:

Office of Supplier Diversity (OSD)

State of Delaware

Division of Small Business

820 N. French Street, 10th Floor

Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://gss.omb.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business

99 Kings Highway

Dover, DE 19901

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Phone: 302-739-4271

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

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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. The transmittal letter must also attest to the fact, at a minimum, that the vendor shall not store or transfer non-public State of Delaware data outside of the United States.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Bidders 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 criterion listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

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

Bidders shall provide proposal packages in the following formats:

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1. Six (6) 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. Four (4) electronic copy of the vendor proposal saved to CD or DVD media disk. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

SCOPE OF WORK

The Delaware Department of Health & Social Services, Division of Substance Abuse & Mental Health (DSAMH) recognizes the role of supportive recovery housing and integrated services for individuals with behavioral health (BH) needs. The goal of this request for proposal (RFP) is to provide innovative solutions that connect individuals with BH needs to greater access to services and supports on the continuum of care. Community partnerships and innovative solutions are encouraged. Proposed solutions should provide recovery housing support with additional integrated services that meets the following defined Levels of community care, at a minimum:

- Group homes
- National Association of Recovery Residences (NARR) Level IV Support Services²
- American Society of Addiction Medicine (ASAM)³ Level 3.1.

ASAM short definitions are provided below for reference:

- Clinically Managed Low-Intensity Residential Services (Level 3.1), "24-hour structure with available trained personnel, at least five hours of clinical service/week";
- Clinically Managed Population-Specific High-Intensity Residential Services (Level 3.3); "24- hour care with trained counselors to stabilize multidimensional imminent danger. Less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community";
- Clinically Managed High-Intensity Residential Services (Level 3.5), 24-hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment. Able to tolerate and use full active milieu or therapeutic community."
- Medically Monitored Intensive Inpatient Services (Level 3.7), "24-hour nursing care with physician availability for significant problems in Dimensions 1, 2, or 3. 16 hour/day counselor availability." [Note: Dimension 1 is acute intoxication and/or withdrawal potential; Dimension 2 is biomedical conditions and complications; Dimension 3 is emotional, behavioral, or cognitive conditions and complications]⁴

TARGET POPULATION

DSAMH is seeking proposals for innovative residential and recovery support housing with consideration toward integrated treatment services and other ancillary supports that address health disparities for individuals living with Serious Mental Illness (SMI), Substance Use Disorder (SUD) including intravenous

² National Association of Recovery Residences. *Standards and Certification Program*. Last accessed November 2019. <https://narronline.org/affiliate-services/standards-and-certification-program/>.

³ Mee-Lee D, Shulman GD, Fishman MJ, Gastfriend DR, & Miller MM, Eds. *The ASAM Criteria: Treatment Criteria for Addictive, Substance -Related, and Co-Occurring Conditions*. 3rd ed. Carson City, NV: The Change Companies; 2013

⁴ The American Society of Addiction Medicine. *The ASAM Criteria*. Last accessed November 2019. <https://www.asam.org/resources/the-asam-criteria/about>.

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drug use, and high-risk populations, including individuals residing in rural areas, aging populations, transition age youth, pregnant women, families, individuals with Opioid Use Disorder (OUD), and culturally diverse populations. Services include, but are not limited to BH counseling, housing, and other services (i.e. respite, peer support, crisis intervention, transportation to direct care, services that promote community inclusion etc.).

Individuals must also have recovery housing as an approved service outlined on their Treatment and Recovery Plan.

CARE REQUIREMENTS

Patients currently receiving FDA approved medication (e.g., Buprenorphine, Methadone, Naltrexone, etc.) for BH needs will be admitted to all residential treatment units. Admission will not be denied, nor will medications be discontinued as a routine condition admission. This applies to all FDA approved treatment medications for SMI and SUD. Bidders shall explicitly and intentionally provide assessment for appropriate medications which can be initiated prior to discharge to a lower level of care. It is essential existing prescribed medications be maintained in collaboration and coordination with the prescribing medical vendor. BH medications, which will be continued in an outpatient environment, should be initiated while individuals are still in residential treatment units. Transportation shall be arranged where appropriate.

NATURE OF INTEGRATED SERVICES

The nature, intensity and length of the services provided are predicated on the needs of the individual and will be outlined in the Treatment and Recovery plan. The goal is to provide innovative solutions for recovery housing with integrated and accessible services, both medical, and non-medical, based on needs rather than on insurance status or the initial diagnosis of the individual. These should include comprehensive case management (including outreach) incorporated and integrated with the residential treatment unit, coordination and collaboration with other health care providers, including primary care, and community-based social support and recovery services. It is expected there will be meaningful continuing care collaboration and coordination of care with, primary care providers, existing outpatient services, recovery housing resources, as well as other community treatment resources. The vendor is expected to describe the integrated housing and services solution in response to the Technical Requirements which follows. If selected, the vendor/vendor will be monitored as to how well it accommodates all individuals in the program on an ongoing basis. Bidders are expected to provide services to meet the diversity of individuals with behavioral health needs within the community served by the program.

EVIDENCE BASED PRACTICES

Bidders should employ known evidenced-based practices; in particular, those published by National Quality Forum (NQF),⁵ Substance Abuse and Mental Health Services Administration (SAMHSA), National Institute on Alcohol Abuse and Alcoholism (NIAAA), and National Institute on Drug Abuse (NIDA). Use of evidence-based and best practices is required. The vendor should demonstrate a mechanism for ensuring fidelity to the specific evidence-based practice models employed.

⁵ NQF (National Quality Forum) National voluntary consensus standards for the treatment of substance use conditions: Evidence-based treatment practices. Washington, DC: NQF; 2007

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QUALITY IMPROVEMENT PLAN

The 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 DSAMH 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.

QUALITY MEASUREMENT AND MONITORING

Selected bidders will be expected to provide reporting, defined at the time of contracting and on an ongoing basis. As an example, measures may be related to collecting wellbeing information, information captured in Recovery and Treatment plans, use of the CRF form, health improvements, stabilization, connections to primary care, or like a subset of population health or outcome measures in other programs. Please see the example of measures from the Substance Use Treatment and Recovery Transformation (START) Program on the next page.

EXAMPLE QUALITY MEASURES

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SAMPLE REPORT-FOR ILLUSTRATION PURPOSES ONLY

Measure Title	Measure Code	Measure Description
Follow-Up visit after All-Cause ED Visit with MH or SUD Diagnosis - 30 days	FU30	The percentage of emergency department visits (all-cause) for members 18 years of age and older with a diagnosis of mental illness or substance abuse disorder who had a follow-up visit with any provider within 30 days of the ED visit
Follow-Up visit after All-Cause ED Visit with MH or SUD Diagnosis - 7 Days	FU7	The percentage of emergency department visits (all-cause) for members 18 years of age and older with a diagnosis of mental illness or substance abuse disorder who had a follow-up visit with any provider within 7 days of the ED visit.
Follow-Up after ED Visit for Mental Illness - 7 Days	FUMH7	The percentage of emergency department visits for members 18 years of age and older with a principal diagnosis of mental illness who had a follow-up visit with any provider for mental illness within 7 days of the ED visit.
Follow-Up after ED Visit for Alcohol or Other Drug Abuse or Dependence - 7 days	FUSUD7	The percentage of emergency department visits for members 18 years of age and older with a diagnosis of alcohol or other drug abuse dependence who had a follow-up visit within 7 days of the ED visit.
Follow-Up MH visit after Hospitalization - 30 days	FUH30	The percentage of discharges for patients 18 years of age and older with a diagnosis of mental illness who were hospitalized (all-cause) and who had a follow-up visit with a mental health practitioner within 30 days.
Initiation of Alcohol and Other Drug Dependence Treatment	INT14	The percentage of adult Medicaid recipients with a new episode of alcohol or other drug dependence who initiate treatment through an inpatient alcohol or drug admission, outpatient visit, intensive outpatient encounter or partial hospitalization within 14 days of the diagnosis
Use of Pharmacotherapy for Opioid Use Disorder	PHARM	The percentage of Medicaid beneficiaries ages 18 to 64 with an OUD who filled a prescription for or were administered or ordered an FDA-approved medication for the disorder during the measure year. The measure will report any medications used in medication-assisted treatment of opioid dependence and addiction and four separate rates representing the following types of FDA-approved drug products: buprenorphine; oral naltrexone; long-acting, injectable naltrexone; and methadone.

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Engagement of/Short-term Persistence in Alcohol and Other Drug Dependence Treatment	ESUD30	The percentage of patients with a new episode of alcohol or other drug dependence who initiate treatment through an inpatient alcohol or drug admission, outpatient visit, intensive outpatient encounter or partial hospitalization and who had two or more additional services (inpatient admissions, outpatient visits, intensive outpatient encounters or partial hospitalizations with any AOD diagnosis within 30 days) with any AOD diagnosis of AOD within 30 days of the initiation encounter.
Mental Health Treatment	MH	% of adults with any mental health conditions receiving treatment
Continuity of Pharmacotherapy for Opioid Use Disorder	CONTOUD	Individuals in the denominator who have at least 180 days of continuous pharmacotherapy with a medication prescribed for OUD without a gap of more than seven days
Continuity of Pharmacotherapy for Depression	CONTDEP	The percentage of members 18 years of age and older who were treated with antidepressant medication, had a diagnosis of major depression, and who remained on an antidepressant medication treatment for at least 180 days.
Opioid overdose-related deaths (natural, synthetic, semi-synthetic opioids)	OPD	Opioid overdose-related deaths (natural, synthetic, semi-synthetic opioids (T40.2, T 40.3, T40.4, T40.6)
Drug Overdose-related deaths*	OD	All-Drug overdose death rates (includes any opioid (T40.0, T40.1, T40.2, T40.3, T40.4, or T40.6); natural and semisynthetic opioids (T40.2); methadone (T40.3); synthetic opioids, other than methadone (T40.4); cocaine (T40.5), and heroin (T40.1), psychostimulants with abuse potential (T43.6).
Emergency Department Overdoses	EDOD	Outpatient emergency department visits involving any drug overdose
General Mental Health	GMH	Percent of Delawareans who report having mental health that is "not good" for 14 or more out of past 30 days. (BRFSS)
General Physical Health	GPH	Percent of Delawareans 18 years of age and older who report physical or mental health as a limitation in the past 30 days.
Youth Mental Health	YMH	Percent of high school youth (grades 9-11) reporting that they feel sad or hopeless every day for two weeks or more in a row during past year.
Adult MH Suffering	ADULTMHWEL L2	Percent of Delawareans 18 years of age and older who self-report a low level of mental health wellbeing/are suffering .
Adolescent MH Suffering	TMHWEL2	Percent of 5th, 8th and 11th graders who self-report a low level of emotional health wellbeing/are thriving.
MH/SUD and Primary Care	PRIMARY CARE	The percent of patients 18 years of age and older with a diagnosis of mental illness or substance use disorder that had a primary care visit in the last 12 months?

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Diabetes Screen w/ MH	DIABSCRN	The percentage of patients 18 years of age and older with a diagnosis of serious mental illness who received a screening for A1C/fasting blood sugar.
Employment	EMP	% of working age DSAMH clients who are employed
Housing	HOUS	% of DSAMH clients that are in stable housing (defined by categories in CRF), or report that their housing situation has improved (MHSIP)
Hope	HOPE	Percent of Delawareans 18 years of age and older who self-report thriving/ a score of 7+ on the Cantril ladder question of " On which step do you think you will stand about five years from now?
Current Wellbeing	WELL	Percent of Delawareans 18 years of age and older who self-report thriving/ a score of 7+ on the Cantril ladder question of " Indicate where on the ladder you personally stand right now."
Adolescent Alcohol Consumption	ADALC	Percentage of high school students who report having at least one drink of alcohol on one or more of the past 30 days
Adolescent Prescription Drug Misuse	ADPDRUG	Percentage of youth reporting prescription drug misuse in the past year (5th, 8th, 11th graders)
Adolescent Hope	HOPE	Percent of 11th graders years of age and older who self-report thriving/ a score of 7+ on the Cantril ladder question of " On which step do you think you will stand about five years from now?
ACES - Household Substance Abuse for Youth	ACESUD	Percentage of youth (5th, 8th,11th grade) reporting exposure to living with someone who has a problem with alcohol or drugs.
ACES - Mental Health for Youth	ACEMH	Percentage of youth (5th, 8th, 11th grade) reporting exposure to living with someone who was mentally ill, suicidal or severely depressed
Adult ACES	AACES	Percentage of Delawareans ages 18+ who report having experienced Adverse Childhood Experiences (ACES) (0, 1, 2, 3, 4 ACES)

CONSUMER REPORT FORM (CRF)

All Awarded Vendors are required to submit CRF information for all publicly funded clients served. That would include all Medicaid, Medicare and DSAMH funded clients.

Performance outcomes will be measured through submission of the Consumer Reporting Form (CRF). DSAMH Statistics and Research Unit (SRU) maintains all CRF submission information and requirements at <http://dhss.delaware.gov/dhss/dsamh/cpfrms.html> The Division reserves the right to update the website at the Division's discretion, and if updated, will notify the Contractor. The Contractor is responsible for complying with any updates and/or changes.

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The Contractor shall implement policies and procedures for ensuring the complete, accurate and timely submission of encounter data (CRF) for all services for which Contractor has incurred any financial liability, whether directly or through subcontracts or other arrangements. Encounter data shall include data elements specified in DSAMH's most recent requirements related to CRF data reporting. The Contractor must comply with: completing all data elements as defined; reporting deadlines; and format submission requirements. Contractor shall have in place mechanisms, including edits and reporting systems sufficient to assure encounter data transfer is complete and accurate prior to submission to DSAMH SRU. Contractor shall upload encounter data to DSAMH SRU by the 10th business day of each month in the form and manner specified at <http://dhss.delaware.gov/dhss/dsamh/cpfrms.html> related to data reporting.

Upon written notice by DSAMH SRU that the encounter data (CRF) has not been uploaded, is incomplete or has not met the 95% threshold for error rate, the Contractor shall ensure that corrected data is transferred within the ten (10) business days of receipt of DSAMH notification. Upon Contractor's written request, DSAMH may provide a written extension for submission of corrected encounter data.

If encounter data (CRF) is not transferred after DSAMH has notified the contractor that the data is incomplete or does not meet the 95% error threshold, invoice payment for services will be withheld until the required CRFs are submitted with an accuracy rate of 95%.

Contractors with Electronic Health Record system will be given ninety (90) days advance notice of any changes for required data collection. This is to help prepare their external/internal vendors for coming adjustments to their system.

DATA SUBMISSION

All awarded vendors submitting electronic data are required to use the state's Secure File Transfer Protocol (SFTP) site. Vendors who are not able to install the SFTP software must submit a request to use other reporting methods. Other reporting methods include encrypted message or hand carried. The request must clearly explain the vendor's inability to use the SFTP site. Contact the DSAMH Statistics and Research (SRU) unit for information (DSAMH_SRU@delaware.gov) on creating an account and any other questions or concerns about data reporting requirements.

Data submission elements will be specified in the scope of work for each contract.

To accomplish this several authorization forms need to be completed and returned to the DSAMH SRU. In addition, SFTP client software is required to be installed on your computer for the file transfer. This software is available free on the Internet.

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

1. Secure File Transfer Memorandum of Agreement

<http://dhss.delaware.gov/dhss/dms/irm/files/sftpmoa01292010.pdf>

2. Secure File Transfer User Procedures

http://dhss.delaware.gov/dhss/dms/irm/files/sftpuserprocedures_20120611.pdf

3. DHSS SFTP Quick Start Guide

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<http://dhss.delaware.gov/dhss/dms/irm/files/sftpquickstartguide06112012.pdf>

4. Biggs Data Center Non-Disclosure Form

<http://www.dhss.delaware.gov/dhss/dms/files/irmnon-d02072013.pdf>

5. DTI State Information Transport Network (SITN) Acceptable Use Policy

<http://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf>

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

OUTREACH AND ENGAGEMENT

Bidders should design and implement engagement strategies for people with behavioral health needs who frequently require multiple interventions and contacts. It is expected that residential treatment services will recognize the value of harm reduction, be committed to persistent efforts at engagement, and operate services accordingly. engagement of individuals with severe and persistent substance use disorders often takes more than one admission, more than one contact, and usually requires active outreach on a continuous basis. In general, there are individuals for whom treatment is not a one-time admission-discharge event. An episode of treatment should be viewed as a series of interventions over time. This episode may involve multiple admissions and discharges, several attempts at treatment services in different levels of care, as well as community outreach, comprehensive case management, and “on the street” interventions. It may occur over a period of months or years

PERFORMANCE MEASURES

DSAMH has the right to conduct any on-site evaluation and monitoring of the Contractor’s activity at any time.

The extension of the service period of the contract is based on but not limited to the past performance of the Contractor.

The determination shall be based on, but not limited to, considerations of the following factors:

Performance Objective	Method of Assessment
Provide services as identified in Scope of Services	On-site monitoring, review of program reports, third-party feedback
Compliance with all State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work.	On-site monitoring, review of program reports, third-party feedback
Adhere to requirements in Professional Service Agreement, Divisional	On-site monitoring, review of program reports, third-party feedback

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Requirements, Scope of Services, and Contract Budget information	
Reconcile accounts before submitting invoices	Review of Contractor invoices and back-ups to the invoices
Submit required invoices on time	Review of Invoices
Deliver required reports	Review of Reports and Deadlines

CLIENT FUNDS

The Vendor is responsible for safeguarding and managing Resident/client funds, and must:

- a) provide accountability for the property, and for management, receipt and disbursement of resident/client funds;
- b) notify DSAMH immediately in writing of any incident of misappropriation of resident/client funds or property;
- c) arrange for representative payee services when warranted by the resident's/client's ability to manage his or her own funds.
- d) conduct an independent annual professional audit of all resident/client funds, and submit audit findings to DSAMH no later than June 30th of each year; and
- e) develop and submit copies of written, internal policies and procedures regarding resident funds and property management to DSAMH.

Payments under this Contract are only available for individuals who lack health insurance. The Vendor shall not bill DSAMH for services provided under this Contract which may otherwise be submitted to an individual's health insurance for reimbursement. The Vendor shall not bill DSAMH for additional reimbursement after receiving payment from an individual's health insurer vendor if the Vendor disagrees with the health insurer's rate of reimbursement.

1. The Vendor's fiscal records and accounts, including those involving other programs which, by virtue of cost or material resources sharing, are substantially related to this Contract, shall be subject to audit by duly authorized Federal and State officials.
2. Any and all fees paid to the vendor shall be subject to callback by DSAMH in the event that such fees are determined by DSAMH or applicable governmental authority to be inappropriate for any reason, including without limitation in the event that services provided are determined not to be medically necessary (i.e. 3.1).

Bidders are asked to submit pricing in response to this proposal per the Technical Requirement found at G.1 "Provide a fee-based cost estimate for the services proposed in D with a supporting budget. Bidders are encouraged to propose models with incentive components (with quality and performance based rates which are graduated based on care management and connections to other access points on the care continuum" Please note, pricing/costs cannot exceed the rates listed in the most current Delaware Adult Behavioral Health DHSS Service

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Certification and Reimbursement Manual⁶ plus startup costs. Please see the example of startup costs outlined in the payment schedule below.

Example Payment Schedule: For startup, payments will be made on a cost reimbursement basis for:

Furnishings and linens	\$10,000 (\$1,000/bed x 10 bed)
Computers	\$2,500.00
Vehicle (Transportation)	\$10,000.00-only lease vehicle
Salaries (2 weeks only)	\$ 1,735

To participate in this program:

- Contractor will be required to register and provide updated information as required to System for Award Management. Information about System for Award Management can be found at: <https://www.sam.gov/>.
- Contractor will be required to obtain a Data Universal Number System (DUNS) Number. Information about obtaining a DUNS number can be found at: <http://www.dnb.com/>.
- Contractor will be required to enroll as a Medicaid Fee for Service Vendor as well as enroll with the Managed Care Organizations Vendor panels (for Medicaid eligible services).
- Contractor shall acknowledge DSAMH, as a funding source in all publicity pertaining to this Scope of Work.
- Payments made will adhere to the State of Delaware, Office of Management and Budget, Budget and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>

TECHNICAL REQUIREMENTS

As part of the technical submittal, bidders should review the descriptions of each criteria and provide a response to each of the questions below in the technical submittal, unless otherwise noted.

- A. **Experience and reputation:** This criterion include questions which ascertain the qualifications and experience of the organization and persons to be assigned to the project. References should be included on the form found in Attachment 5. Responses

⁶ Vendors should reference the most current manual posted on the DHSS website at the time of response. At the time of issuance, the current Delaware Adult Behavioral Health DHSS Service Certification and Reimbursement Manual can be found at: <https://www.dhss.delaware.gov/dhss/dsamh/files/stateplanmanual11012016.pdf>.

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should be limited to **5** pages for all of the questions in this criterion excluding references.

1. Describe the vendor's qualifications and experience providing recovery housing and residential services in line with those set forth by the ASAM Criteria Level 3.1
2. Describe staff qualifications and experience working with individuals with behavioral health needs.
3. Describe the organization's experience with the integrated services in the proposed model including any past or current partnerships proposed with other providers. Provide any measurable outcomes experienced.
4. Please include business references which can attest to the experience described in question A.1-3.
5. Please describe the role of your organizations leadership in operationalizing the proposed model, and their ongoing commitment to the model proposed

B. **Expertise:** This criterion includes questions which establish an understanding of the vendor's familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance. Responses should be limited to **6** pages for all the questions:

1. Please describe any challenges you have experienced providing recovery housing services, and other supports and what you did to overcome any obstacles.
2. Provide your approach to delivery of recovery housing and supporting behavioral health needs including your approach to ensuring individuals currently receiving FDA approved medication for behavioral health needs will be admitted to all residential treatment units. Admission will not be denied, nor will medication be discontinued as a routine condition admission. This applies to all FDA approved medications for treatment of behavioral health needs. Bidders shall explicitly and intentionally provide assessment for appropriate medication which can be initiated prior to discharge to a lower level of care.
3. Explain how you will employ known evidenced-based practices in your model; in particular, those published by National Quality Forum (NQF), Substance Abuse and Mental Health Services Administration (SAMHSA), National Institute on Alcohol Abuse and Alcoholism (NIAAA), and National Institute on Drug Abuse (NIDA). Use of evidence-based and best practices is required. The vendor should demonstrate a mechanism for ensuring fidelity to the specific evidence-based practice models employed.
4. 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 DSAMH will be involved in setting up these performance targets. The requirement contained in this paragraph is an essential and material term for procurement

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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.

C. **Capacity to meet requirements:** This criterion includes questions which determine the ability for the vendor organization to serve individuals with behavioral health disorders, including staff capacity and staff to resident ratio. Responses should be limited to **3** pages for all of the questions in this criterion. Responses should be limited to 3 pages for all of the questions in this criterion.

1. Provided a description anticipated flow of individuals with behavioral health needs you anticipate being able to graduate through your proposed model in a 2-year period through this model.
2. Provide staff to client ratios by level of staff.
3. Provide a high-level implementation plan which includes the timeline for the model proposed, including the date integrated services will begin; please utilize the template table to indicate milestones and their related start and completion dates and include in your response

Task	Milestone description	Activity/short	Start	Target Date	Completion
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

D. **Soundness of Approach:** This criterion includes questions which evaluate the model proposed and determines whether the model which provides recovery housing with an integrated service is fully supportive of the continuum of care and quality of life at the appropriate ASAM Level of Care (3.1) in alignment with the NARR standards. Responses should be limited to **15** pages for all the questions in this criterion.

1. Provide describe your integrated care model including details about the proposed evidence-based practices, published source (e.g., NIDA, SAMHSA, NIAAA), intended population, and staff organization charts.
2. Please describe a simulation of your model for

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- i. An individual with SUD with co-occurring SMI
 - ii. An individual with a medical disability
 - iii. An individual with no family support
 - iv. An individual with an involved family or peer support system
 - v. An individual who is representative of the following high-risk populations, including individuals residing in rural areas, aging populations, transition age youth, pregnant women, families and those with children over the age of ten, and culturally diverse populations
 3. Describe the nature of the service(s) you intend to integrate unto the housing model and how the integrated service compliments and strengthens recovery treatment. If other related services are performed and available through other payers as part of the integrated approach, please describe them in your model approach. These costs and services will not be part of this contract or costs covered under this contract.
 4. Describe how you will assess the effectiveness of the integrated services on an ongoing basis.
 5. Explain how you will assess, align, or perform the integrated services based on needs rather than on insurance status or the initial diagnosis of the individual. Please describe the frequency in which this will occur and how you will evaluate success. Please include detail on how you will collect and consider feedback from the individual served.
 6. Describe any planned future enhancements to the model for the 1st five years of implementation.
 7. Please highlight innovations with your model and explain how they will help to connect individuals with services in the full continuum of care.
 8. Confirm that services will be performed in compliance with the American Disabilities Act and the Olmstead Decision pursuant to the Delaware Settlement Agreement. For more information please visit: <https://www.justice.gov/opa/file/902701/download>
- E. **Sustainability:** This criterion examines the evidence provided which describes how the vendor will support long-term sustainability of the organization and model proposed by reviewing income projections substantiated by prior project management of similar scope and content. Responses should be limited to **1** page for all of the questions in this criterion, excluding Appendix C and attached letters of support.
1. Complete Appendix C related to organization's financial stability.
 2. Describe the plan for long term sustainability of the proposed model.
 3. Attach letters of support from organizations which are external to the vendor and which acknowledge or indicate a long-term investment, commitment, or partnership (optional).
- F. **Partnerships with other providers:** This criterion will review whether the model includes community partnerships with one or more providers having a significant role

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within the model. Responses should be limited to **3** pages for all the questions in this criterion.

1. Illustrate the role, relationship, and level of involvement of additional vendor and community partners included in the model proposed in D. An organization chart may be included to further illustrate this and will not be included in the page limit.
2. Describe the nature of your contractual relationship with the partner(s) above. Please note, vendor partners will not be separately reimbursed for services as this is an integrated model.

G. **Pricing:** This criterion will consider the vendor's pricing model proposed. There is no page limit for the question in this criterion.

1. Provide a fee-based cost estimate for the services proposed in D with a supporting budget. Bidders are encouraged to propose models with incentive components (with quality and performance-based rates which are graduated based on quality metrics and connections to other access points on the care continuum).

Please note: Final rates/pricing will be determined at the time of contracting in discussions with DSAMH. Total contract reimbursement will be determined by base pricing plus incentives. Required metrics and rates will be determined at the time of contracting based on the scope of services proposed.

H. **Bonus points for Cultural Competency, Special Populations, and Public/Private Partnerships:** Bonus points will be awarded based on the vendor's ability to address cultural competency and health equity e.g.⁷ Responses should be limited to **3** pages for all of the questions in this criterion.

1. Please provide your organization's mission, policy, and/or procedures related to conduct and consideration for cultural awareness. Please describe your staffing objectives related to cognizance of cultural competency.
2. Please describe any outreach activities and coordination of care activities with a focus on specific populations (e.g. a focus on high risk-populations such as individuals residing in rural areas, aging populations, transition age youth, pregnant women, families and those with children over the age of ten, and culturally diverse populations).
3. Please describe any public-private partnerships that will be used to compliment the proposed model. Attach places and resources (model examples) public-private partnerships. If applicable, attach any letters of commitment (e.g. partnerships with hospitals or state housing authorities).

⁷ https://d155kunxf1aozz.cloudfront.net/wp-content/uploads/2019/05/CSH-Addressing_Health_Equity_Through_Partnerships-Final.pdf

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APPENDIX C RFP FINANCIAL SURVEY

NAME OF APPLICANT AGENCY: Click here to enter text.

Organization Information

1. Nature of Business

a. Organization type:

- For-profit Non-profit Not-for-profit

b. IRS tax-exempt status:

- Non-exempt Exempt – Under IRS Code Section: Click here to enter text.

2. Corporation Data:

Are the following documents up to date?

Item	Document Description	YES	NO
a.	Corporate Documentation (i.e., Certificate(s) of Incorporation; By-laws; Policy & Procedures as requested herein)	<input type="checkbox"/>	<input type="checkbox"/>
b.	Fidelity Bond	<input type="checkbox"/>	<input type="checkbox"/>
c.	Insurance Policies for property:		
	Liability	<input type="checkbox"/>	<input type="checkbox"/>
	Vehicle	<input type="checkbox"/>	<input type="checkbox"/>
d.	Malpractice/Liability insurance to protect agency/staff against lawsuits brought by recipients of services	<input type="checkbox"/>	<input type="checkbox"/>
e.	IRS Form 501C – Tax Exempt Status	<input type="checkbox"/>	<input type="checkbox"/>
f.	IRS Form 4029 – Application for Exemption from Social Security and Medicare Taxes and Waiver of Benefits	<input type="checkbox"/>	<input type="checkbox"/>
g.	IRS Form 990 – Return of Organization Exempt from Income Tax	<input type="checkbox"/>	<input type="checkbox"/>
h.	IRS Form 941 – Employer’s Quarterly Federal Tax Return	<input type="checkbox"/>	<input type="checkbox"/>
i.	Delaware Annual Franchise Tax Report	<input type="checkbox"/>	<input type="checkbox"/>
j.	Delaware Forms (VCE - UC8A) W1-W3 Report of State Withholding	<input type="checkbox"/>	<input type="checkbox"/>
k.	Contracts for Purchased Services (i.e., Rent, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
l.	Delaware Business License	<input type="checkbox"/>	<input type="checkbox"/>

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Finance, Accounting, and Internal Controls

3. Basis of accounting system: Cash Accrual

4. Does the firm engage an independent auditor to conduct an annual audit of financial statements?
 Yes No

a. If yes, select type of audit: Federal Single Audit Financial Audit; Last fiscal year audited:

b. If no, is an Independent CPA Review performed? Yes No; Last fiscal year reviewed:

5. Provide, a listing of the firm's Chart of Accounts (COA), including both the numeric code and description of each account in the accounting system.

[Click here to enter text.](#)

6. The firm must maintain a complete set of accounting records, or books of account for original and secondary entries, in which all financial information of firm are recorded and maintained, including journals, ledgers, and supporting documentation.

Has your firm maintained a complete set of accounting records? Yes No

(Note: If selected as a contract agency, these records may be audited by Division representatives at any time.

7. Internal Controls

Reference: The Committee of Sponsoring Organizations (COSO) of the Treadway Commission Internal Control Integrated Framework (COSO Framework) for Organizations to use in the assessment of internal control as adapted by the Government Accountability Office (GAO) *Standards for Internal Control in the Federal Government* issued Sep 2014.

a. Have deficiencies or material weaknesses in internal controls been found during an audit? Yes No

b. Does your firm maintain written financial practice policies and procedures? Yes
 No
(If yes, please provide a copy to the Division in a labeled attachment to this survey)

c. Are Financial Policies and Procedures regularly reviewed and revised as necessary? Yes
 No

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d. If not present in the attached policies and procedures, explain the internal management mechanisms in place for safeguarding the assets of the organization, and for preventing and detecting errors, fraud, waste and abuse. Specifically describe the following financial management areas under marked sub-headings:

- Separation of functional responsibilities and duties;
- Petty cash procedures (include uses, forms, maximum balance maintained, limits on transactions, procedures for reconciliation and replenishment);
- Receipts (describe flow of receipt, recording, and deposit);
- Disbursements (approvals, safeguarding blank checks, check issuance, required check signatories, maintenance of supporting documents)
- Bank statement (both process and timing of opening, review, reconciliation and approval of statement)

8. Billing Clients for Services

a. Does the firm maintain a schedule of fees? Yes No

Summarize, the procedures for determining fees due from client, include information about how a client is informed about the fee schedule, determination of client's ability to pay, the procedures for billing clients, and how the receipt of client fees is documented.

[Click here to enter text.](#)

b. Explain the procedures for billing third-party payers? [Click here to enter text.](#)

Program

9. Does the firm maintain a summary of total program funding and a breakdown of approximate funding by source?

Yes No

Briefly describe: [Click here to enter text.](#)

10. Does the program have person(s) responsible for the preparation and review of the program budget?

Yes No

Describe the procedures for preparing the overall program budget, estimating the projected income, and for the periodic budget review and adjustments.

11. Indirect (Facilities and Administration) Costs

a. Describe the agency's development of its indirect cost pool(s), and the method of distributing indirect (F&A) charges across programs.

(Please provide a copy of the policy to the Division in a labeled attachment)

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- b. Does the organization have a Federally approved indirect cost rate? Yes No
 Indirect Cost Rate: _____% Type of rate (predetermined, provisional, final, de minimis, etc.):

 Allocation (distribution) basis: _____ Federal cognizant agency for indirect costs:

Procurement

12. What are the organization's procedures for procurement? Include description of:
- a. Solicitation and bids process for service, and
 - b. Receipt and inspection of goods.
- (Please provide a copy of the policies to the Division in a labeled attachment)

NOTE: When procuring property and services under a Federal award, non-Federal entities that are not states, must follow Uniform Guidance procurement standards found at 2 CFR 200, §200.318 through §200.326.

Property Management

13. Describe the following elements of the firm's property management process.
- a. Does the firm maintain an inventory (listing) of furnishings, office equipment, and other capital property?
 Yes No
 - b. The inventory record includes (check all that apply; otherwise, write N/A for not applicable):

Property Inventory Data	Applicable
Property description	<input type="checkbox"/>
Identification number of item (serial number, model)	<input type="checkbox"/>
Purchase or acquisition date	<input type="checkbox"/>
Purchase Price	<input type="checkbox"/>
Source of funds for purchase	<input type="checkbox"/>
% of Federal Participation in Property Costs (if	<input type="checkbox"/>
Condition of item	<input type="checkbox"/>
Location of item	<input type="checkbox"/>
Date of loss, destruction, or disposition of item	<input type="checkbox"/>
Fair Value of Property at loss, destruction, or	<input type="checkbox"/>

- c. Is the inventory kept up to date? Yes No How often is the inventory updated?

- d. Identify the party responsible for maintaining the inventory? Name/Position

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Applicant Agency Signoff

14. Survey Completed by _____
(Printed or Typed Name)

Title/Position _____

Signature _____ Date _____