

**OPEN AND CONTINUOUS REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
COMPREHENSIVE BEHAVIORAL HEALTH SUPPORTIVE HOUSING SERVICES  
ISSUED BY DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH  
CONTRACT NUMBER HSS-20-040**

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**I. Overview**

The State of Delaware Department of Department of Health and Social Services, Division of Substance Abuse and Mental Health, seeks professional services for Comprehensive

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 Behavioral Health Supportive Housing Services. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ [6981](#) and [6982](#).

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

Public Notice	Date: 06/30/2020
Pre Bid Meeting	Date: 07/14/2020
Deadline for Questions	Date: 07/21/2020
Response to Questions Posted by:	Date: 07/28/2020

**Deadline for Receipt of Proposals: OPEN AND CONTINUOUS SUBMISSIONS  
 LAST DATE TO SUBMIT IS August 18, 2020 BY 11:00 AM (Local Time)**

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

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

The transmittal letter must include the following questions and answers:

<b>Bidders must circle Yes or No to the following questions and include the answers in their response.</b>	
<b>1) Does the bidder have a Supplier Diversity plan currently in place?</b>	<b>Yes/No</b>
<b>2) Does the bidder have any diverse sub- contractors as outlined in Attachment 8 Tier II Sub-contractors?</b>	<b>Yes/No</b>
<b>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.</b>	<b>Yes/No</b>
<b>Answers to these 3 questions are mandatory. 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.</b>	

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**PREBID MEETING**

A Zoom Pre-bid meeting has been scheduled for July 14<sup>th</sup>, 2020 at 1:00 pm EST.

While not mandatory, the pre-bid meeting gives applicants an opportunity to walk through the RFP boilerplate, the RFP process, and address any questions or concerns from potential bidders

For the safety of all Prebid Meeting Participants , the scheduled meeting will be conducted using the Zoom platform please see the information as listed below:

DSAMH is inviting you to a scheduled Zoom meeting.

**Topic: HSS-20-040 PREBID Meeting**

**Time: Jul 14, 2020 01:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://zoom.us/j/97031253009?pwd=MEZHZjMzclhzR1BDK2x2c3pLOVV4QT09>

**Meeting ID: 970 3125 3009**

**Password: 634548**

One tap mobile

+13017158592,,97031253009#,1#,634548# US (Germantown)

+13126266799,,97031253009#,1#,634548# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

Meeting ID: 970 3125 3009

Password: 634548

Find your local number: <https://zoom.us/u/acQNTtoWVwJ>

**This is an open and continuous RFP. Delaware Division of Substance Abuse and Mental Health will accept applications on a continuous basis through July 30, 2020, unless specifically noted in a subsequent addendum.**

**Bid openings will only occur as follows:**

**Quarterly bid openings schedule: 1<sup>st</sup> Wednesdays of March, June, September and December**

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**Responses to this particular RFP release must be received no later than December 31, 2020, at 11:00 AM ET.** Subsequent RFP releases will allow for responses to be submitted through future identified dates.

Contract award(s) will be dependent on the quality of applications received and the needs of the Department. Contract award(s) may be extended for up to five years pending satisfactory performance, available funds and continued need.

## **II. Scope of Services**

### **A. Background/Program Description**

Nationwide, drug overdose is the leading cause of accidental death in the United States (Centers for Disease Control and Prevention, 2017). More than 70,200 Americans died from drug overdoses in 2017, including illicit drugs and prescription opioids. This 2-fold increase which occurred in one decade (National Institute on Drug Abuse, 2019) is being driven by opioid addiction. Prescription opioids (including methadone), synthetic opioids, and heroin—rose from 18,515 deaths in 2007 to 47,600 deaths in 2017 (NIDA, 2019). In Delaware, the age-adjusted rate of drug overdose deaths increased significantly by 20.2 percent from 2016 (30.8 per 100,000) to 2017 (37.0 per 100,000) (CDC, 2018).

An estimated 20 to 25 percent of the homeless population in the United States suffers from some form of severe mental illness (HUD, 2017). Further studies show that people with serious mental illness are reported to be 10 to 20 times more likely than the general population to become homeless (National Alliance to End Homelessness, 2018). In addition, a third of individuals who are homeless experience alcohol and drug problems (e.g., Gillis, Dickerson, & Hanson, 2010) and up to two-thirds have a lifetime history of an alcohol or drug disorder. The relationship between chronic homelessness, substance abuse and mental health issues is often complex, with studies indicating that these conditions can be both a cause and consequence of homelessness. It is well documented that the chronic difficulties of improving treatment outcomes are challenging unless basic needs, such as housing, are addressed (SAMHSA, Homeless and Housing Resource Network, 2017). Supportive housing is an effective solution to ending homelessness for people with substance use disorders. Supportive housing enables residents to gain access to a variety of services, participate in long-term recovery, and present opportunities to engage in their community.

### **B. Purpose of RFP**

The Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH), is seeking proposals from qualified providers to provide a continuum of housing services to individuals within the state of Delaware meeting the eligibility requirements described under the attached scope of services for each housing type. DSAMH's goal is to create a coordinated approach to care and enable providers the ability to offer a continuum of services under a single DSAMH contract. This approach is intended to enable individuals to remain with their provider of choice and the flexibility to transition to a different level of care when needs dictate a change in services. The approach is also intended to allow individuals to access coordinated services from providers that may be funded by different state agencies that occupy a role in the life of the consumer.

This RFP offers the opportunity to create a continuum of services and is not intended to replace existing services such as standalone Comprehensive Behavioral Health Outpatient Treatment (CBHOT), or other Substance Use Disorder (SUD) services.

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Quality outcome measures will be established and will be used to drive the system towards a more effective and integrated treatment system. It is DSAMH's intention to align financial incentives with performance on quality outcomes measures.

**C. Description of Services**

DSAMH recognizes the role of supportive housing and integrated services for individuals with behavioral health (BH) needs. The goal of this RFP is to provide housing solutions that connect individuals with behavioral health needs to greater access to services and supports on the continuum of care.

Proposed solutions should provide recovery housing support with additional integrated services that meets the following defined levels of community care, at a minimum:

- Recovery Housing
- Supported Visions Living Residences
- Supported Apartments
- Group Homes
- Specialized Respite

See Appendix B for information and links to the full range of services.

**D. Target Population**

The target population for Recovery Housing includes adults ages 18 and older, who are residents of Delaware. Applicants will have a primary diagnosis of substance abuse. Residents will need to meet the National Association of Recovery Residences (NARR) Level II-IV criteria for Support Services. Residents with co-occurring mental health disorders will be eligible for admission. Recovery housing also offers connections to peer support. This serves as a vital link to help individuals build recovery capital through mutual and peer support in an environment that supports their recovery as they transition to living independently and productive in the community. The programs will be designed for a variable length of stay based exclusively on the needs of the individual.

Bidder must define an intake process that promotes the safety of all residents, including a new applicant. Bidders are encouraged to detail how their intake will provide an individualized eligibility process that addresses the following considerations:

- Describe how they will verify client residency status or where appropriate work with the client to establish residency and residency documentation.
- Describe how the process will ensure the appropriateness of residency when documentation is insufficient and steps taken to ensure the safety of all residents.
- Describe any program limits regarding accepting clients that may pose a safety risk to the client or others residing in the residence or vicinity of the proposed location.
- Describe how the program will work with clients who are ineligible for acceptance to either find alternative services or work to remove barriers to approval if applicable.
- Describe how the process is geared towards inclusion and acceptance rather than exclusion.

Describe how the program will work with current residents who lose their ability to achieve residency status while at the residence.

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The bidder response overall will detail how the program will support the safety of all residents in Recovery Housing, including individual ability to access services and benefits that they will need to be successful in the community

See Appendix B for requirements specific to each housing scope of service.

**III. Required Information**

The following information must 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 Bidder shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Bidder 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. Expertise
3. Capacity to meet requirements
4. Soundness of Approach
5. Sustainability
6. Partnerships with Other Bidders
7. Pricing
8. Bonus points will be based on Bidder's ability to leverage other public-private partnerships and any in-kind funding sources to complement the proposed model.

**C. Minimum Mandatory Submission Requirements are listed in Appendix A**

**D. Scopes of Work and Technical Requirements are listed in Appendix B.**

**E. Business Proposal Requirements listed in Appendix C.**

**F. Attachments and Appendices**

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

- **Attachments:**

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- 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 – List of Contracts in the State of Delaware Form
- Attachment 10 – Office of Supplier Diversity Application

• **Appendices:**

- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix B-1 – Key Outcome Indicators
- Appendix C – Business Proposal Requirements
- Appendix C-1 – Budget Workbook Instructions
- Appendix C-2 – Budget Workbook
- Appendix C-3 – RFP Financial Survey
- Appendix D – Division of Substance Abuse & Mental Health (DSAMH) Policies
- Appendix E – Divisional Requirements
- Appendix F – Professional Services Agreement

**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](http://www.bids.delaware.gov) and through Bonfire at <https://dhss.bonfirehub.com>. 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 through Bonfire at <https://dhss.bonfirehub.com>. 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 Bidder. Bidders should rely only on information posted at <https://dhss.bonfirehub.com> by the RFP designated contact.

**Dominique Puleio  
1901 DuPont Highway**

STATE OF DELAWARE  
DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
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**Springer Building**  
**New Castle, DE 19720**  
[DHSS\\_DSAMHCONTRACTS@DELAWARE.GOV](mailto:DHSS_DSAMHCONTRACTS@DELAWARE.GOV)

**5. Consultants and Legal Counsel**

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

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. 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.

**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Bidder 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.

**B. RFP Submissions**

1. ALL PROPOSALS MUST BE SUBMITTED ONLINE ON THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES Eprocurement portal, which is currently found at <https://dhss.bonfirehub.com>. Responses submitted by hard copy, mail, facsimile or email will not be accepted.

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**2. Acknowledgement of Understanding of Terms**

By submitting a bid through Bonfire at <https://dhss.bonfirehub.com>, each Bidder 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.

**3. 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.

**All proposals must be submitted prior to 11:00 AM (local Time) on August 18, 2020.**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing Bidder 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 Bidder proposals, each Bidder 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.

**• PROPOSAL REQUIREMENTS**

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses received after the Proposal Due Date and Time will not be accepted.

2. Upload your submission at: <https://dhss.bonfirehub.com>

Important Notes:

- Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
- Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- Each submitted item of Requested Information will only become visible to DHSS after the proposal due date and time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

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- Notarizations are no longer required.

Need Help? Please contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or 1(800) 654-8010 ext. 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Any proposal submitted after the Deadline for Receipt of Proposals date shall not be accepted. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

**4. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be submitted through Bonfire prior to the proposal due date. 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.

**5. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Bidder associated with any aspect of responding to this solicitation, including proposal preparation, system demonstrations or negotiation process.

**6. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the Bidder at least through one (1) year after submission. The State of Delaware reserves the right to ask for an extension of time if needed.

**7. Late Proposals**

Proposals submitted after the specified date and time will not be accepted by the Bonfire Portal. 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 by Bonfire.

**8. Proposal Opening**

The State of Delaware will receive proposals via Bonfire until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel.

There will be no public opening of proposals but a public log will be kept of the names of all Bidder 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](#).

**9. 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.

**10. 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

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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.

**11. 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 Bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**12. 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 Bidder's proposal will be treated as confidential during the evaluation process. As such, Bidder 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 Bidder's information to a competing Bidder 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 Bidder 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 Bidder community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a Bidder 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 Bidder's confidential business information may be lost.

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

Bidder(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 Bidder's legal counsel describing the documents in the envelope, representing in good

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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 Bidder’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any Bidder designation as set forth in this section. Any Bidder 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, Bidder(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**13. Price Not Confidential**

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

**14. Multi-Bidder Solutions (Joint Ventures)**

Multi-Bidder 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 Bidder 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 Bidder of responsibility for the professional and technical accuracy and adequacy of the work. Further, Bidder 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-Bidder 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 Bidder.

**a. Primary Bidder**

The State of Delaware expects to negotiate and contract with only one “prime Bidder”. 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 Bidder will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime Bidder 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 Bidder. Payments to any-subcontractors are the sole responsibility of the prime Bidder (awarded Bidder).

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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.

**b. Sub-contracting**

The Bidder 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 Bidder 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 Bidder may not participate in more than one proposal in any form. Sub-contracting Bidders may participate in multiple joint venture proposals.

**15. Sub-Contracting**

The Bidder 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.

**16. Discrepancies and Omissions**

Bidder 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 Bidder. Should Bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Bidder 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 Bidder's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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

**a. Questions:**

Questions must be submitted before the due date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal \(https://dhss.bonfirehub.com.\)](https://dhss.bonfirehub.com)

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The Department's response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>.

To contact Delaware Health and Social Services or ask questions in relation to this RFP, respondents must register with the Organization's public purchasing portal at <https://dhss.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. Delaware Health and Social Services will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

**17. 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 Bidder'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.

**18. 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 Bidder.

This RFP does not constitute an offer by the State of Delaware. Bidder'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.

**19. 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.

**20. 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.

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**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**

Bidder 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](http://www.bids.delaware.gov) and [dhss.bonfirehub.com](http://dhss.bonfirehub.com). 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, 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 Bidder(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 Bidder 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 Bidder 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 Bidder whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

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It should be explicitly noted that the State of Delaware is not obligated to award the contract to the Bidder who submits the lowest bid or the Bidder who receives the highest total point score, rather the contract will be awarded to the Bidder 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 Bidder 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.

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 make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which 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 of Substance Abuse and Mental Health 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 Bidder 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 Bidder's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

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

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The Team reserves the right to:

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

needs of the Division; and funding availability.

**3. Criteria Weight**

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

Criteria	Points / Weight
<p><b><u>Minimum Mandatory Submission Requirements</u></b> Failure to provide all appropriate information may deem the submitting Bidder as “non-responsive</p>	Pass/Fail
<p><b><u>Experience and Reputation:</u></b> The qualifications and experience of the organization and persons to be assigned to the project.</p> <p>References and/or Letters of Support should be included including the complete of the Business References referenced in Attachment 5, and a complete List of Contracts in the State of Delaware Form referenced in Attachment 9.</p> <p>In addition, to these attachments, scoring will be based on the content in the responses to the questions in Technical Requirements in Attachment B related to Experience and Reputation, including how they incorporate and address the scope of work requirements.</p>	20
<p><b><u>Expertise related to the Scope of Work and Technical Requirements in Attachment B:</u></b> 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> <p>Scoring will be based on the content in the responses to the questions in Technical Requirements in Attachment B related to Expertise, including how they incorporate and address the scope of work requirements.</p>	20

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Criteria	Points / Weight
<p><b><u>Capacity to meet requirements:</u></b> Ability for organization to serve individuals, including financial soundness, staff capacity and staff to resident ratio.</p> <p>Scoring will be based on the content in the responses to the questions in Technical Requirements in Attachment B related to Capacity to meet requirements, including how they incorporate and address the scope of work requirements.</p>	15
<p><b><u>Soundness of Approach:</u></b> Response describes a model which provides details about evidence-based practices, integrated recovery housing and services which fully supports a continuum of care and quality of life at the appropriate ASAM Level of Care and in alignment with the National Alliance for Recovery Residences (NARR) standards (where applicable).</p> <p>Scoring will be based on the content in the responses to the questions in Technical Requirements in Attachment B related to the scope of work requirements.</p>	20
<p><b><u>Sustainability:</u></b> 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> <p>Bidders must complete and attach Appendix C-3 related to organization's financial stability as well as letters of support from organizations which are external to the Bidder and which acknowledge or indicate a long-term investment, commitment, or partnership (optional). Bidders must also attach an emergency response/disaster plan.</p> <p>In addition to the above, scoring will be based on the content in the response to the question in the Technical Requirements in Attachment B related to Sustainability.</p>	10
<p><b><u>Partnerships with other Bidders:</u></b></p> <p>Model includes community partnerships with one or more Bidders in a significant role within the model.</p> <p>Bidders who propose models which include community partnerships will receive up to 5 bonus points.</p>	5
<p><b><u>Pricing:</u></b> Bidder must accept pricing/costs cannot exceed the rates listed in the most current Delaware Adult Behavioral Health Service Certification and Reimbursement Manual<sup>1</sup>. Please note, Group Homes are referred to as Community Residential Alternatives in the reimbursement manual, and Recovery Housing are also referred to as Sober Living Houses.</p>	10

<sup>1</sup> Bidders should reference the most current manual posted on the DHSS website at the time of

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Criteria	Points / Weight
For housing types which do not have rates established in the reimbursement manual, Bidders are asked to provide a fee-based cost estimate for the services proposed with a supporting budget through submission of Appendix D-2 Budget Workbook.	
<b>Total:</b>	<b>100</b>
<b><u>Bonus points will be awarded based on the following:</u></b>	
<ul style="list-style-type: none"> <li>• Bidder’s whose solution describes how they will commit to and leverage other public-private partnerships and any in-kind funding sources to complement the proposed model.</li> </ul>	5
<ul style="list-style-type: none"> <li>• Signed Memorandum of Understanding (MOU) with partner organization(s).</li> </ul>	5
<ul style="list-style-type: none"> <li>• If a public-private partnership will be proposed, evidence of previous partnerships focused on housing or wrap around supports and services for vulnerable populations.</li> </ul>	5
	Total: 15
<b>Total</b>	<b>115</b>

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 Bidder’s capabilities so the responding Bidder should be detailed in their proposal responses.

**4. Proposal Clarification**

The Evaluation Team may contact any Bidder 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 Bidder, whether or not included in the Bidder’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 Bidder personnel. If the Bidder is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**6. Oral Presentations**

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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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After initial scoring and a determination that Bidder(s) are qualified to perform the required services, selected Bidders may be invited to make oral presentations to the Evaluation Team. All Bidder(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 Bidder representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the Bidder's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the Bidder'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 Bidder(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.

### **4. General Information**

- a. The term of the contract between the successful Bidder and the State shall be for three (3) years with two (2) optional extensions for a period of one (1) year for each extension.
- b. The selected Bidder 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

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of Delaware. Bidders will be required to sign the contract for all services, and may be required to sign additional agreements.

- c. The selected Bidder 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 Bidder'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 Bidder'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 Bidder shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No Bidder 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 Bidder.
- f. If the Bidder 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 Bidder. Such Bidder 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 Bidder(s) and prospective Bidder(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Bidder(s) void.

By responding, the Bidder shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Bidder 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 Bidder's proposal preparation.

Advance knowledge of information which gives any particular Bidder advantages over any other interested Bidder(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

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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 Bidder 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 Bidder, its affiliates, actual or prospective contractors, or any person acting in concert with Bidder, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a Bidder may result in rejection of the Bidder's proposal.

This paragraph does not prevent the employment by a Bidder of a State of Delaware employee who has initiated contact with the Bidder. 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 person who cannot legally accept employment under state or federal law. If a Bidder 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**

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Bidder 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 Bidder for all purposes including any required compliance with the Affordable Care Act by the Bidder. Bidder 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 Bidder 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, Bidder 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 Bidder's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Bidder will waive any separation fee provided an employee works for both the Bidder 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 Bidder.

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 Bidder, 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 Bidder and delineate the Additional Fee from all other charges and fees. The Bidder 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 Bidder. 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 Bidder(s) for award.

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**d. Licenses and Permits**

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

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Bidder 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 M. DuPont Highway, New Castle, DE 19720  
Springer Building**

**f. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing Bidder 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 Bidder's, its agents and employees' performance work or services in connection with the contract.

**2. Proprietary Rights Indemnification**

Bidder 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 Bidder in writing and Bidder shall defend such claim, suit or action at Bidder's expense, and Bidder shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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

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

**g. Insurance**

1. Bidder 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 Bidder'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 Bidder in their negligent performance under this contract.
2. The Bidder 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 Bidder 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 Bidder pursuant to this Agreement as well as all units used by Bidder, regardless of the identity of the registered owner, used by Bidder for completing the Work required by this Agreement to include but not limited to transporting Delaware residents 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 Bidder 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  
Contract No: HSS-20-040  
1901 N. DuPont Highway, New Castle, DE 19720  
Springer Building  
Attention: Contracts Unit

Nothing contained herein shall restrict or limit the Bidder's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Bidder procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Bidder has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Bidder as part of this Agreement, the State of Delaware's self-insured

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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 Bidder shall provide a Certificate of Insurance (COI) as proof that the Bidder has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded Bidder(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 Bidder 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. Bidder Emergency Response Point of Contact**

The awarded Bidder(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 Bidder. Failure to provide this information could render the proposal as non-responsive.

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

**l. Warranty**

The Bidder 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 Bidder 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**

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All contract costs must be as detailed specifically in the Bidder'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 Bidder 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 Bidder 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.

**o. Liquidated Damages**

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

**p. Dispute Resolution**

At the option of, and in the manner prescribed by the Division of Substance Abuse and 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

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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 Division of Substance Abuse and Mental Health.

**1. Termination for Cause**

If, for any reasons, or through any cause, the Bidder fails to fulfill in timely and proper manner its obligations under this Contract, or if the Bidder 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 Bidder of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Bidder under this Contract shall, at the option of the State, become its property, and the Bidder 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 Bidder 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 Bidder response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Bidder response. If the State does accept the Bidder's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Bidder must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Bidder successfully rectifies the original violation(s). At its discretion the State may reject in writing the Bidder'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 Bidder 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**

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In performing the services subject to this RFP the Bidder, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Bidder 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 Bidder 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 Bidder 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 off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**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 or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Division of Substance Abuse and Mental Health.

**w. Personnel, Equipment and Services**

1. The Bidder 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 Bidder 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.

**x. Fair Background Check Practices**

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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 vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

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

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

**z. Drug Testing Requirements for Large Public Works**

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

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[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees  
Working on Large Public Works Projects](#)

**aa. Work Product**

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

**bb. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful Bidder shall constitute the contract between the State of Delaware and the Bidder. 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, Bidder'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 Bidder.

**cc. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Bidder 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 Bidder 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 Bidder in default.

The selected Bidder 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.

**dd. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations

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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.

**ee. 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 Bidder 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 Bidder shall meet and confer about coordination of representation in such action.

**ff. 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.

**gg. 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.

**hh. 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 Bidder 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 Bidder. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Bidder 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 Bidder, 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 Bidder's financial records will be borne by the Bidder. Reimbursement to the State for disallowances shall be drawn from the Bidder's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**ii. IRS 1075 Publication (If Applicable)**

**1. Performance**

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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.

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.

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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, 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**

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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. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**jj. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected Bidder 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 Bidder 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 Bidder record.

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12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-20-040** 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

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 Bidder(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Bidder shall not use the State's seal or imply preference for the solution or goods provided.

### 2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. 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:

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

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- Attachment 6 – Subcontractor Information Form
  - Attachment 7 – Monthly Usage Report
  - Attachment 8 – Subcontracting (2nd Tier Spend) Report
  - Attachment 9 – List of Contracts in the State of Delaware Form
  - Attachment 10 – Office of Supplier Diversity Application
- **Appendices:**
- Appendix A – Minimum Response Requirements
  - Appendix B – Scope of Work / Technical Requirements
  - Appendix B-1 – Key Outcome Indicators
  - Appendix C – Business Proposal Requirements
  - Appendix C-1 – Budget Workbook Instructions
  - Appendix C-2 – Budget Workbook
  - Appendix C-3 – RFP Financial Survey
  - Appendix D– Division of Substance Abuse & Mental Health (DSAMH) Policies
  - Appendix E – Divisional Requirements
  - Appendix F – Professional Services Agreement

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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 15<sup>th</sup> (or next business day after the 15<sup>th</sup> 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 the 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 15<sup>th</sup> 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.

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

Accurate 2<sup>nd</sup> tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [Bidderusage@delaware.gov](mailto:Bidderusage@delaware.gov) on the 15<sup>th</sup> (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.

STATE OF DELAWARE  
DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
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Attachment 1

**NO PROPOSAL REPLY FORM**

**Contract No. HSS-20-040**

**Contract Title: COMPREHENSIVE  
BEHAVIORAL HEALTH SUPPORTIVE  
HOUSING**

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 Bidder's List by so indicating below, or do not return this form or bona fide proposal.

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

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

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

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

**Attachment 2**

**CONTRACT NO.:** HSS-20-040  
**CONTRACT TITLE:** Comprehensive Behavioral Health Supportive Housing  
**DEADLINE TO RESPOND:** August 18, 2020 at 11:00A.M. (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Bidder 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 Bidder who also submitted a proposal as a primary Bidder 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 Bidder that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Bidder'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 \_\_\_\_\_

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

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

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





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

Attachment 5

**Contract No. HSS-20-040**  
**Contract Title: Comprehensive Behavioral Health Supportive Housing**

**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).

<b>1. Contact Name &amp; Title:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone # / Fax #:</b>	
<b>Current Bidder (YES or NO):</b>	
<b>Years Associated &amp; Type of Work Performed:</b>	
<b>2. Contact Name &amp; Title:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone # / Fax #:</b>	
<b>Current Bidder (YES or NO):</b>	
<b>Years Associated &amp; Type of Work Performed:</b>	
<b>3. Contact Name &amp; Title:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone # / Fax #:</b>	
<b>Current Bidder (YES or NO):</b>	
<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

STATE OF DELAWARE  
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**Attachment 6**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. HSS-20-040	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
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							
Bidder Name*	Bidder TaxID*	Contract Name/ Number*	Bidder Contact Name*	Bidder 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 Bidder.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [Bidderusage@delaware.gov](mailto:Bidderusage@delaware.gov)

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**Attachment 9**

**Contract No. HSS-20-040**  
**Contract Title: Comprehensive Behavioral Health Supportive Housing**  
**LIST OF CONTRACTS WITH STATE OF DELAWARE**

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

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

\* use additional copies of the form if more space is needed.

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



**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](mailto:OSD@Delaware.gov)

For more information, please send an email to OSD:

[OSD@Delaware.gov](mailto: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, 10<sup>th</sup> Floor  
Wilmington, DE 19801

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

Email: [OSD@Delaware.gov](mailto: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  
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 Bidder solicitation response must contain at a minimum the following information, as outlined below. For Bidders responding to more than one housing type (e.g., recovery housing, supported apartments, respite), they may submit one response for the following mandatory submission requirements:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services. Also, the transmittal letter must attest to the fact, at a minimum, that the Bidder shall not store or transfer non-public State of Delaware data outside of the United States.
2. The remaining Bidder proposal package shall identify how the Bidder 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) completed budget workbook (see Appendix D-2)
5. One (1) completed, signed and notarized copy of the non-collusion agreement (See Attachment 2)
6. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
7. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
8. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
9. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
10. One (1) complete List of Contracts in the State of Delaware Form (see Attachment 9)
11. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each Bidder's proposal. **Failure to provide all appropriate information may deem the submitting Bidder as “non-responsive” and exclude the Bidder 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 submit proposals online at <https://dhss.bonfirehub.com>.**

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**Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The RFP includes several housing types as described below. Any provider that proposes to house eight (8) or more individuals in a house setting must also comply with Title 29 Minimum Standards for Congregate living. As applicable, all housing types are required to comply with the Fair Housing Act and related Federal regulation.

Bidders must identify which housing type(s) they are responding to under the scope of work. Bidders are also required to answer all questions as outlined in Appendix B, but may submit one response, identifying which housing type is described within the content where multiple housing types are described. For example, if a Bidder is responding to recovery housing and supported apartments, they should respond to the requirements in Appendix B and indicate where the response applies across housing types, and where it is meant to specifically address one housing type.

Housing Type	Staffing
<b>Recovery Housing</b> (formerly named Sober Living includes Transitional Housing)	On site 24-hour, 7-day a week staffing in addition to on-call supervision. <ul style="list-style-type: none"> <li>• NARR II- at least 1 FTE</li> <li>• NARR III - Facility manager, certified staff or care managers</li> <li>• NARR IV- Staffing levels as defined in Section 6001,13.1.2 of Title 16 of the Delaware Administrative Code related to Operation, Staffing, and Staff Schedules for transitional residential treatment.</li> </ul> Description of NARR levels can be found at: <a href="https://narronline.org/wp-content/uploads/2016/12/NARR_levels_summary.pdf">https://narronline.org/wp-content/uploads/2016/12/NARR_levels_summary.pdf</a>
<b>Supported Visions Living Residences</b>	Staff on-site 24/7days a week with access to congregate living clinical staff 24/7 for direction for any medical or psychiatric crisis
<b>Supported Apartments</b>	Staff on-site 24/7 to check on the resident during day/staff on-call during off hours (including Medicaid certified supervised apartments)
<b>Specialized Respite Program (SRP)</b>	Staff on site 24/7 with access to medical or clinical staff, based on the following levels <p><b>Medical Respite</b></p> 1 FTE medical social worker, .25 FTE Nurse Practitioner; MD oversight available 24/7. <p><b>BH/SUD Respite</b></p> 1 FTE licensed clinical staff member (e.g., LCSW, LMHC), peers on-site, with 24/7 on call medical support (e.g., RN, NP)

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<b>Group Homes</b>	Staff on site 24/7 with access to clinical staff 24/7 for direction for any medical or psychiatric crisis. This category is also referred to as “Community Residential Alternatives” in the Promoting Optimal Mental Health for Individuals through Supports and Empowerment (PROMISE) reimbursement manual <sup>2</sup>
--------------------	--

In the technical response, Bidder’s response will be evaluated for completeness and soundness of approach (see III. Required Information B. General Evaluation Criteria) including describing how the program requirements below will be addressed. These program requirements are core elements for each of the housing areas of service and should be addressed in Bidder’s Technical response.

**A. Program Design**

Bidder is responding to programs serving people with SUD and/or co-occurring disorders must include a Recovery Plan that requires the involvement of a certified and credentialed counselor and clinical supervisor(s). Current standards found under Title 16, Section 6001, 3.0 Definitions and 6.1 Staff Qualifications for Substance Use Disorder Treatment Staff implies that “Treatment” activities would be occurring in house at the provider’s program. Under NARR Level III standards, “Treatment” services do not take place in house. NARR Level IV provides for clinical services to be carried out in house. Thus, if operating under Level III standards, a “Recovery Plan” would be developed by the outside community clinical services provider, not the Recovery Living Residence provider. The Recovery Plan should provide an explicit, detailed plan for addressing those issues as well as the transition plan with deadlines and outcomes for the beneficiary to move to the appropriate housing option (e.g., from Group Home to apartment in a timely manner).

Bidders must provide safe, affordable, and stable housing and wrap around services setting that include services delinked from housing. Services may 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.

Bidders must ensure that the beneficiary’s preferences need to be considered when identifying the appropriate levels and types of support services. Sometimes, the resident may prefer a housing option (e.g., supported apartment) at a level of care that clinical and housing experts believe would create a health and safety risk, (i.e., where the person’s needed level of care is higher than the preferred housing option). If this occurs, the staff should complete a risk assessment as outlined in the Care Manager manual and the recovery plan should identify the services, activities, and supports that can be mobilized in order to achieve the beneficiary’s preference.

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<sup>2</sup> Bidders 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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Bidders should include comprehensive case management (including outreach) incorporated and integrated with housing services in coordination and collaboration with other health care providers, including primary care, and community-based social support and recovery services.

Bidders are expected to engage in meaningful continuing care collaboration and coordination of care with, primary care providers, acute care facilities, existing outpatient services, recovery housing resources (where applicable), as well as other community treatment resources. Bidders are also expected to provide trauma-informed care practices that promote a culture of safety, empowerment, and healing and patient-centered planning methods with the goal of guiding the patient towards full participation in the community.

Bidders must provide comprehensive discharge planning as outlined in DSAMH's discharge planning policy.

## **B. Priority Populations**

The target population for Recovery Housing includes adults ages 18 and older, who are residents of Delaware. Applicants will have a primary diagnosis of substance abuse. Residents will need to meet the National Association of Recovery Residences (NARR) Level II-IV criteria for Support Services. Residents with co-occurring mental health disorders will be eligible for admission. Recovery housing also offers connections to peer support. This serves as a vital link to help individuals build recovery capital through mutual and peer support in an environment that supports their recovery as they transition to living independently and productive in the community. The programs will be designed for a variable length of stay based exclusively on the needs of the individual.

Bidder must define an intake process that promotes the safety of all residents, including a new applicant. Bidders are encouraged to detail how their intake will provide an individualized eligibility process that addresses the following considerations:

- Describe how they will verify client residency status or where appropriate work with the client to establish residency and residency documentation.
- Describe how the process will ensure the appropriateness of residency when documentation is insufficient and steps taken to ensure the safety of all residents.
- Describe any program limits regarding accepting clients that may pose a safety risk to the client or others residing in the residence or vicinity of the proposed location.
- Describe how the program will work with clients who are ineligible for acceptance to either find alternative services or work to remove barriers to approval if applicable.
- Describe how the process is geared towards inclusion and acceptance rather than exclusion.

Describe how the program will work with current residents who lose their ability to achieve residency status while at the residence.

The bidder response overall will detail how the program will support the safety of all residents in Recovery Housing, including individual ability to access services and benefits that they will need to be successful in the community

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Bidders must maintain detailed plans including wait lists procedures for managing high risk/priority populations including intravenous drug use, and high risk populations, including but not limited to: individuals residing in rural areas, aging populations, transition age youth, people who use intravenous drugs , pregnant women, women with dependent children, women who are attempting to regain custody of their children families, individuals with Opioid Use Disorder (OUD), and culturally diverse populations.

Bidders must serve priority populations consistent with the Substance Abuse and Mental Health Services Administration (SAMHSA) populations as outlined in [DSAMH's Capacity Management and Priority Populations DSAMH 010 Policy](#). Priority populations include pregnant women who inject drugs, pregnant women who abuse substances in other ways, and other individuals who inject drugs. Bidders will describe how they will ensure that all policies and procedures are followed as it relates to caring for these priority populations, wait list procedures, and additional details consistent with all state and federal policies.

### **C. Staffing Standards**

Bidders must meet the following staffing standards for any service Bidder is bidding

1. Requirements listed for applicable billable services according to third party billing requirements.
2. Willing to comply with all department standards including regulations, policies, and procedures related to provider qualifications.
3. Willing to complete department required training for the Evidence Based Practice (EBP) when required. Willing to supply evidence of EBP certificates if previously completed by staff.
4. Supervised by a team lead who has received specific, relevant EBP training.
5. Have criminal background investigations in accordance with state requirements.
6. Have a screening against the child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del Code Section 708 and 11 Del Code Sections 8563 and 8564 and not have an adverse registry finding(s) in the performance of the service.
7. Have a valid driver's license if the operation of a vehicle is necessary to provide the service.
8. In the case of direct care personnel, possess certification through successful completion of training program as required by the Department (e.g. physician, nurse, psychologist, social worker, Peer Support Specialist, etc.).

### **D. Pricing**

Bidder must accept pricing/costs cannot exceed the rates listed in the most current Delaware Adult Behavioral Health DHSS Service Certification and Reimbursement Manual<sup>3</sup>. Please note, Group Homes are referred to as Community Residential Alternatives in the reimbursement manual, and Recovery Housing are also referred to as Sober Living Houses.

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<sup>3</sup> Bidders 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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For housing types which do not have rates established in the reimbursement manual, Bidders are asked to provide a fee-based cost estimate for the services proposed with a supporting budget through submission of Appendix D-2 Budget Workbook. Please note start-up costs may be considered. Please see the example of startup costs outlined in the payment schedule below.

Example Start-up Payment Schedule: 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

Final rates/pricing will be determined at the time of contracting in discussions with DSAMH. DSAMH may implement financial incentives tied to key performance metrics. DSAMH may also propose alternative value-based payment models at the time of contracting. 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.

To participate in this program:

- Bidder 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/>.
- Bidder 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/>.
- Bidder will be required to enroll as a Medicaid Fee for Service Bidder as well as enroll with the Managed Care Organizations Bidder panels (for Medicaid eligible services).
- Bidder 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>

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**E. Adherence to Policies, Processes, Procedures, Requirements, Rules, Laws, and Regulations**

Bidders that provide respite or housing services directly or indirectly are following Local Town ordinances and regulations, Delaware State Housing Regulations, and Federal Housing laws.

Bidders are required to ensure that all housing options offered to residents are required to adhere to all local state and federally applicable policies, processes, procedures, requirements, rules, laws, and regulations, including, but not limited to those listed in this RFP and especially the DSAMH Housing Policy (dependent on housing). Providers policies and practices must detail adherence to both “Provider Housing Informed Consent Requirement” and “DSAMH Housing Policy.” In settings where these policies do not apply in part or full the Bidder must detail this and obtain written approval from DSAMH.

Bidders are required to ensure that residents are fully informed of their rights and responsibilities as tenants.

Additionally, Bidder

- A. is responsible for ensuring physical site meets all local, state, and federal ordinances and legal requirements prior to and throughout resident occupancy. Examples include but are not limited to Town Zoning, Fire Safety, Landlord/Tennent Code, Group Home Regulations, or other requirements dependent on provider setting, size, and scope of services.
- B. has responsibility to manage property or lease if not owned by Bidder, manage community relationships, and any legal issues or law suites related to property. This may include responding to CLASI inquiry or representing program in Landlord/Tenant court.
- C. has responsibility to ensure appropriate services are in place based on setting and population served to meet all program requirements and level of care standards required by contract or state regulations.
- D. when applicable, must meet and maintain requirements for licensure with Delaware Health Care Quality Commission to provide respite or housing services before resident occupancy.
- E. when applicable, must meet and maintain requirements for Delaware State Housing Authority requirements for property before resident occupancy.
- F. when applicable, must meet and maintain requirements for Department of Housing and Urban Development (HUD) requirements for property before resident occupancy.

Dependent on setting housing units may have to meet full definition of HCBS settings:

- G. The setting is integrated in and supports full access to the greater community;
- H. Is selected by the individual from among setting options;
- I. Ensures individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- J. Optimizes autonomy and independence in making life choices,
- K. Facilitates choice regarding services and who provides them,
- L. The individual has a lease or other legally enforceable agreement providing similar protections.

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**F. Informing Residents about Housing Options**

Bidders are required to ensure that consumers are informed about housing options and are provided an array of options that meet minimum requirements for housing. DSAMH is committed to promoting choice, affordability, and quality in housing for all enrolled consumers with mental illness and/or substance use disorders.

**G. Integrated Services**

Bidder will ensure close communication and coordination among the staff members, clinical team members, care managers, and residents to tailor supervision and services appropriately, ensure supported coordination of clinical services, and educate and empower the resident to achieve the highest possible level of independent living. Formal and informal processes for collaboration will be devised and routinely implemented. Those processes will be regularly reviewed to determine their effectiveness for optimal coordination of care. The Recovery and Transition Plans will govern the support and treatment activities of all parties.

Bidders focused on SUD and/or co-occurring populations will provide solutions that include additional integrated services aligned with the housing types, including but not limited to:

1. Intake and assessments;
2. Outreach and engagement strategies;
3. Evidence-based health and wellness services;
4. Recovery-oriented case management interventions and services;
5. Crisis intervention services;
6. Harm reduction services; and
7. Referrals to other community services, such as educational opportunities or vocational services;

Bidders must use the Delaware Treatment and Referral Network (DTRN) when making referrals for residents requiring access to behavioral health treatment services.

**H. Recovery and Transition Plans**

For individuals with co-occurring or substance use disorder(s), Bidder will co-develop an individualized recovery plan with the resident which includes:

1. a transition plan/strategy;
2. services and supports available for residents to increase recovery capital through such things as recovery support and community service, work/employment, etc.; and
3. written criteria and guidelines for peer leadership and mentoring roles;
4. structured scheduled, curriculum-driven, and/or otherwise defined support services and life skills development by trained staff (peer and clinical) to provide learning opportunities; and
5. a care coordination team to support the maintenance and execution of the plan.

**I. Accessibility**

All Bidders must provide accessibility to services in terms of transportation; American Disabilities Act; and sensitivity to the education; ethnic and cultural needs of the community. The provider must demonstrate that they have access to the requisite language resources for individuals assigned to their program who do not speak English (or who have other language accessibility needs).

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**K. Safeguarding of Resident Funds**

The Bidder is responsible for safeguarding and managing Resident/resident funds, and must:

1. provide accountability for the property, and for management, receipt and disbursement of resident/resident funds;
2. notify DSAMH immediately in writing of any incident of misappropriation of resident/resident funds or property;
3. arrange for representative payee services when warranted by the resident's/resident's ability to manage his or her own funds;
4. conduct an independent annual professional audit of all resident/resident funds, and submit audit findings to DSAMH no later than June 30th of each year; and
5. 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 Bidder shall not bill DSAMH for services provided under this Contract which may otherwise be submitted to an individual's health insurance for reimbursement. The Bidder shall not bill DSAMH for additional reimbursement after receiving payment from an individual's health insurer if the Bidder disagrees with the health insurer's rate of reimbursement.

1. The Bidder'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 Bidder shall be subject to claw back 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.

**L. Quality Improvement**

Bidder, as part of day-to-day operations, shall maintain a Quality Improvement plan for identifying, evaluating and correcting deficiencies in the quality and quantity of services with identified "performance targets". The Quality Improvement plan shall have a documented method for managing these targets including how they will be evaluated, tracked and reported.

**M. Data Submission**

All awarded Bidders submitting electronic data are required to use the state's Secure File Transfer Protocol (SFTP) site. Bidders 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 Bidder's inability to use the SFTP site. Contact DSAMH for information ([DSAMH\\_SRU@delaware.gov](mailto:DSAMH_SRU@delaware.gov)) on creating an account and any other questions or concerns about data reporting requirements.

To accomplish this, several authorization forms need to be completed and returned to the DSAMH SRU. In addition, SFTP resident 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](http://dhss.delaware.gov/dhss/dms/irm/files/sftpuserprocedures_20120611.pdf)

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3. DHSS SFTP Quick Start Guide  
<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>

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

Data Submission elements will be specified each contract.

#### **N. Consumer Report Form (CRF)**

All Awarded Bidders are required to submit CRF information for all publicly funded residents served. This includes all Medicaid, Medicare and DSAMH funded residents.

Performance outcomes will be measured through submission of the 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 Bidder. The Bidder is responsible for complying with any updates and/or changes.

The Bidder shall implement policies and procedures for ensuring the complete, accurate and timely submission of encounter data (CRF) for all services for which Bidder 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 Bidder must comply with completing all data elements as defined; reporting deadlines; and format submission requirements. Bidder shall have in place mechanisms, including edits and reporting systems enough to assure encounter data transfer is complete and accurate prior to submission to DSAMH SRU. Bidder 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 Bidder shall ensure that corrected data is transferred within the ten (10) business days of receipt of DSAMH notification. Upon Bidder's written request, DSAMH may provide a written extension for submission of corrected encounter data.

Bidders 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 Bidders for coming adjustments to their system.

#### **O. Record Keeping Requirements**

Bidder will be responsible for maintaining a record on each resident and safeguarding the medical record and its contents against loss, tampering, and unauthorized use. The medical record documents information about a consumer's mental illness, rehabilitation, assessment results, recovery plans, treatment, and support services received. The records must be comprehensive,

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up to date, and provide evidence of the provision of high quality, comprehensive, person centered treatment, according to the individualized recovery plan goals.

Bidder shall develop and maintain a plan that shall include a process and procedure where residents who are able may document their experiences in their own medical record.

In addition, Bidder shall provide monthly statistical reports, as defined by DSAMH, to monitor program activities, resident demographics, program performance and outcomes.

The Bidder shall ensure the maintenance of complete and accurate records for each beneficiary served. Complete records shall include documentation enough to disclose the quantity, quality, appropriateness, and timeliness of services provided. The content of medical records shall be consistent with the utilization control requirements in 42 CFR Part 456, Subparts A and B.

The Bidder shall ensure that records are maintained in a detailed and comprehensive manner that conforms to good professional practice, permits effective professional review and audit processes, and facilitates an adequate system for follow-up. Records must be legible, signed, and dated. Records must be documented accurately and in a timely manner, readily assessable, and permit prompt and systematic retrieval of information.

**P. 100 Million Lives Well-being In the Nation (WIN) Measurement Framework and Assessment**

DSAMH will be standardizing the submission of Well-Being In the Nation (WIN) Measurement Framework and Assessment<sup>4</sup>. The WIN offers a set of common measures to assess and improve population and community health and well-being across sectors and is intended to help people address all of the drivers of health, well-being and equity together. This includes measures for the social determinants of health. The framework is divided into three elements: core measures, leading indicators, and a full flexible set of measures. The framework was developed by the National Committee on Vital and Health Statistics; measure development was facilitated by 100 Million Healthier Lives, with input from 100+ people and organizations.

**Q. Measurement and Monitoring**

The Bidder is required to submit Consumer Reporting Forms (CRF) upon admission and discharge. Programs will also be required to develop internal performance and outcome measures (such as drug use, criminality, education, employment, housing, etc.) to evaluate program effectiveness and identify areas where improvement is needed, and to submit annual reports to DSAMH in a format to be agreed upon by the provider and DSAMH. Programs will be required to collect and report performance and outcome statistics to DSAMH in accordance with the requirements of the SAPT Block Grant.

DSAMH has the right to conduct any on-site evaluation and monitoring of the Bidder'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 Bidder.

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

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<sup>4</sup> [www.winmeasures.org](http://www.winmeasures.org)

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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 Requirements, Scope of Services, and Contract Budget information	On-site monitoring, review of program reports, third-party feedback
Reconcile accounts before submitting invoices	Review of Bidder invoices and back-ups to the invoices
Submit required invoices on time	Review of Invoices
Deliver required reports	Review of Reports and Deadlines

**R. Quality Measures/Key Outcome Indicators**

As requested by DSAMH, selected Bidders will be expected to provide reporting, defined at the time of contracting and on an ongoing basis. Quality measures will be comprised of structure, outcome, process and/or resident experience measures such as the 100 Million Lives WIN Well-Being Assessment, 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. As appropriate, measures from existing programs and measure sets will be considered for incorporation such as measures which support PROMISE, or the Substance Use Treatment and Recovery Transformation (START) Initiative.

DSAMH will perform contractual renewal evaluations based on the performance and quality measures outlined at the time of contracting and programmatically established and updated on an ongoing basis. Measure reporting may require providers to participate in mandatory training. Trainings may be out of state and potentially occur over multiple days. The Bidder is mandated to send all relevant staff to DSAMH sponsored trainings and ensure continuity of training material within the organization in the event of staff turnover.

At the end of each year, DSAMH will evaluate performance according to outcome measures defined above, random file reviews and resident interviews based upon the below criteria (e.g. positive and negative outcomes). DSAMH reserves the right to periodically update, add, and/or modify measures and other data requirements. A process will be developed to ensure successful Bidders are included with enough notice for a successful Bidder to implement identified measures.

Below are examples of outcome measures that DSAMH and successful Bidders may collect. Encounter-Derived Measures will be periodically calculated by the State using various data sources such as claims data, CRF data, etc. Bidders shall report on Provider-Derived performance measures at intervals and pursuant to instructions to be specified by the State. DSAMH, with input from successful Bidders, will identify additional measures from those not marked as “current measures” from the following list or others as determined by DSAMH. Please note that a resident who reports a positive status with their housing but does not necessarily experience a change in housing type and is able to retain housing from year to year will be considered a positive outcome.

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**Example Housing Measures**

Measure	Definition	Source
% of DSAMH residents self-report report that their housing situation has improved (Mental Health Statistics Improvement Program (MHSIP)).	% of DSAMH residents in Consumer Satisfaction Survey who agree or strongly agree that their housing has improved	DSAMH Consumer Satisfaction Survey administered annually
% of DSAMH residents who move from unstable to stable categories of housing from intake to discharge	DSAMH to define stable and unstable on CRF as part of revision	DSAMH Consumer Reporting Form (CRF) administered at admission, discharge and change in LOC
% change in DSAMH residents reporting positive change from admission to discharge on the Gallup well-being assessment " Indicate where on the ladder you personally stand right now."	Change in DSAMH residents who report thriving/score of 7+ from intake to discharge	DSAMH Consumer Reporting Form administered at admission, discharge and change in LOC

**Example Projects for Assistance in Transition from Homelessness (PATH)  
grant measures related to Housing**

Measures
General demographic data (race, age, sex, co-occurring conditions, veteran status)
Living situation prior to entry into program: <ul style="list-style-type: none"> <li>• Unsheltered Situation</li> <li>• Sheltered Situation</li> <li>• Institutional Situation</li> <li>• Permanent housing</li> </ul>
% of residents referred to community mental health services. (Source DTRN)
% of residents receiving community mental health services. (Source CRF)
Additional outcome measures related to moving towards a more stable situation including <ul style="list-style-type: none"> <li>• Income from any source (entry vs exit)</li> <li>• SSI/SSDI (entry vs exit)</li> <li>• Medicaid/Medicare/insurance (entry vs exit)</li> </ul>

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**Example Substance Use Treatment and Recovery Transformation (START) Measures**

Measure Title	Measure Code	Measure Description
Follow-Up visit after All-Cause Emergency Department (ED) Visit with Mental Health (MH) or Substance Use Disorder (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

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Measure Title	Measure Code	Measure Description
		types of FDA-approved drug products: buprenorphine; oral naltrexone; long-acting, injectable naltrexone; and methadone.
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 Alcohol or Other Drug (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, T40.3, 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.
Continuity of Pharmacotherapy	CONTOUD	Individuals in the denominator who have at least 180 days of continuous pharmacotherapy with a medication

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Measure Title	Measure Code	Measure Description
for Opioid Use Disorder		prescribed for OUD without a gap of more than seven days.
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.
Adult MH Suffering	ADULTMHWELL2	Percent of Delawareans 18 years of age and older who self-report a low level of mental health wellbeing/are suffering.
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
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 residents who are employed.
Housing	HOUS	% of DSAMH residents 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."
Adult Adverse Childhood Experiences (ACES)	AACES	Percentage of Delawareans ages 18+ who report having experienced ACES (0, 1, 2, 3, 4 ACES).
Peer Recovery Specialists	Government Performance and Results Act (GPRA) and other DSAMH-defined measures	Individual sessions per resident, including but not limited to: Peer Coaching or Mentoring Housing Support Alcohol- and Drug-Free Social Activities Information and Referrals Other Peer-to-Peer Recovery Support Services (Specify)

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**Example Community Reintegration Support Project (CRISP) Measures**

<b>Measures</b>
<p>Positive Outcome measures: Performance expectation that the following outcomes be increased:</p> <ul style="list-style-type: none"> <li>• Housing acquisition and retention for 100% of residents</li> <li>• The number of residents in work-related skill training and educational programs</li> <li>• The number of residents with jobs</li> <li>• Documented success in linking 95% with somatic care, dental care and vision care using a stable provider to ensure that consistency in care is developed and maintained</li> <li>• Improvement in residents scores on psychological and functional assessments including developing additional strengths</li> <li>• The success of the provider in fulfilling residents' needs as defined in the Recovery plan. DSAMH expectation is that a baseline of 75% of residents will meet this positive outcome by the end of the first-year post discharge</li> </ul>
<p>Negative Outcomes</p> <ul style="list-style-type: none"> <li>• Number of residents involuntarily dis-enrolled in the year</li> <li>• Number of Emergency department visits by resident and in aggregate</li> <li>• Number of inpatient bed days/admission by resident and in aggregate</li> <li>• Number of nights spent in homeless shelters by resident and in aggregate</li> <li>• Number of individuals in the population who become homeless, number of days per resident and in aggregate</li> <li>• Number of days spent in prison by resident and in aggregate</li> </ul>
<p>Positive Outcomes Incentive Account Percentages</p> <ul style="list-style-type: none"> <li>• DSAMH expects 100% of residents in the CRISP program will be assisted to acquire and retain approved housing to meet the goal and receive 40% of total holdback as calculated annually.</li> <li>• DSAMH expects providers to document success in linking 95% of consumers with stable primary care provider</li> </ul>

**S. Outcomes Reporting**

Outcomes will be measured through an annual submission of the Consumer Reporting Form (CRF) and a monthly report of key indicators presented in the chart below. Payment for services will be withheld until the required reports are submitted. CRF submission information and instructions are available at <http://dhss.delaware.gov/dhss/dsamh/cpfrms.html>.

Requirements for collection and reporting of performance measures will be phased-in annually as described in the following table.

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<b>Measures and Reporting Implementation Schedule</b>	
Base Contract Year*	Measure Reporting Requirement
Year 1	<ul style="list-style-type: none"> <li>• Providers shall continue submission of all required program and service-specific measures and other data elements.</li> <li>• Providers receive training on annual Consumer Reporting Form (CRF) data submission, DSAMH policy reporting requirements, and Provider-Derived performance measures specifications.</li> <li>• Providers submit complete, timely and accurate CRF data to DSAMH.</li> <li>• DSAMH, with provider input, begins identification of additional measures that will be added to reporting requirements in subsequent contact years. DSAMH, with provider input, identifies data required to demonstrate policy compliance (see year 2 below).</li> </ul>
Year 2	<ul style="list-style-type: none"> <li>• Providers continue submission of all required program and service-specific measures and other data elements.</li> <li>• Providers continue submitting complete, timely and accurate CRF data to DSAMH.</li> <li>• Providers submit data to demonstrate compliance regarding the following DSAMH policies:               <ul style="list-style-type: none"> <li>○ <a href="#">Charitable Choice Policy</a></li> <li>○ <a href="#">Community Access to Treatment Standards Policy</a></li> <li>○ <a href="#">Cultural Diversity Linguistic Services Policy</a></li> <li>○ <a href="#">Discharge from Services Policy</a></li> <li>○ <a href="#">Housing Policy</a></li> <li>○ <a href="#">Outpatient Treatment Over Objection (OTOO) Policy</a></li> <li>○ <a href="#">Provider Appeal Process Policy</a></li> <li>○ <a href="#">Capacity Management and Priority Populations Policy</a></li> <li>○ <a href="#">Emergency Preparedness Policy</a></li> <li>○ <a href="#">Trauma Informed Care Policy</a></li> <li>○ <a href="#">Delaware Treatment and Referral Network Standards</a></li> <li>○ <a href="#">Resident Responsibility and Billing for Uninsured Policy</a></li> <li>○ <a href="#">Critical Incident Reporting</a></li> <li>○ <a href="#">Nicotine Dependence and Treatment</a></li> </ul> </li> </ul> <p style="margin-top: 10px;">In addition, providers begin submission of Provider-Derived Performance measures as determined by DSAMH in year 1.</p>

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Year 3	• Same as year 2 data requirements
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Bidders selected for contract negotiations should be aware that DSAMH intends to include a robust “Quality Improvement” methodology into any contract resulting from this RFP. The requirement contained in this paragraph is an essential and material term of any proposal and the failure to include a “Quality Improvement” section shall be grounds to deem such proposals non-responsive. DSAMH reserves the right to accept or reject, in whole or in part, or negotiate any portion of the proposal’s “Quality Improvement” section during the negotiation phase of this matter. DSAMH also reserves the right to attach financial incentives for compliance and financial penalties for non-compliance with the terms and requirements of the “Quality Improvement” section of any contract arising out of this RFP.

**T. Miscellaneous**

Bidder must ensure compliance with the following:

1. Current State motor vehicle registration for all vehicles owned, leased, and/or hired and used as a component of the Individual Employment Support services.
2. Applicable Delaware regulations and agree to be enrolled as a DSAMH provider.
3. Department standards, including regulations, policies, and procedures relating to provider qualifications.
4. Current automobile insurance for any automobiles owned, leased, and/or hired when used as a component of the service.
5. Current Worker’s Compensation insurance in accordance with State statute and in accordance with department policies.
6. Current Commercial General Liability insurance.
7. Employee (direct, contracted, or in a consulting capacity) training to meet the unique needs of the beneficiary; for example, communication, mobility, and behavioral needs.

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**Scopes of Work**

Bidders must identify which housing type(s) they are responding to under the scope of work as outlined in appendix B1-5 below. Bidders are also required to answer all questions as outlined in Appendix B, but may submit one response, identifying which housing type is described within the content where multiple housing types are described. For example, if a Bidder is responding to recovery housing and supported apartments, they should respond to the requirements in Appendix B and indicate where the response applies across housing types, and where it is meant to specifically address one housing type.

**Appendix B.1 Recovery Housing**

**A. Purpose**

Recovery residences provide a safe and supportive living environment that is alcohol-free and illicit-drug free housing for individuals with substance-related disorders, addictive disorders, and/or co-occurring mental health, substance-related or addictive disorders. The purpose of a recovery residence is to provide a healthy living environment for individuals to initiate and sustain recovery, defined as abstinence from alcohol and other non-prescribed drug use and to gain improvement in their physical, mental, spiritual, and social wellbeing.

Recovery Housing will address the biopsychosocial aspects of the individual in a supportive environment. Services should include a trauma informed approach, integrating motivational interviewing and evidence-based strategies. The program should be designed to develop the skills necessary to become self-supporting and live a substance-free lifestyle.

The ultimate goal of Recovery Housing is to promote transition to continued recovery in independent living settings. As such, programs include a focus on developing natural supports where available and will engage individuals' support networks while they are living in the Recovery Housing setting.

**B. Target Population**

The target population for Recovery Housing includes adults ages 18 and older, who are residents of Delaware. In addition, applicants will have a primary diagnosis of substance abuse. Residents will need to meet National Association of Recovery Residences (NARR) Level II-IV criteria for Support Services. Residents with co-occurring mental health disorders will be eligible for admission. Recovery housing also offers connections to peer support and serves as a vital link to help individuals build recovery capital through mutual and peer support in an environment that supports their recovery as they transition to living independently and productive in the community. The programs will be designed for a variable length of stay based exclusively on the needs of the individual.

Recovery Housing must develop and maintain inclusionary and exclusionary admission criteria and have a documented process describing how the Bidder will work with individuals who are being released from a correctional facility. Services should be tailored to individuals from a variety of cultural backgrounds including individuals whose language of preference is not English.

The bidder response overall will detail how the program will support the safety of all residents in

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Recovery Housing, including individual ability to access services and benefits that they will need to be successful in the community

**C. Service Requirements**

Recovery Housing must adhere to the National Association of Recovery Residence (NARR) standards for Recovery Residences: <https://narronline.org/affiliate-services/standards-and-certification-program/>

Additionally, Recovery Housing providers will adhere to the following requirements:

1. Provides specific services, peer support, and physical design features to support individuals (peer support and education is part of the recovery process).
2. Includes comprehensive case management (including outreach) incorporated and integrated in the recovery plan in coordination and collaboration with other health care providers, including primary care, and community-based social support and recovery services.
3. Assures that residents have had a physical examination by a qualified licensed medical professional within a two (2) week period after admission or, documentation of a physical within ninety (90) days prior to admission. When documentation of a physical examination by qualified medical staff is not made available to program, the program shall document a good faith effort in referring the resident for a physical and/or effort made to obtain documentation of a physical.
4. Addresses the resident's physical and behavioral health needs (e.g., routine care, maintaining appointments, medication compliance, medication literacy, substance use disorder treatment and mental health disorder treatment) along with other support services as appropriate.
5. Provides meaningful continuing care collaboration with primary care providers, existing outpatient services, recovery housing resources, as well as other community treatment resources.
6. Have the capacity to coordinate care for residents that experience acute medical or behavioral health needs that require high levels of care (e.g., hospitalizations, crisis evaluations) and will work with providers to ensure continuity of housing and care.
7. Have access to a housing residence or housing units, which may be used for the sole purpose of providing Recovery Housing for the OUD population in need of housing. The Bidder shall provide, at a minimum, separate housing areas that are designated for both male and female to ensure they are housed separately.
8. Provides linkages with non- profit agencies or service providers in the community in which the proposed program will be located or readily accessible through public transportation, and who could serve as resources for and/or provide off-site services to residents such as job training programs, volunteer opportunities or legal aid services.
9. In addition to NARR standards, Recovery Housing must provide:
  - a. Privacy for personal hygiene
  - b. Security for resident valuables including an inventory and receipt system
  - c. Laundry facilities for residents.policies for individuals who are discharged due to violating resident code of conduct or because they experience a lapse or relapse in recovery to DSAMH for review and approval. These policies and procedures should outline the alternative services to which these individuals will be referred, including how their ongoing housing needs will be met. The Bidder will also describe how they will work with residents who relapse,

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including length of time that the facility will hold a bed for an individual who relapses and needs to seek treatment to stabilize.

**D. Recovery Plan**

The nature, intensity and length of the services provided are predicated on the needs of the individual and will be outlined in the 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. Bidders will co-develop an individualized recovery plan with the resident that will include:

1. A transition plan/strategy
2. Services and supports available for residents to increase recovery capital through such things as recovery support and community service, work/employment, etc.
3. Written criteria and guidelines for peer leadership and mentoring roles
4. Structured, scheduled, curriculum-driven, and/or otherwise defined support services and life skills development program. Trained staff (peer and clinical) will provide learning opportunities.

**Appendix B.2 Supported Visions Living Residences**

**A. Purpose**

Delaware Supported Visions Living Residences is a housing program for adults with serious and persistent mental illness (SPMI) who can benefit from round-the-clock oversight and low-intensity support from onsite, unlicensed staff members. Its goal is to increase resident stability, promote hope, wellness and resilience, and foster greater independence through providing rehabilitative services in a home-like environment. Residents are permitted to remain for as long as required for them to reduce their need for continued assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) and to acquire the skills necessary for independent living while still receiving the mental and physical healthcare treatments appropriate for their conditions. The intended typical length of stay is 18 months, though individuals' needs and preferences will be reviewed on a regular basis to determine whether the Supported Visions Living Residences level of care is still warranted. With the program's assistance, residents may eventually relocate to an independent living setting.

**B. Target Population**

The target population for the Supported Visions Living Residences program consists of:

1. Adults (18 years or older) with SPMI who could benefit from a shared living environment with non-clinical staff support but who do not need the intensity of onsite clinical services provided in a Group Home.
2. Adults with SPMI exiting Delaware Psychiatric Center (DPC) who do not have access to alternative settings (less or more restrictive) and have clinical support of DPC treatments to step down to this less intensive support environment.
3. Adults with SPMI who have progressed sufficiently in DSAMH-operated Group Homes and have demonstrated enough improvement with IADL/ADL acquisition to be able to live more independently.
4. Adults with SPMI who have had repeated episodes of homelessness or unstable housing and require significant support from Assertive Community Treatment teams to achieve stability in the community.
5. Adults with SPMI and a secondary targeted need (e.g., legal history, sexual offender status, pregnant women, elderly, young adult, co-occurring disorders). DSAMH welcomes proposals to develop Supported Visions Living Residences to serve these

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and other specific sub-populations. These sites may have their own criteria for prioritization depending on the sub-population served.

Supported Visions Living Residences must follow Medical Necessity Criteria for this program which are based on the results of the Delaware-specific ASAM assessment instrument below.

Low immediate need on ASAM:

1. Substance Abuse: can have "some difficulty" (third choice in the list of potential statuses).
2. Biomedical: no known problems or stable.
3. Suicidality: can have up to "has frequent" (#2).
4. Suicidality: control/impulsivity — low.
5. Dangerousness: can have history, but not current.
6. Self-care: requires assistance in personal care, life skills; must assess number of ADLs/IADLs needed.
7. Psychological/Emotional Health: any level.
8. Readiness to Change: Some difficulty with insight and maintenance of a treatment plan.
9. Relapse, etc.: impaired recognition and understanding of issues; some vulnerability
10. Independent Living Inquiry - Initial or continual assistance for two (2) ADLs OR initial or continual assistance with four (4) IADLs is needed\*.
11. Community Living Questionnaire--Person's preference (Q2)—helps in goal setting, recovery planning, and assessment.

\*The number of ADLs and IADLs listed here provides a general guide. A person who has more difficulty with ADLs and IADLs than represented here, but who has natural supports available to provide regular, consistent assistance, might be able to be served in this program rather than one with a higher intensity of services. On the other hand, a person with the same number of ADLs and IADLs in question might need a higher (or lower) level of care, depending on the severity of his or her needs.

### **C. Service Requirements**

Supported Visions Living Residences will adhere to the following requirements:

1. Adopt a Recovery model treatment approach that is person-centered, trauma-informed and culturally competent.
2. Bidders will develop a resident handbook that explains available resources for residents, as well as resident expectations, rights, and grievance procedures.
3. Provide unlicensed staff members who are onsite 24 hours a day/seven days a week to monitor resident functioning, provide low-intensity supervision, and ensure safety from harm as determined by an assessment., AND
  - Management of residents (one (1) or more) behaviors that prevent or interfere with the resident's inclusion in home and family life or community life, OR
  - Provide hands-on assistance or cueing for at least two (2) ADLs, OR
  - Provide hands-on assistance or cueing with at least four (4) IADLs.
4. Help residents to maintain the Supported Visions Living Residence as a home- and community-based milieu that is safe, habitable, clean, and appealing to residents and visitors.
5. Provide instruction in accessing and using community resources, such as transportation, translation, and communication assistance related to a Habilitative

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outcome.

6. Assist the group or residents with planning daily and weekly goals, including all aspects of self-care (e.g., bathing, laundry, meal preparation, appointments, shopping, and other activities).
7. Assist with shopping and other necessary activities of community and civic life, including self-advocacy.
8. Provide information about and access to entitlements and benefits.
9. Provide instruction in accessing and using healthcare resources, including medical, psychiatric and substance use disorder treatments.
10. Aid in developing or maintaining financial stability and security (e.g., understanding budgets, managing money, and exercising the right to manage their own money).
11. Offer support for and education about medication adherence, including individual medication lockers with lock boxes for storage of client medications. The resident's clinical team members and Supported Visions Living Residences Program staff members will determine the level of medication adherence support a resident requires on an ongoing basis. This will range from "staff members maintain key access and prompt client when medication is required" to "client has key and staff members prompt client to manage access" and self-prompts; other options may also be deemed appropriate by the clinical team and resident. Supported Visions Living Residences Program staff members will not administer medications.
12. Provide career exploration, assessment and support services to assist residents with obtaining, maintaining or advancing in competitive employment or self-employment. The outcome of this service is documentation of the resident's stated career objectives and a career plan, including any necessary education and training, to guide individual employment support.
13. Supply prevocational services to assist residents with improving their abilities to follow directions, attend to tasks, solve workplace problems, adhere to workplace safety rules, display acceptable workplace conduct and dress, and communicate effectively with supervisors, co-workers and customers.
14. Offer community participation services for residents who require support to gain proficiency with independent community navigation. These services include supervision, monitoring, training, education, demonstration, and community integration and socialization experiences to enhance interpersonal skills and support fuller participation in community life.
15. Maintain documentation of treatments/progress on at least a monthly basis for residents who have behavior support plans or mental health support plans. Produce quarterly reports on new target goals that aim to increase residents' capacities for independent living.
16. Conduct and document a semi-annual review of each resident and his or her continued need to live in a supervised setting. If the resident can live independently, without the need for supervised services, inform the ACT/ICM Team of the assessment and coordinate with the ACT/ICM Team on the resident application for a SRAP voucher.
17. Utilize Supported Visions Living Residences Program staff members, DSAMH Care Managers and clinical team members to support residents to play an active role in maintaining their eligibility and residence. Create eviction prevention procedures for intervening before a resident is in violation of program rules and/or the lease. This plan must include a contingency plan that details the program's ability to meet Delaware Landlord Tenant code requirements in the event of excessive lease or

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- program infractions by a resident. If eviction does occur, then the program must also offer to that resident alternatives to homelessness and help accessing shelter.
18. Assist with the identification of appropriate independent living arrangements and help with transitions to the new settings
  19. Staff members will keep a daily log of support activities for prompting residents with all IADLs/ADLs. A separate field trip log will also be maintained, including departure and return times, destinations and purposes, and passengers' names. A critical incident report log is required; staff members must follow DSAMH Critical Incident Report policies and procedures.
  20. Retain Supported Visions Living Residences staff members who have ready access to a vehicle for planned and unplanned community trips. Staff members will also be trained on Delaware's transportation resources and instruct residents on accessing public transportation from the home.
  21. Include residents as part of the clinical team for recovery planning and co-develop their plans in concert with team members.
  22. Develop defined processes for providing residents with housing rights or subleases and for clearly informing them of reasons for discharges. All discharges must be approved by DSAMH and, when relevant, by any applicable state housing laws as outlined in the housing agreement and/or lease. Referrals to more suitable housing conditions as necessary should be offered.
  23. Document procedures for managing rent collection.
  24. Define procedures for crisis response.
  25. Devise appropriate plans for staffing and supervisory support for non-clinical residential staff members.
  26. Provide onsite staff members with training at a minimum in the areas of the Recovery model, wellness dimensions, trauma-informed care, conflict resolution, basic first aid, crisis response, medication adherence support, and basic familiarity with people who live with SPMI. Also offer in-service education for staff members on Delaware policies and practices for people working with individuals with SPMI
  27. Notify Supported Visions Living Residences management, the clinical treatment team, and DSAMH about any significant changes in resident status requiring further assessment or intervention.
  28. Ensure that onsite staff members have access to Supported Visions Living Residences clinical staff members 24/7 for direction for handling any medical or psychiatric crises.
  29. Upon admission to the Supported Visions Living Residence, provide residents with a choice of Day services. Residents with ACT/ICM teams will be served by the ACT/ICM team during the day; they may choose to receive Night services from the Community-based Residential Alternatives providers. If a resident chooses to not receive ACT/ICM or is not eligible for ACT/ICM, he or she may receive Community-based Residential Alternatives during the day and/or night, as necessary to promote recovery and as outlined on the Recovery Plan. This service is provided in Supervised Apartments up to 18 months.
    - a. Day Community-based Residential Alternatives rate —3.0 full-time equivalent (FTE) spread during the two- day week and weekend shifts per 6–10 residents. The rates assume 2.75 FTE of a high school level person trained to assist with ADLs and 0.25 FTE of a Residence Manager/Supervisor. Staff on clinical teams (e.g., co-occurring clinic staff) provide Community-based Behavioral Health Treatment/Rehabilitation and consult to onsite staff members
    - b. Night Community-Based Residential Alternatives rate — 2.0 FTE spread over

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the night week and weekend night shifts who are on call and are within walking distance throughout the night shift; staff do not sleep overnight. 0.25 FTE of a Residence Manager/Supervisor also on staff. Clinical team members (e.g., co-occurring clinic staff) provide

- c. Community-based Behavioral Health Treatment/Rehabilitation and consult to onsite staff.
- 30.** Provide the following amenities at a minimum:
- a. The residence must meet required Delaware Housing code requirements.
  - b. Each resident must have his or her own bedroom (furnished with one bed, one dresser or one dresser drawer, and bed linens and pillow).
  - c. Individual lock boxes for medication storage and safety.
  - d. Furnished kitchen with table, chairs and required appliances: oven/stove, refrigerator, and microwave.
  - e. Living room space furnished with sofa, chairs, and basic cable-equipped television.
  - f. Accessible bathroom.
  - g. Basic cable plan and courtesy phone provided by the Supported Visions Living Residences Bidder.
  - h. Washer/dryer preferred on premises. If not, then weekly scheduled trips to a laundromat to support residents' access to laundry services.
  - i. A locked file cabinet that contains an up-to-date medical history card and medical alerts (if required), including name and contact information for the primary care physician, clinical provider information, and emergency contact for each resident. It may also include advance directive if resident has one.
  - j. Residents may display or decorate rooms to their preference. Supported Visions Living Residences staff members may support or supervise proper installation of any objects requiring wall mounting and/or limit activity if it poses a safety hazard or undue damage to property.
- 31.** Provide all residents with a DSAMH Care Manager and an active DSAMH Services Recovery Plan that includes a DSAMH clinical treatment provider (such as CBHOT, ICM, or ACT) and a Supported Visions Living Residence Housing goal. The full array of DSAMH menu services and all community services that are applicable may apply. Residents must have a primary clinical treatment provider during their tenure in the Supported Visions Living Residence.

Residents' expectations include:

- 1. Residents in a Supported Visions Living Residences house or apartment may and should consider this as their home. Residents cannot be discharged due to short-term acute hospitalization.
- 2. Contribute a portion of their income to paying rent. Adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and childcare expenses; or the portions of the welfare assistance designated specifically for housing. If a resident does not have an initial income, or the income is too low to meet these living costs, then Supported Visions Living Residences program staff members and DSAMH will work with the resident to provide an accommodation to ensure the resident continues to receive appropriate services.
- 3. Residents are also responsible for the costs of their own food, clothing, and personal transportation. Depending on the site and the Supported Visions Living Residences Contractor, residents may choose to participate in shared meals or are provided meals at a nominal cost as defined by the Supported Visions Living Residences Contractor

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(optional) if available.

4. Follow rules and regulations as provided by Supported Visions Living Residences program and/or as defined in the housing agreement, lease or sub-lease.
5. The resident does not present a risk of imminent harm to self, others, or property on an ongoing basis. Individuals who do pose an imminent risk in these areas due to psychiatric decompensation will work with relevant staff to develop a revised crisis plan. They may remain in the home if they voluntarily accept required treatment services, up to and including psychiatric hospitalization, and without committing harm to self, others or property. Respite services should also be utilized if that intervention would better enable the resident to stabilize enough to remain in the home.
6. Individuals may not abandon the residence without jeopardizing their residency there. Abandonment is considered unauthorized absence from the program for any period exceeding 10 days.
7. The residents in the house will decide if there are any rules that should be adopted and posted beyond those required for emergency procedures, fire and health safety.

#### **D. Recovery Plan**

The nature, intensity and length of the services provided are predicated on the needs and preferences of the individual and will be reviewed regularly. The goal is to provide innovative solutions for recovery housing with integrated and accessible services –both medical and non-medical –based on functional needs rather than on insurance status or the initial diagnosis of the individual. Bidders will co-develop an individualized recovery plan with the resident that will include:

1. A transition plan/strategy
2. Services and supports available for residents to increase recovery capital through such recovery support and community service, work/employment, and other strategies
3. A structured, scheduled, curriculum-driven, and/or otherwise defined support services and life skills development. Trained staff (peer and clinical) provide learning opportunities.

The Contractor will ensure close communication and coordination among the staff members, clinical team members, care managers, and residents to tailor supervision and services appropriately, ensure supported coordination of clinical services, and educate and empower the resident to achieve the highest possible level of independent living. Formal and informal processes for collaboration will be devised and routinely implemented. Those processes will be regularly reviewed to determine their effectiveness for optimal coordination of care.

### **Appendix B.3 Supported Apartment Program**

#### **A. Purpose**

The Supported Apartment Program is a statewide apartment program for persons working toward the goal to live independently and who need some additional daytime, evening, overnight and weekend supervision. This model is the leasing of apartments in various integrated locations throughout the community, often in small clusters. The Bidder can hold the lease separately with the landlord in line with the Master Lease Program. There must be a rental agreement in place. The apartment leases, on-site services and operations are paid for and managed by the ACT/ICM provider. The services are delivered up to 24/7 based on the assessed resident's needs.

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**B. Target Population**

The target population for supported apartments is individuals 18 years and older with behavioral health needs and/or co-occurring and functional limitations. Supported apartments are available to residents if s/he needs supported housing support services.

**C. Service Requirements**

The staffing responsibilities include 24/7 onsite supervision, assurance of resident safety, coordination of care with the community provider. This includes assisting the community provider with supports for the resident when the community provider is unable to provide these in an emergency situation. The SAP contractor, for supported apartment services, will coordinate with the Housing Services Provider (CPM). The latter is also a DSAMH contractor and has the master lease for the Supported Apartment Program and subleases the apartment/bed to the resident.

The Housing Service Provider will manage access to the Supported Apartments in collaboration with the supported apartment program service provider and if necessary, maintain a waiting list from the referrals for the community provider(s) and other organizations that provide services to the clients with Serious and Persistent Mental Illness (SPMI). The following is an overview of what is expected of the TCM contractor about SAP services:

1. Participate in the development of a strengths based and rehabilitation focused collaborative treatment plan with the Assertive Community Treatment (ACT) and Intensive Case Management (ICM) providers. (The collaborative treatment plan is developed in collaboration with the client, the ACT/ICM Team and TCM contractor.) This plan will include but not be limited to specifying the responsibilities of the ACT/ICM Team, TCM contractor and the client in the development of living skills (such as self-care skills, housekeeping skills, nutritional skills and food shopping, cooking skills, use of leisure time and structuring time, community participation such as the Circle of Friends program) in an apartment setting;
2. Document the participation of the ACT/ICM Team, client and TCM contractor in the development of the collaborative treatment plan and indicate any reason why the collaborative plan is not developed or reviewed on a periodic basis;
3. Maintain current ACT/ICM Crisis Plan on site, to be utilized in the mitigation of on-sight crisis;
4. Communicate and document crisis situations to the 24 hour on call ACT/ICM Team for clinical intervention as well as sharing the information with the Housing Service Provider and DSAMH;
5. Maintain a 1-Page Client Profile in record that includes a Photo of the client, height, weight, race/ethnicity, primary language, eye color, allergies, address, and contact information with names and telephone number(s) of the ACT/ICM program and SAP program that is able to be provided in the event of emergency or filing of missing person's report. Client Profile is to be updated every 6 months at minimum;
6. If witness to a reportable incident, the witness of the incident will complete an incident report, notify the service provider of the incident, and follow established policies and procedures in accordance with DSAMH requirements;
7. Report client issues at the weekly meetings with the Housing Service Provider and DSAMH;
8. Maintain an onsite office open 24/7 as determined by the needs of the clients in the apartment complex community and in collaboration with DSAMH;

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9. Maintain a staff protocol or handbook that is consistent throughout the supervised apartment program (See suggestions of On-Site Office Protocol below);
10. Provide transportation services for clients for who are participating in organized group activities, i.e. Circle of Friends activities see note below requesting a description of transportation services;
11. Enhance the housing services provided by the ACT/ICM Teams such as observation of and additional skill development in the areas of housekeeping, food shopping and preparation and other ADL's for home maintenance ( see description of Handbook below);
12. Conduct daily home visits to the client or more as defined in a collaborative treatment plan and document each visit in the TCM contractor's EHR;
13. Collaborate with the ACT/ICM Team on client status of recovery to determine if the client is ready to move to independent living (State Rental Assistance Program (SRAP));
14. Maintain contact with the ACT/ICM Team(s) on a weekly basis through an onsite meeting with a representative from the ACT/ICM Team and provide the ACT/ICM Team with information on client activities, and
15. Remain engaged with the client on a daily basis and remain engaged on a weekly basis with the ACT/ICM Team(s) until the client transitions to a different living arrangement.
16. Conduct a semi-annual independent assessment of each client to determine the continued need for services in a supervised apartment setting with the understanding that if the client has progressed beyond supervised living TCM contractor will notify the ACT/ICM Team and recommend that the client apply for a State Rental Assistance Program voucher. (See discussion below on the process of informing the ACT/ICM Team.)

Supported Apartment Program will adhere to the following requirements:

1. Includes a demonstrated ability to serve the target population, including fulfillment of service needs, and the ability to provide culturally competent care and services to individuals with behavioral health needs.
2. Offers independent, integrated units in the location of the individual's choice. Housing options can also be secured with private landlords for secure rental units. Residents can remain in this housing provided their clinical and financial circumstances keep them eligible and allow them to meet their responsibilities as a tenant. It is also important that housing is also not lost during absences of short duration. Program must also provide detailed plan to support residence absences due to vacation, employment or unfortunate short-term absences (such as hospitalizations). In addition, if pets are allowed within the supported apartment, a pet plan must also be detailed.
3. Encourages and assists residents to develop natural community supports, use community resources and pursue an individualized path towards recovery.
4. Provides on-site staff response capable of meeting scheduled and unscheduled or unpredictable beneficiary needs and to provide supervision and safety. Staff will also be on-call after hours.
5. Has a documented process for handling resident emergencies after hours and on weekends.
6. Has a documented process for support plan development, coordination with other service providers, eviction prevention procedures, peer support and relapse prevention.
7. Includes staffing responsibilities which include: onsite supervisions, assurance of

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- resident safety, coordination of care with the community provider and assisting the provider's ACT/ICM team with supports for the resident in coordination with the providers of other services.
8. Employs staff with the skills and experience necessary to help residents address physical and emotional needs, participate in therapeutic program, assist with educational and employment opportunities and acquire the skills necessary for individual growth and self-sufficiency. They must be able to support individuals with co-occurring substance abuse disorders and have a strong belief in hope and recovery.
  9. Ensures that residents have an individual recovery plan in place and that the plan is reviewed every six months or more frequently at the request of the resident, or if the resident is hospitalized, has difficulty with adjusting to the environment or there are other issues that would cause concern for the resident's recovery. The review should address the resident's continued need to live in a supported setting.
  10. Develops a shift exchange protocol which would include list of types of information that should be shared from one shift to another and a review of daily activities of all residents and what is required of the next shift. Supported Apartment Program providers must also ensure that the following documentation is logged for residents in Supported Apartment settings:
    - a. Includes on the SAP, on-site staff person observing housekeeping, cleanliness of the kitchen, the bedroom and the living room and the resident. If there are concerns, the staff will notify the ACT/ICM staff for intervention.
    - b. A daily log of activities such as when the ACT/ICM team representatives visit the property, activities of the residents etc.
    - c. A daily resident log that documents the interactions of staff with residents. The onsite staff should update each resident record daily of home visits and living skill rehabilitative interventions.
    - d. A critical incident report log is required; staff members must follow DSAMH's Critical Incident Report policy and procedures.
    - e. Develop and provide to DSAMH a safety preparedness plan and/or a disaster plan for each of the program site (s) that includes communication protocols with each of the ACT/ICM providers and their emergency contacts.
    - f. The SAP will be operated by the ACT/ICM program parent company that complies with the most current ACT staffing requirements:
      - i. <https://www.dhss.delaware.gov/dhss/dsamh/files/PROMISEManual.pdf>
      - ii. <https://www.dhss.delaware.gov/dhss/dsamh/files/ACTStandards.pdf>
      - iii. <https://www.dhss.delaware.gov/dhss/dsamh/files/TMACTSummary.pdf>
    - g. Comply with the most current ICM staffing requirements here:
      - i. <https://www.dhss.delaware.gov/dhss/dsamh/files/PROMISEManual.pdf>
      - ii. <https://www.dhss.delaware.gov/dhss/dsamh/files/ICMStandards.pdf>
  11. Follows procedures for Intake and assessment as follows:
    - a. Bidders must develop procedures to follow when a resident moves into the supported apartment including but not limited to: orientation, availability of any community rooms, staff offices and rules for the resident to follow.
    - b. Bidders must have appropriate 24 hour 7 day a week staffing to support the ACT or Intensive case management team and the resident to ensure the ACT/ICM treatment plan addresses the resident's needs specific to the occupancy in the Supported Supervised Apartment Program.
    - c. Bidder must adhere to DSAMH's SRAP intake and housing search timeline following the goals for the resident's intake and assessment:
      - i. Initial intake with approved provider, applicant and case management

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- ii. Completed application is submitted to DSAMH Housing coordinator by care manager
  - iii. DSAMH reviews and approves completed application and uploads it to the DSHA portal. This process may take 24-48 hours to complete.
  - iv. DSAMH approves application in DSHA portal within 24 hours.
  - v. DSHA reviews and approves application within 1-3 days of receipt.
  - vi. DSHA contacts applicants and care manager for a SRAP intake appointment within 5-10 days.
  - vii. DSHA meets with each applicant for an intake appointment and a housing voucher will be issued at this time.
  - viii. Applicant has 60 days to find housing.
  - ix. Applicant turns in voucher to DSHA of the unit/house they find.
  - x. DSAMH approves the unit and send approval to DSHA within 24 hours.
  - xi. DSAMH certifies the address saturation rate. This can take between 24 hours to 7 days.
  - xii. DSHA sends the unit address to DSAMH for approval within 24 hours.
  - xiii. DSHA schedules a unit inspection with applicant and landlord within 5-10 days of the time the RFT is received.
  - xiv. DSHA approves the unit and the applicant moves in.
- 12.** Maintains a staffing ratio consistent with the weighted tiers of the residents in the supported apartments (see staffing ratios in links in #10. above).
- a. The staff must meet the qualifications and trainings below:
    - i. Comply with Department standards, including regulations, contract requirements, policies, and procedures relating to provider qualifications.
    - ii. Have a waiver provider agreement.
    - iii. The organization must be able to document 3 years of experience in providing services to an SPMI population.
    - iv. Ensure that employees (direct, contracted, or in a consulting capacity) have been trained to meet the unique needs of the beneficiary; for example, communication, mobility, and behavioral needs.
    - v. Comply with and meet all standards as applied through each phase of the standard, annual Department performed monitoring process.
    - vi. Ensure 24-hour access to personnel (via direct employees or a contract) for response to emergency situations that are related to the Community Based Residential Alternatives service or other waiver services.
    - vii. Have a valid driver's license if the operation of a vehicle is necessary to provide the service.
    - viii. Must be at least 18 years old and have a high school diploma or equivalent.
    - ix. Must be certified in the State of Delaware to provide the service, which includes criminal, abuse/neglect registry and professional background checks, and completion of a state approved standardized basic training program.
    - x. If providing nursing care, must have qualifications required under State Nurse Practice Act (i.e. RN or LPN).

The SAP is available to the resident if she/he needs supported services. It is expected that the need for services provided by the Bidder and other agencies will decrease over time as integration in the community improves and the residents make progress in their recovery.

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**E. Recovery Plan**

Residential services are necessary to enable the beneficiary to remain integrated in the community and ensure the health, welfare and safety of the beneficiary. Bidders will co-develop an individualized care and recovery plan with resident that includes:

1. Behavioral health (including mental health and substance use disorder(s)) and physical health
2. Services and support for residents integrating into the community
3. Defined support services for life skills development
4. Semi-Annual Client Review: The collaborative treatment plan should be reviewed every six months or more frequently if the client is hospitalized, has difficulty with adjusting to the environment or there are other issues that would cause concern for the recovery. Conduct a semi-annual independent review of each client and their continued need to live in a supported setting. Document the assessment in each client record and if the client can live independently, without the need for supported services, inform the ACT/ICM Team of the assessment and coordinate with the ACT/ICM Team on the client application for SRAP voucher.  
(The ACT/ICM Team can object to the TCM contractor assessment and request an opportunity to discuss the determination with TCM contractor and DSAMH.

**Appendix B.4. Specialized Respite Program (SRP)**

**A. Purpose**

The specialized respite programs provide a transition for those individuals who have no permanent residence and have needs that require short term stabilization beyond traditional housing programs. There are two distinct respite programs including:

- Medical respite provides a transition for those exiting the hospital who are not well enough to return to supportive housing programs.
- Behavioral health/SUD provides short term housing for people experiencing a psychiatric crisis to receive support and stabilization services in the community before returning home.

**B. Target Population**

The specialized respite program provides individuals with time-limited acute and post-acute medical and/or behavioral health services in a residential medical facility or shelter to people who are homeless.

**Medical respite** assists medically and psychiatrically stable patients who require low-level medical oversight for conditions including but not limited to:

- Wound care
- Recovery from surgical procedure
- Need additional time to recuperate from illness and/or injury

Common health conditions for individuals in Medical respite include:

- End Stage Renal Disease
- Congestive Heart Failure (EF > 20%)
- Cancer

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- Decubitus (Stages I-III)

**Behavioral health/SUD respite** provides medically and psychiatrically stable individuals with time-limited (< 7 days) and post-acute behavioral health services in a residential behavioral health facility, shelter, or alternative facility that meets DSAMH's requirements to people with BH/SUD who have been recently discharged from a behavioral health stay.

### C. Service Requirements

The respite programs include the following requirements:

#### 1. Respite

- a. **Medical respite-** the medical respite program, must maintain 24-hour staff presence. The program should ensure sufficient staffing including a .25 FTE Nurse Practitioner (NP) and a 1.0FTE Medical Social Worker with 24-hour on-call MD support for non-emergency medical inquiries. On-site staff (either clinical or non-clinical) must be trained at minimum to provide first aid and basic life support services and communicate to outside emergency assistance. The length of stay in MRP should not exceed 30 days, however, this may be lengthened at the discretion of the NP if medical needs are such that discharge would be detrimental to the resident's health.
- b. **BH/SUD respite-** The BH/SUD respite program should ensure 24/7 licensed clinical staff (e.g., LCSW, LMHC), peers on-site with on 24 hour on call medical support (e.g., RN, NP) for non-emergency medical inquiries. The program must also have the ability to support the individual through their crisis and successfully discharge them either to longer term housing or return to their primary residence. The program will also ensure to have the necessary supervision, assurance of resident safety, coordination of care with the community providers and assisting residents receive the necessary support and stabilization services in the community before returning home. The length of stay should not exceed 7 days; however, this may be lengthened at the discretion of the lead clinical staff if needs are such that discharge would be detrimental to the resident's health.

#### 2. The Bidder must describe how they will comply with the following standards:

- a. Onsite showering and laundering facilities are available to patients to promote proper hygiene. Clean linens are provided upon admission.
- b. The medical respite facility is accessible to people who have mobility impairments and other physical disabilities.
- c. The respite facility provides access to secured storage for personal belongings and medications (when the program is not authorized to store/dispense medication by applicable governing bodies).
- d. The facility must ensure that food services meet applicable public health department guidelines for food handling. Note: If partnering with another organization to provide food services, the partnering organization agrees that they meet this criterion in a written formal agreement.
- e. At least three meals per day must be provided to residents.
  - i. Non-congregate settings (including private and semi-private rooms in apartments or motels) may provide unprepared food if a fully equipped kitchen is available to the patient. If a kitchen is made available, it is safe and hygienic and includes proper refrigeration and disposal of trash.

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- ii. Meals and unprepared food accommodate medical diets.
- f. The organization has written policies and procedures for responding to life-threatening emergencies.
- g. The respite program is compliant with local and/or state fire safety standards governing its facility.
- h. The facility must provide transportation via cab vouchers to patients from higher levels of care or other settings.
- i. Ensure residents will be allowed full time access to their beds during their MRP stay.
- j. Work in collaboration with PROMISE care managers for residents.
- k. Oversee health and safety requirements consistent with all state and federal laws and regulations.
- l. The Bidder will be responsible for identifying eligible residents, completing intake, background checks, and other required paperwork, as well as the provision of medication and transportation to medical services for the resident.
- m. The team will maintain all records and enter data into HMIS to keep track of outcomes, waiting lists, and other data as requested by DSAMH and other state or federal agencies.
- n. The respite program has a written code of resident conduct or behavioral agreement that describes program policies including potential causes for early discharge.
- o. The respite program has policies and procedures in place and staff trainings to address:
  - i. the handling of alcohol, illegal drugs, and unauthorized prescription drugs around on site.
  - ii. the handling of weapons brought into the facility, including strategies to maximize resident and staff safety, and appropriate staff response to violence.
- 3. The Bidder will ensure close communication and coordination among the clinical team members, and resident to achieve the medical/nursing/clinical care as needed and appropriate wrap around supports and services with other providers as needed. Formal and informal processes for collaboration will be designed and implemented that are specific to the resident's individual needs. The team will coordinate service and discharge planning and adhere to DSAMH's policies. The Bidder will work with DSAMH to ensure a bed is available to each patient for 24 hours a day while admitted to the program. The program will offer peer-based support as needed to residents; promote self-participation of recovery plan; seeks and participates in self-help groups and other self-help resources that lead to employment.

#### **D. Recovery/Transition Plan**

The team will describe plans to develop an individualized plan with the resident that will include: Bidders will co-develop an individualized care plan with the resident that includes:

1. Emotional and physical support
2. Services and support for residents Integration into the community
3. Defined support services for life skills development

#### **Appendix B.5 Group Homes**

##### **A. Purpose**

Group Home residences are cost-effective, community-based housing alternatives to Nursing Facility care for adults living with severe psychiatric disorders who are unable to live fully independently and can benefit from intensive supportive and rehabilitative services in the home.

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They utilize recovery model and trauma-informed principles to maximize the functioning and quality of life of every involved consumer. The goal is to provide accessible services, based on needs rather than on insurance status or the initial diagnosis of the individual. The program will be monitored as to how well it accommodates all individuals in the PROMISE program.

Group Homes must be in compliance with Delaware Administrative Code, Title 16 Health and Social Services Division of Long-Term Care Resident Protection (**Regulation 3000**) and Group Homes for Person with Mental Illness (**Regulation 3305**), as well as program standards defined in DSAMH/DSS Provider Certification Manual for PROMISE as it relates to Residential Rehabilitation Facilities for Persons with Psychiatric Disabilities. Group Homes must also be certified as a Medicaid Provider. They do not include supervised apartments or residences licensed as ICF/MR group homes and/or neighborhood homes under **16 Del.C., Ch. 11**.

DSAMH's Group Homes are organized into distinct tiers (Tiers 3-5). Full descriptions of Tiers 3 and 4 ("Intensive Supports for Medically Fragile Beneficiaries") can be found under Model 2 in the PROMISE manual (pages 29-33). Tier 5 ("Meet a Nursing Facility Level of Care and Beneficiary is in PROMISE and PLUS LTC"), intended as the highest intensity of home- and community-based care, is also described in the manual (pg. 33).

## **B. Target Population**

DSAMH PROMISE Care Managers will work with consumers living with severe psychiatric disorders, who are unable to live fully independently, to identify the need and determine eligibility for a given level of service. Eligible clients will then choose an available Bidders from a list of providers accepting new clients. Eligibility criteria include:

- Adult (ages 18 and older) who meet the targeting and functional needs criteria for SPMI and SUD under the PROMISE program;
- Screening with a standardized clinical and functional assessment instrument developed for Delaware and based on national standards. The Delaware-specific American Society for Addiction Medicine (ASAM) tool integrates assessments of both mental health and substance use disorder conditions into a single document with an algorithm that can be used to determine functional eligibility and ensure appropriate treatment of individuals based on their medical and functional needs.

Eligible individuals must meet one of the targeting criteria and the corresponding functional criteria as measured by the Delaware-specific ASAM tool. The following are acceptable combinations:

- Target criteria A and functional criteria A or C.
- Target criteria B and functional criteria B or C.

### **1. Target Criteria**

- a. **Target Criteria A:** An individual must have formally received one of the included Diagnostic and Statistical Manual of Mental Disorders (DSM) diagnoses that constitute the targeted portion of the State's definition of SPMI, or a diagnosis of post-traumatic stress disorder (PTSD) by a qualified clinician. Diagnoses include the following:

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DSAMH Current SPMI Diagnosis Codes (updated 7/1/2012)			
DSM IV Code	DSM 5 Code	Disorder	DSM IV Category
295.10	295.90	Schizophrenia, Disorganized Type (In DSM 5 Disorganized subtype no longer used)	Psychotic Disorders <sup>5</sup>
295.20	295.90	Schizophrenia, Catatonic Type (In DSM 5 Catatonic subtype no longer used)	Psychotic Disorders
295.30	295.90	Schizophrenia, Paranoid Type (In DSM 5 Paranoid subtype no longer used)	Psychotic Disorders
295.40	295.40	Schizophreniform Disorder	Psychotic Disorders
295.60	295.90	Schizophrenia, Residual Type (In DSM 5 Residual subtype no longer used)	Psychotic Disorders
295.70	295.70	Schizoaffective Disorder	Psychotic Disorders
295.90	295.90	Schizophrenia, Undifferentiated Type (In DSM 5 Undifferentiated subtype no longer used)	Psychotic Disorders
296.30	296.30	Major Depressive Disorder, Recurrent, Unspecified	Mood Disorders <sup>6</sup>
296.32	296.32	Major Depressive Disorder, Recurrent, Moderate	Mood Disorders
296.33	296.33	Major Depressive Disorder, Recurrent, Severe Without Psychotic Features ( <i>In DSM 5, "Without Psychotic Features" is not a further specifier</i> )	Mood Disorders
296.34	296.34	Major Depressive Disorder, Recurrent, Severe With Psychotic Features (In DSM 5, "With psychotic features" is its own specifier, and, when present, is used instead of Mild, Moderate, or Severe, not in addition to Severe) <sup>7</sup>	Mood Disorders
296.40	296.40	Bipolar I Disorder, Most Recent Episode Hypomanic <sup>8</sup>	Mood Disorders
296.42	296.42	Bipolar I Disorder, Most Recent Episode Manic, Moderate	Mood Disorders
296.43	296.43	Bipolar I Disorder, Most Recent Episode Manic, Severe Without Psychotic Features ( <i>In DSM 5, "Without Psychotic Features" is not a further specifier</i> )	Mood Disorders

<sup>5</sup> In DSM 5, the associated diagnostic category is labeled, "Schizophrenia Spectrum and Other Psychotic Disorders".

<sup>6</sup> In DSM 5, mood disorders are broken out into "Depressive Disorders" and "Bipolar and Related Disorders".

<sup>7</sup> The DSM 5 code for Major Depressive Disorder, Recurrent, with Psychotic Features is 296.34.

<sup>8</sup> In DSM 5 code 296.40 is also used for "Bipolar I Disorder, Current or Most Recent Episode Manic, Unspecified".

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DSAMH Current SPMI Diagnosis Codes (updated 7/1/2012)			
DSM IV Code	DSM 5 Code	Disorder	DSM IV Category
296.44	296.44	Bipolar I Disorder, Most Recent Episode Manic, Severe With Psychotic Features (In DSM 5, "With psychotic features" is its own specifier, and, when present, is used instead of Mild, Moderate, or Severe, not in addition to Severe) <sup>9</sup>	Mood Disorders
296.50	296.50	Bipolar I Disorder, Most Recent Episode Depressed, Unspecified	Mood Disorders
296.52	296.52	Bipolar I Disorder, Most Recent Episode Depressed, Moderate	Mood Disorders
296.53	296.53	Bipolar I Disorder, Most Recent Episode Depressed, Severe w/o Psychotic Features ( <i>In DSM 5, "Without Psychotic Features" is not a further specified</i> )	Mood Disorders
296.54	296.54	Bipolar I Disorder, Most Recent Episode Depressed, Severe w/ Psychotic Features (In DSM 5, "With psychotic features" is its own specifier, and, when present, is used instead of Mild, Moderate, or Severe, not in addition to Severe) <sup>10</sup>	Mood Disorders
296.60		Bipolar I Disorder, Most Recent Episode Mixed, Unspecified ( <i>This Bipolar 1 sub-type was removed from DSM 5</i> )	Mood Disorders
296.62		Bipolar I Disorder, Most Recent Episode Mixed, Moderate ( <i>This Bipolar 1 sub-type was removed from DSM 5</i> )	Mood Disorders
296.63		Bipolar I Disorder, Most Recent Episode Mixed, Severe Without Psychotic Features ( <i>This Bipolar 1 sub-type was removed from DSM 5</i> )	Mood Disorders
296.64		Bipolar I Disorder, Most Recent Episode Mixed, Severe With Psychotic Features ( <i>This Bipolar 1 sub-type was removed from DSM 5</i> )	Mood Disorders
296.70	296.70	Bipolar Disorder, Most Recent Episode Unspecified	Mood Disorders
296.89	296.89	Bipolar II Disorder	Mood Disorders
297.1	297.1	Delusional Disorder	Psychotic Disorders
301.0	301.0	Paranoid Personality Disorder	Personality Disorders

<sup>9</sup> The DSM 5 code for "Bipolar I Disorder, Current or Most Recent Episode Manic, with Psychotic Features" is 296.44.

<sup>10</sup> The DSM 5 code for "Bipolar I Disorder, Current or Most Recent Episode Depressed, with Psychotic Features" is 296.54.

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DSAMH Current SPMI Diagnosis Codes (updated 7/1/2012)			
DSM IV Code	DSM 5 Code	Disorder	DSM IV Category
301.20	301.20	Schizoid Personality Disorder	Personality Disorders
301.22	301.22	Schizotypal Personality Disorder	Personality Disorders
301.83	301.83	Borderline Personality Disorder	Personality Disorders
309.81	309.81	Posttraumatic Stress Disorder (PTSD)	Anxiety Disorders <sup>11</sup>

- b. Target Criteria B:** Individuals may also meet other targeted DSM diagnoses. The DSM diagnosis must be among those that are included in the following larger DSM categories (excluding pervasive developmental disorders):
- i. Mood Disorders
    1. In DSM 5 “Depressive Disorders” and “Bipolar and Related Disorders” are separated out as diagnostic groupings.
  - ii. Anxiety Disorders
    1. DSM 5 includes a separate category, “Obsessive-Compulsive and Related Disorders.”
    2. DSM 5 includes a separate category, “Trauma- and Stressor-Related Disorders.”
  - iii. Schizophrenia and Other Psychotic Disorders
    1. In DSM 5 this category is labeled, “Schizophrenia Spectrum and Other Psychotic Disorders.”
  - iv. Dissociative Disorders
  - v. Personality Disorders
  - vi. Substance-Related Disorders:
    1. In DSM 5 this category is labeled, “Substance-Related and Addictive Disorders”.
- 2. Functional Criteria** – Each person who is screened and found eligible for PROMISE must receive the State required diagnostic and functional assessment using the Delaware-specific ASAM tool.
- a. Functional Criteria A:** If the individual meets Targeting Criteria A, then the individual must be assessed with a rating of moderate on at least one of the six Delaware-specific ASAM dimensions. The six dimensions include the following:
- i. Acute intoxication and/or withdrawal potential — substance use.
  - ii. Biomedical conditions/complications.
  - iii. Emotional/behavioral/cognitive conditions or complications (with five sub-dimensions, including suicidality, self-control/impulsivity, dangerousness, self-care, and psychiatric/emotional health).
  - iv. Readiness to change (with two sub-dimensions, including understanding of illness and recovery, and desire to change).
  - v. Relapse, continued use, continued problem potential.
  - vi. Recovery environment (with two sub-dimensions, including recovery

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<sup>11</sup> In DSM 5, PTSD is moved to another diagnostic category, called “Trauma- and Stressor-Related Disorders”.



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- assistance and requires assistance in personal care, life skills (see PROMISE service descriptions), or other ASAM items checked.
7. Psychological/Emotional Health: any level.
  8. Readiness to Change: any level.
  9. Relapse, etc.: any level (except for those in 3–5 day beds which will probably have high need on 3 and on 5).
- b. Independent Living Inquiry Special Attention to Biomedical Need**
- i. Hands-on assistance or cueing with at least two (2) ADLs or periodic assistance throughout a day with at least three (3) ADLs, or complete assistance with at least four (4) IADLs.
- c. Community Living Questionnaire –**
- i. Person’s preference (Q2) –
    1. Helps in goal setting, recovery planning, and assessment.
    2. ASAM, along with collaterals/health record, are important for determining Tier 4.
- 5. Tier 5 Criteria** – Beneficiaries in Tier 5 meet a Nursing Facility level of care and should be enrolled in both the PROMISE and PLUS LTC programs. Note: Individuals in the PLUS LTC program may have higher income than individuals in the PROMISE program in order to meet Medicaid eligibility.

**C. Services Requirements**

The Bidder must provide a Group Home for five (5) Persons with Mental Illness who are enrolled in the PROMISE program. This program must be a variable length of stay (based on clinical need and medical necessity criteria) model and provide activities consistent with the following service definition:

Community-based Residential Alternatives (excluding Assisted Living) are necessary, as specified in the Recovery Plan, to enable the beneficiary to remain integrated in the community and ensure the health, welfare, and safety of the beneficiary. Community-based Residential services include Personal Care and Supportive services (Homemaker, Chore, Attendant services, and Meal Preparation) that are furnished to beneficiaries who reside in home-like, non-institutional, integrated settings. In addition, 24-hour on site response capability to meet scheduled and unscheduled or unpredictable beneficiary needs and to provide supervision and safety. Services also include social and recreational programming, and medication assistance (to the extent permitted under State law).

This service includes assisting beneficiaries in acquiring, retaining, and improving skills such as communication, self-help, domestic, self-care, socialization, fine and gross motor skills, mobility, personal adjustment, relationship development, use of community resources, and adaptive skills necessary to reside successfully in home and community-based settings. As needed, this service may also include prompting to carry out desired behaviors and/or to curtail inappropriate behaviors, as well as Habilitative services to instruct beneficiaries in accessing and using community resources such as transportation, translation, and communication assistance related to a Habilitative outcome, and services to assist the beneficiary in shopping and other necessary activities of community and civic life, including self-advocacy.

It is understood that once a resident has established residency at the Group Home, it is their home. Group Homes are not permitted to discharge a resident due to medical or psychiatric hospitalization. If the Group Home provider identifies issues that would preclude the beneficiary

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from returning to their assigned Group Home, the provider may appeal the return of the resident to the Group Home to the DSAMH Medical Director.

Group Homes (Tiers 3-5) must also:

1. Ensure an individual's right of privacy, dignity and respect, and freedom from coercion and restraint.
2. Optimize, but not regiment, individual initiative, autonomy, and independence in making life choices, including but not limited to, daily activities, physical environment, and with whom to interact.
3. Facilitate individual choice regarding services and supports and who provides them.
4. Provide individuals with the freedom and support to control their own schedules and activities and have access to food at any time.
5. Ensure that individuals can have visitors of their choosing at any time.
6. Adhere to all relevant state and federal statutes, as well as pertinent county housing and zoning requirements.
7. Conform to criminal background checks and drug testing laws.
8. Understand rent payment is 30% of the resident's income and paid to the Group Home Bidder. (Group Home program staff and DSAMH can provide exceptions.)
9. Operate in a community-based setting with a home-like environment providing access to typical home facilities and integrated into the community.
10. Maintain a staffing ratio consistent with the weighted tiers of the clients in the home.
11. Ensure that at least 75% of staff members shall be Clinicians or Associate Clinicians and 25% shall be full-time Peer Specialists.
12. Ensure multidisciplinary staff members should include a Psychiatrist or Psychiatric Nurse Practitioner, Clinician, Associate Clinician, Residency Manager, Peer Specialist and Residency Service Assistant. See PROMISE manual (pg. 38) for required qualifications for each position.
13. Ensure staff members receive training in Introduction to the PROMISE program, including PROMISE Manual; the role of the PROMISE care manager; HCBS program basics and assurances; appeals process; documentation policies, Recovery approaches and outcomes; person-centered planning and the importance of the Recovery Plan, prior authorizations; member rights and protections; cultural competency; and conflict resolution.
14. Ensure staff members adhere to each resident's Recovery Plan and foster the acquisition of independent living skills. Those skills include Activities of Daily Living (ADLs), including eating, dressing and grooming, and Instrumental Activities of Daily Living (IADLs), including cooking and meal planning, money management, shopping for groceries, and managing medications. See PROMISE manual (pg. 26) for complete lists.
15. Provide the client's clinical services to facilitate a more seamless integration of care. If that isn't possible, then clients will need to receive clinical care from a community provider within the PROMISE network of care. The Group Home Bidder will be required to collaborate with that community treatment provider and create detailed care agreements for coordination of services. Necessary releases of information consents must be obtained for intra-agency communication and information-sharing.
16. Be responsible for the full range of transportation services required by residents to participate in services and activities specified in their Recovery Plans. This includes transportation to and from day activities and employment services, as applicable.
17. Ensure that staff members will keep a daily log of support activities for prompting residents with all IADLs/ADLs. A separate field trip log will also be maintained,

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- including departure and return times, destinations and purposes, and passengers' names. A critical incident report log is required; staff members must follow DSAMH Critical Incident Report procedures.
- 18.** Ensure that all residents have a PROMISE Care Manager and a primary clinical treatment provider unless the Group Home provider has elected to provide clinical supports. Residents will also have an ICM or ACT team available 24 hours per day for psychiatric support. Other supports may be identified in an individual's PROMISE Recovery Plan or by a clinical treatment provider. The full array of PROMISE menu services and all community services that are applicable may apply.
  - 19.** Ensures that the Care Manager maintains proper documentation in accordance with DHHS requirements, monitors the implementation of services on an ongoing basis, and tracks the Recovery Plan goals for each resident. The documentation must always be available to the Care Manager for monitoring on an ongoing basis.
  - 20.** If the monitoring of a resident's status and progress indicates that a change in tiers is needed, then ensure that the Care Manager will recommend a reassessment to reevaluate the resident to determine the appropriateness of the assigned tier in accordance with DHSS requirements.
  - 21.** Comply with all stipulations of the DSAMH Group Home Discharge Policy (Title 16 Health and Social Services, Delaware Administrative Code), including discharge requirements, documentation, notification, emergency discharges, voluntary discharges, incarceration, short-term transfers, transfers between group homes, and consultation with DSAMH.
  - 22.** Provides the Minimum Living Amenities--While the configurations of Group Homes will vary based on building structures and locations, here are the following basic requirements for all settings (see Title 16 Health & Social Service, Delaware Administrative Code, 3305 for more details):
    - a.** Each Group Home residence must meet required Delaware Housing code requirements.
    - b.** It is preferred that each resident have their own bedroom (furnished with one bed, one dresser draw, and bed linens and pillow). No more than two residents may occupy any one room.
    - c.** Individual lock boxes for medication storage and safety.
    - d.** Furnished kitchen with table, chairs and required appliances: oven/stove, refrigerator, and microwave.
    - e.** Living room space furnished with sofa, chairs, and basic cable equipped television.
    - f.** Accessible bathroom.
    - g.** Basic cable plan and courtesy phone provided by the Group Home provider.
    - h.** Washer/dryer preferred on premises. If not, weekly scheduled trips to the laundromat to support residents' access to laundry services.
    - i.** A locked file cabinet that contains an up-to-date medical history card and medical alerts (if required) including primary care physician, clinical provider information, and emergency contact for each resident. May also include advance directive if resident has one.
    - j.** Residents may display or decorate rooms to their preference. Group Home staff members may support or supervise proper installation of any objects requiring wall mounting and/or limit activity if it poses safety hazard or undue damage to property.
    - k.** Group Home providers are encouraged to include residents in selecting decorative items for shared areas of household.
  - 23.** The Bidder will ensure close communication and coordination among the Group Home staff members, clinical team members, PROMISE Care Manager and resident to tailor

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supervision and services appropriately and empower the resident to achieve the highest possible level of independent living. Formal and informal processes for collaboration will be devised and routinely implemented. Those processes will be regularly reviewed to determine their effectiveness for optimal coordination of care. The PROMISE Services Recovery Plan will guide the support and treatment activities of all parties.

**Performance Improvement and quality outcomes:**

The Contractor shall develop internal performance and outcome to evaluate program effectiveness and identify areas where improvement is needed, which shall be reviewed and approved by DSAMH. The initial required outcomes for this program are as follows:

- 90% of individuals referred to the Contractor with authorized Residential services will receive these services within two weeks of referral.
- 95% of individuals receiving Residential services will receive services that meet individuals' goals as defined in the individual's recovery plan.
- 90% of the individuals provided Residential services will indicate that the provided services have met their needs.

**Tier 3 Group Homes must also provide:**

1. Supervision from onsite staff members to ensure safety from harm as determined by an assessment.
2. Intermittent skilled care of a Licensed Professional or Paraprofessional throughout the day for medical diagnosis or medical treatment.
3. Ongoing management of residents with one or more behaviors of a disruptive or **destructive nature that prevent or interfere with that resident's inclusion in home and family life or community life, AND/OR**
4. Providing hands-on assistance or cueing with residents who have difficulties with at least two ADLs or periodic assistance throughout a day with at least three ADLs, OR
5. Providing complete assistance with residents who have difficulties with at least four IADLs.
6. Staffing patterns for day and night shifts, the roles and service requirements of clinical team members, and requirements for treatment assessment and planning are detailed in the PROMISE manual (pages 30-31).

**Tier 3 Staffing**

DHSS may require a modified staffing pattern based on extenuating circumstances or resident need. The service provider shall designate a Clinician or Associate Clinician to be the Primary Clinician. Each beneficiary will have a treatment plan developed by the Group Home within 30 days of admission and updated every six (6) months.

The service provider shall maintain the following staffing pattern (of which rates are set to support):

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Staff Type	<= 5 clients FTEs	>=6 clients FTEs	Coverage Requirements	Comments
CNA	2	3		Residential Service Assistant (high school diploma or equivalent).
Mental Health Clinicians-see below for breakdown of staff for Residence manager; Psychiatrist, Bachelors level Behavioral health staff, and RN	5.58	8.9	<p><b>For up to 5 clients:</b> 8 am to 10 pm= A minimum of one (1) Clinician or Associate Clinician, with sufficient training to assist residents with routine medical needs, including the administrations of medications, and to conduct basic assessment of the need for urgent, emergent or acute medical services, shall be on duty and on site</p> <p><b>For any number of clients:</b> At all other times= At all other times, a minimum of one (1) Clinician or Associate Clinician shall be on duty and on site whenever any residents are present in the home.</p> <p><b>At all times,</b> at least one (1) Clinician, Associate Clinician, or Residential Service Assistant shall be available on call. When a staff member is on duty and on site alone, the on-call person must be a Clinician or Associate Clinician.</p>	Clinicians (PhD, master's level, RN with certification in mental health, or bachelor's level + five (5) years mental health and two (2) years residential).
Residence Manager	1	1		Must be a Clinician
Psychiatrist	.08	.15	The Psychiatrist shall visit the Group Home at least once a week and spend a minimum of one-half hour per resident per month providing direct services to residents on site, participating in the assessment of residents' needs, planning service provision,	

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Staff Type	<= 5 clients FTEs	>=6 clients FTEs	Coverage Requirements	Comments
			and providing supervision/consultation to other program staff. The Psychiatrist shall evaluate each resident's medications at least every two (2) weeks.	
Bachelors level Behavioral health staff	3	5		Associate Clinicians (bachelor's level or RN).
RN	1.5	2.75	<p>A RN or LPN may administer medications, including injections. Residents shall take medications under direct supervision of a qualified staff member per treatment plan.</p> <p>If there is not an RN on duty, the Group Home shall train staff to ensure that one (1) or more members on duty has knowledge of first aid, including CPR and other care.</p> <p>One (1) Nurse on duty at least eight (8) hours a day at primary times when medications are dispensed (breakfast and dinner). An RN is on call at all other times.</p> <p>A RN or LPN may administer medications, including injections. Residents shall take medications under direct supervision of a qualified staff member per treatment plan.</p>	
Total	7.58	11.9		

**Tier 4 Group Homes must also provide:**

1. Extensive support and capacity for round-the-clock supervision, as determined by an assessment or clinical determination of need for continuous supervision, due to a significant risk for recent or ongoing occurrences of behavior in which the resident is a threat to self or others.

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2. A Tier 4 resident is weighted at 1.25 of a Tier 3 resident. Staffing patterns, including FTEs, for day and night shifts, the roles and service requirements of the clinical team members, and requirements for treatment assessment and planning are detailed in the PROMISE manual (pages 32-33).

**Tier 4 Staffing**

DHSS may require a modified staffing pattern based on extenuating circumstances or resident need. The service provider shall designate a Clinician or Associate Clinician to be the Primary Clinician. Each beneficiary will have a treatment plan developed by the Group Home within 30 days of admission and updated every six (6) months.

The service provider shall maintain the following staffing pattern (of which Rates are set to support):

Staff Type	<=5 clients FTEs	>=6 clients FTEs	Coverage Requirements	Comments
CNA	2.5	3		Residential Service Assistant (high school diploma or equivalent).
Mental Health Clinicians-see below for breakdown of staff for Residence manager; Psychiatrist, Bachelors level Behavioral health staff, and RN	7.08	8.9	<p><b>For up to 5 clients:</b> 8 am to 10 pm= A minimum of two (2) Clinicians or Associate Clinicians, with sufficient training to assist residents with routine medical needs, including the administrations of medications, and to conduct basic assessment of the need for urgent, emergent or acute medical services, shall be on duty and on site</p> <p><b>&gt;=5 clients, FTEs</b> At all other times= At all other times, a minimum of one (1) Clinician or Associate Clinician shall be on duty and on site whenever any residents are present in the home.</p> <p><b>At all times,</b> at least one (1) Clinician, Associate Clinician, or Residential</p>	Clinicians (PhD, master's level, RN with certification in mental health, or bachelor's level + five (5) years mental health and two (2) years residential).

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Staff Type	<=5 clients FTEs	>=6 clients FTEs	Coverage Requirements	Comments
			Service Assistant shall be available on call. When a staff member is on duty and on site alone, the on-call person must be a Clinician or Associate Clinician.	
Residence Manager	1	1		Must be a Clinician
Psychiatrist	.08	.15	The Psychiatrist shall visit the Group Home at least once a week and spend a minimum of one-half hour per resident per month providing direct services to residents on site, participating in the assessment of residents' needs, planning service provision, and providing supervision/consultation to other program staff. The Psychiatrist shall evaluate each resident's medications at least every two (2) weeks.	
Bachelors level Behavioral health staff	4.5	5		Associate Clinicians (bachelor's level or RN).
RN	1.5	2.75	A RN or LPN may administer medications, including injections. Residents shall take medications under direct supervision of a qualified staff member per treatment plan.  If there is not an RN on duty, the Group Home shall train staff to ensure that one (1) or more members on duty has knowledge of first aid, including CPR and other care.	

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Staff Type	<=5 clients FTEs	>=6 clients FTEs	Coverage Requirements	Comments
			<p>One (1) Nurse on duty at least eight (8) hours a day at primary times when medications are dispensed (breakfast and dinner). An RN is on call at all other times.</p> <p>A RN or LPN may administer medications, including injections. Residents shall take medications under direct supervision of a qualified staff member per treatment plan.</p>	
Total	9.58	11.9		

**Tier 5 Group Homes must also provide:**

1. PLUS Long-term Care MCO Manager and the PROMISE Care Manager will develop a combined PLUS service care plan and PROMISE Recovery Plan with the resident to meet extraordinary physical needs.
2. PLUS LTC can reimburse for extraordinary needs. Tier 5 beneficiaries are eligible for Nursing Facility level of care. PROMISE pays the Tier 4 rate and then the PLUS LTC develops a PLUS service care plan under the PLUS LTC program to provide additional supports under the PLUS program necessary to maintain a beneficiary meeting the Nursing Facility level of care outside of the Nursing Facility.
3. The Bidder's staffing for Tier 5 is identical to the staffing for Tier 4.

**Appendix B-6 Technical Response Requirements**

DSAMH may enter into one or more contracts per housing type regardless of the number of locations utilized to deliver services. Bidders must identify which housing type(s) they are responding to under the scope of work. Bidders are required to answer all questions as outlined in this section, but may submit one response to this section, identifying which housing type is described within the content where multiple housing types are described. For example, if a Bidder is responding to recovery housing and supported apartments, they should respond to the requirements in Appendix B and indicate where the response applies across housing types, and where it is meant to specifically address one housing type, and which one it is addressing. Bidder should indicate all services proposed, and identify when multiple locations are utilized.

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Bidder's responses to the question below must describe how it will assist residents in improving their quality of life and achieving their personal goals in a community setting. Bidders should ensure that all proposed solutions are consistent with [DSAMH's housing policy](#), the additional policies found in Appendix C, and applicable regulations, standards, procedures, and best practices and include a continuum of housing step-down approaches.

**A. Experience and Reputation**

These criteria include questions which ascertain the qualifications and experience of the organization and persons to be assigned to the project. There is no page limit for the questions in this criterion.

1. Complete and attach the Business References found in Attachment 5.
2. Complete and attach the List of Contracts in the State of Delaware Form found in Attachment 9.
3. Identify by location and describe the Bidder's qualifications and experience providing proposed housing services and comprehensive care management in line with those set forth by the Scope of Work for the Housing Type(s) outlined in this Appendix.
4. Provide two staffing organization charts as follows:
  - a. Chart one depicting the organization as a whole and how the proposed services fit in the overall organizational/agency structure (may be more than one page).
  - b. Chart two depicting each of the individual services being proposed showing staffing (job function/title and name)
5. Provide current staff resumes for each staff member submitted with the proposal response, including Designation of a project manager as the primary point of contact with DSAMH.
6. Describe Bidder's screening and hiring procedures including guidelines to be used in staff screening and hiring procedures. Measures adequate to screen job applicants to determine history of patient/resident abuse/neglect (must comply with 29 Del. C. Section 708 and 11 Del. C. Section 8564) must be described.
7. Describe Bidder's staff training/orientation and development. A staff training and/or orientation plan must be submitted within 60 days of Notice of Award applicable to all staff who will be assigned to the program. The plan must be updated annually. Please outline planned training, orientation and development activities. The training must also include mandatory PROMISE training as approved by the Division.  
Note: The Department reserves the right to amend any contracts resulting from this RFP to require specific staff training.
8. Describe staff qualifications and experience working with individuals with serious mental illness and/or substance use disorders in the applicable housing type in Bidder's design.
9. Describe Bidder's experience in securing supportive services and stable housing for individuals with behavioral health needs in recovery in the applicable housing type included in Bidder's design.
10. Describe Bidder's experience and strategies for assisting residents engaged in vocational/employment pursuits.
11. Provide any measurable outcomes experienced with similar populations and include the elements in your program design that have contributed to positive outcome results.
12. Describe the Bidder's experience with any past or current partnerships proposed with other providers.
13. Please describe Bidder's experience with billing third party payers.

**B. Expertise**

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This criterion includes questions which establish an understanding of the Bidder'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. There is no page limit for the questions in this section:

1. Describe any challenges Bidder has experienced providing comprehensive care management, housing, and supports in line with those set forth by the Scope(s) of Work and the applicable Housing Level(s) outlined in this Appendix, what you did to overcome any obstacles. Describe any improvements in your model design over the past three years and the reason for those changes.
2. Provide Bidder's comprehensive approach and staff qualifications to care management, housing, and supports. As part of this approach include information about:
  - a. How Bidder will utilize support services to ensure housing stability and other positive outcomes;
  - b. Describe the integrated care model including details about the proposed evidence-based practices, published source (e.g., ASAM, NIDA, SAMHSA, NIAAA), intended population, and staff organization charts;
  - c. Bidder's care management processes for ensuring individuals will be assessed for need, and receive support to graduate to progressive levels of housing stability and independence, which includes person-centered care management which includes resident input into that plan;
  - d. Bidder's care management processes for coordination of physical and behavioral health services including connections to providers (e.g. primary care) with a goal of establishing long-term relationships with those providers; include any current contracts and/or partnerships with primary health care providers (Federally Qualified Health Centers (FQHCs), county health departments, primary care practices;
  - e. Bidder's care management processes continuity of care such as ensuring individuals will continue to receive their FDA approved medication for behavioral health needs;
  - f. Bidder's care coordination processes including navigation of health systems and establish an ongoing relationship with primary care providers/patient-centered medical homes. Bidder should describe systems coordinating or providing transportation to and from medical appointments and support services. Bidder will also outline process facilitating patient follow up for medical appointments and accompanying the patient to medical appointments when necessary. Bidders will describe how communication occurs between internal staff and outside providers to follow up on any changes in patient care plans.
3. Please include a formal Quality Improvement Plan for identifying, evaluating and correcting deficiencies in the quality and quantity of services proposed under the scope of work. The Quality Improvement plan shall include proposed "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.
4. Describe Bidder's ability to comply with reporting requirements. These include, but are not limited to:
  - a. Collection of statistical data as requested.
  - b. Detail-level invoicing with person level data in prescribed format.
  - c. Compliance with future claims submissions and billing to be created by DSAMH.

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- d. Reporting of Outcome Measures.
- e. Approach for timely collecting, tracking and reporting Provider- Derived performance measures.
- f. Adhere to the Consumer Reporting Form (CRF) data submission requirements.
- g. Approach to identifying any barriers to Outcome or Performance measures.

**C. Capacity to Meet Requirements**

This criterion includes questions which determine the ability for the Bidder to serve individuals with behavioral health disorders, including staff capacity, number of beds, services areas and staff to resident ratio. There is no page limit for the questions in this criterion.

1. Provide a description anticipated flow of individuals with behavioral health needs you anticipate being able to graduate through Bidder’s proposed model in a 2-year period through this model, the target service area (county/geographic location), and the number of beds or locations Bidder intends to provide
2. Provide staff qualifications by housing type and staff to resident ratios by level of staff.
3. Provide an Implementation Work Plan in chart format with dates, tasks and resources necessary to meet the requirements for each service Bidder is bidding for in this RFP This Implementation Work Plan should clearly indicate timelines for completion of each activity. The plan must cover start up through program implementation activities, including hiring of key staff. The Work Plan should:
  - a. indicate which services Bidder already provides and detail any necessary modifications, planned changes to increase or decrease resident capacity, and/or re-location of existing services (if applicable),
  - b. specify timeframes for adding new services and/or new service locations,
  - c. specify timeframes for establishing service operations, hiring staff, training staff, and the delivery of treatment.

Task	Milestone Activity (Short description)	Start	Target Completion Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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**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 in alignment with the standards outlined in Appendix C for the proposed housing level. Responses should be limited to 25 pages for all the questions in this criterion.

1. Please provide describe your service model including details about the proposed evidence-based practices, published source 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). The Bidder should demonstrate a mechanism for ensuring fidelity to the specific evidence-based practice models employed.
2. Please describe a simulation of your model for (those that apply):
  - a. An individual with SUD with co-occurring SPMI
  - b. An individual with a medical disability
  - c. An individual with no family support
  - d. An individual with an involved family and/or peer support system
  - e. An individual who is representative of the following high-risk priority populations, including individuals residing in rural areas, aging populations, transition age youth, intravenous drug users, pregnant women, women with dependent children, women who are attempting to regain custody of their children families, individuals with Opioid Use Disorder (OUD), and culturally diverse populations.
3. Describe how you will assess the effectiveness of the services on an ongoing basis.
4. Describe your planned protocol for the availability and administration of naloxone (Narcan) in the event of an emergency situation involving narcotic overdose. This also includes a plan for educating staff, patients and their families.
5. Describe how you will ensure access to services for patients currently receiving FDA approved medication(s) for behavioral health needs, including but not limited to Medication for Addiction Treatment (MAT) for Opioid Use Disorder.
6. Please highlight innovations with your model and explain how they will help to connect individuals with services in the full continuum of care.
7. Describe how accessibility to services are addressed in terms of transportation; American Disabilities Act; and sensitivity to the education; ethnic and cultural needs of the community. The provider must demonstrate that they have access to the requisite language resources for individuals assigned to their program who do not speak English.
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>.

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**F. Sustainability**

This criterion examines the evidence provided which describes how the Bidder 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 one (1) page for the question in this criterion, excluding Appendix D-3 and attached letters of support and emergency/disaster plan.

1. Describe the plan for long term sustainability of the proposed model.
2. Complete Appendix D-3 related to organization's financial stability.
3. Attach letters of support from organizations which are external to the Bidder and which acknowledge or indicate a long-term investment, commitment, or partnership (optional).
4. Attach an emergency response/disaster plan.

**G. Partnerships with other providers**

This criterion will review whether the proposed service model includes community partnerships with one or more providers having a significant role within the model. Responses should be limited to three (3) pages per housing level proposed for all the questions in this criterion.

1. Illustrate the role, relationship, and level of involvement of additional Bidder and community partners included in the model proposed in E. 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, Bidder partners will not be separately reimbursed for services as this is an integrated model.

**H. Pricing**

This criterion will consider the Bidder's pricing model proposed. There is no page limit for the question in this criterion.

1. If Bidder is providing Group Home or Recovery Housing, Bidder must acknowledge that they will accept the rates listed in the most current Delaware Adult Behavioral Health DHSS Service Certification and Reimbursement Manual. Please note, Group Homes are referred to as Community Residential Alternatives in the reimbursement manual, and Recovery Housing are also referred to as Sober Living Houses.
2. For housing types which do not have rates established in the reimbursement manual, Bidders are asked to provide a fee-based cost estimate for the services proposed with a supporting budget through submission of Appendix D-2 Budget Workbook.

**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 to be determined by DSAMH. Required metrics and rates will be determined at the time of contracting based on the scope of services proposed.

**I. Bonus points**

Bonus points will be awarded based on responses in which Bidder describes how they will commit to and leverage other public-private partnerships and any in-kind funding sources to complement the proposed model. Signed Memorandum of Understanding (MOU) with partner organization are requested, if available. If a public-private partnership will be proposed, evidence of previous partnerships focused on housing or wrap around supports and services for vulnerable populations

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are requested, if available.<sup>12</sup> Responses should be limited to three 3 pages for the question in this criterion.

1. Please provide describe any public-private partnerships that will be used to compliment the proposed model (e.g. partnerships with hospitals or state housing authorities). Attach MOUs and any letters of commitment.

*[balance of page is intentionally left blank]*

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<sup>12</sup>[https://d155kunxf1aozz.cloudfront.net/wp-content/uploads/2019/05/CSH-Addressing\\_Health\\_Equity\\_Through\\_Partnerships-Final.pdf](https://d155kunxf1aozz.cloudfront.net/wp-content/uploads/2019/05/CSH-Addressing_Health_Equity_Through_Partnerships-Final.pdf)

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**Appendix C – Business Proposal Requirements**

**Contract No.** HSS-20-040

**Contract Title:** COMPREHENSIVE BEHAVIORAL HEALTH SUPPORTIVE HOUSING SERVICES

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

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

Organization must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements). If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings. Organizations that are not subject to an A-133 Audit must submit their most recent Independent Audit/Evaluation.

Organization will submit the most recent organizational chart and current Board of Director's roster (if applicable).

The Department of Health and Social Services, Division of Substance Abuse and Mental Health reserves the right to terminate the contract, based upon merger or acquisition of the

Bidder, during the course of the contract. Organizations must include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

Organizations applying under this RFP must complete the Budget Workbook, Appendix D-2 and RFP Financial Survey, Appendix D-3 (document can be found at <http://bids.delaware.gov>)

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

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

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**Appendix C-1 Budget Workbook Instructions**

THESE INSTRUCTIONS ARE ASSOCIATED WITH THE BUDGET WORKBOOK ASSIGNED  
TO  
RFP/CONTRACT NUMBER: HSS-20-040  
PROGRAM/SERVICE: Comprehensive Behavioral Health Supportive Housing

**1. General Budget Guidelines**

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

Organizations are required to complete a Budget Form to determine the appropriateness of agency costs allocated to the Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) contracts, and to assist in making cost comparisons among similar programs and services. Those contracts include cost reimbursable contracts and contracts that have previously been cost reimbursable but have been converted to a unit cost contract. A separate budget form must be filled out for each Bidder funded in this contract.

**1.1 Types of Costs**

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

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

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

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

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- 1.1.2 Administrative Costs-** Administrative costs are defined as those costs incurred to provide central support functions to the service components of the program. Administrative costs are those that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature that do not relate solely to any major program area of the organization. In general, administrative costs cannot be readily identified to a specific program objective without effort disproportionate to the results. This category may also include the allocable share of salaries and fringe benefit costs, operation and maintenance expense, depreciation and use allowances, and interest costs. Examples of costs that fit in this category include central office functions, such as the director's office, the office of finance, business services, budget and planning, personnel, payroll, safety and risk management, general counsel and management information systems.
- 1.1.3 Startup Costs-** Startup costs are the expenses incurred during the process of creating a new project. Startup costs (if allowable) will be discussed during contract negotiations.

**1.2 Unallowable Costs**

DSAMH will not pay for the following costs:

- 1.2.1** Costs incurred before the effective date or after the termination date of any contract.
- 1.2.2** Costs for services which:
- 1.2.2.1** have not been rendered;
  - 1.2.2.2** cannot be verified as having been provided, according to standard DSAMH monitoring and audit procedures;
  - 1.2.2.3** have not been provided by DSAMH approved agencies and programs;
  - 1.2.2.4** have been provided to persons not authorized by DSAMH;
  - 1.2.2.5** have been provided to persons of less than 18 years of age, unless such persons have been approved in writing by DSAMH as eligible to receive services under this Contract;
  - 1.2.2.6** have been paid for by Medicaid or Medicare, by other third-party payers, by or on behalf of the recipient of services; or
  - 1.2.2.7** are a benefit offered as a covered service in any healthcare plan under which the resident has been determined to be covered, or for which the resident has been found to be eligible, unless such residents are specifically approved in writing by DSAMH as eligible to receive services under this Contract.
- 1.2.3** Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.

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- 1.2.4 Costs incurred in violation of any provision of the contract or the Operating Guidelines (if available).
- 1.2.5 Costs of acquisition, renovation or improvement of facilities or land. Ongoing costs of facility maintenance and repair are distinguished from improvement and are allowable.
- 1.2.6 Costs incurred for the purchase and maintenance of Vehicles.
- 1.2.7 Costs of acquisition of Computer system purchases including electronic health record software.
- 1.2.8 Costs of political activities, including: transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.
- 1.2.9 Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include: maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
- 1.2.10 Interest payments, late payment fees and penalties charged by Bidders as a result of late invoicing.
- 1.2.11 Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
- 1.2.12 Costs that violate any requirement or are identified as a prohibited activity in the Scope of Work (Appendix B of Contract / RFP).
- 1.2.13 Costs that violate any applicable Federal or State statute or regulation.

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

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

## **2. General Information Regarding Budget Workbook**

The budget workbook is a standardized format for the Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH)

- 2.1 The budget is an Excel workbook. The workbook consists of:
  - 2.1.1 Personnel Detail Worksheet;
  - 2.1.2 Budget Worksheet;
  - 2.1.3 Budget Narrative
- 2.2 Portions of the budget workbook and its worksheets are automated. Some items are calculated by the worksheet and some are transferred from other areas of the worksheet and workbook. As a result, the Salary and Budget worksheets require the most entries and time. Questions should be directed to the appropriate DSAMH representative.

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- 2.3 A complete budget workbook must be submitted as part of the Request for Proposal (RFP) Appendix C-Business Proposal or during the annual contract renewal/amendment process as requested by DSAMH. If part of the contract, the budget workbook is listed under Appendix C-of the contract.
- 2.4 Develop a methodology for allocation of costs to each funding stream. This will speed the completion of the salary, fringe benefit and budget worksheets. In reviewing the budget proposal, DSAMH may ask for an explanation of the methodology.
- 2.5 A DSAMH representative will provide additional instructions as appropriate.

**3. Definitions**

- 3.1 Funding stream refers to the source of funds for each service/program.
  - 3.1.1 Requested Funds: legislative and federal appropriations administered by DSAMH.
  - 3.1.2 Other Resources: any other funding sources the agency utilizes to cover expenses.
- 3.2 Indirect Costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs (program costs) of a specific program/service or other ultimate or revenue producing cost centers. An indirect cost rate represents the ratio between the total indirect costs and benefiting total direct costs, after excluding and or reclassifying unallowable costs, and extraordinary or distorting expenditures. (i.e., capital expenditures and major contracts and subgrants). Indirect costs should not exceed a level beyond the Department of Health and Social Services cap of 12%.
- 3.3 Direct costs are costs that can be identified specifically with a project and therefore are charged to that project. The accounting system records these costs as they are incurred within the series of accounts assigned for that purpose and further distribution is not required. In the past, this may also have been referred to as program costs.

**4. Instructions for Completing the Budget Workbook**

- 4.1 Before beginning – save the budget workbook file with a new name for each service/program.
- 4.2 Bidders must complete the columns named “Requested Funds”; and “Other Resources”; No entries are needed or permitted in the areas shaded blue, green, purple, yellow, brown, or orange.

**5. Personnel Detail Worksheet**

- 5.1 The first step in the development of the budget is to complete the Personnel Detail Worksheet.
- 5.2 In the boxes provided at the top of the page, enter the Applicant Agency, for this budget.

**Column**

- 5.3 A. Name of Staff In this Column list the name of each person (include each person’s credentials) scheduled to work on the project. If this is a new position or currently a vacant position, put “To Be Hired” in this Column.  
Group the staff into two sections:
  - DIRECT STAFF: (intake staff, staff providing the services to the residents under this contract, etc.).
  - INDIRECT STAFF: (support staff, staff that are not directly providing the services but are necessary for the overall operation of the agency that provides the

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services under this contract, like accounting, CEO, etc.).

- 5.4** B. Title/Position In this Column, enter the title or position of each person.
- 5.5** C. FTE **Enter** the Full Time Equivalent for each position listed from the perspective of the agency regardless of how many hours are spent on this contracted service
- For example**, if the standard workweek for your agency is 40 hours per week and person #1 will work only 30 hours per week for your agency, enter 0.75. If person #2 will work 40 hours per week for your agency, enter 1.0
- 5.6** D. Annual Salary Enter the **total annual salary** for each individual. This may be more than the salary paid from project funds. For positions "To Be Hired", enter the salary to be paid from the estimated time of hire until the end of the contract year.
- The annual salary is the payment for the total number of time the employee works for the agency as a whole, not just for this contract.**
- 5.7** E. % of Time on Project This is the percent of the individual's total work time that is spent on this project.
- 5.8** F-G. Salary Breakouts In Columns F through G, indicate the dollar amount of salary paid from each funding stream used in this contract, as appropriate. The individual's salary may be paid from just one funding stream or more than one. For example, part of salary is paid with Requested funds and the balance by Other Resources.
- 5.9** H. Total Contract Salary This Column calculates sum of Columns F through G.
- 5.10** Line 61 Totals The totals are automatically calculated for each Column.

**6. Budget Worksheet**

**Budget Worksheet Note:**

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

- 6.1** Other Resources Column If the agency is utilizing other resources to cover the expenses of this program, enter the dollar value of each additional resource that is going to be utilized for this line item.
- 6.2** **Section C-3** **Travel and Training Expenses**

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- 6.2.1** Line 12 Line 12 is the sum of lines 13 through 15. The values for this line are automatically calculated.
- 6.2.2** Line 13  
Mileage Mileage expense is the projected number of miles that will be driven by staff and volunteers in their personal vehicles for agency purposes multiplied by the rate per mile reimbursement. This rate cannot exceed the State of Delaware's maximum allowable of forty cents (\$0.40) per mile. If an agency chooses to exceed the maximum, it may do so as long as the amount over the maximum is paid by the agency from other sources. <http://delcode.delaware.gov/title29/c071/index.shtml>
- Enter the value of the total number of miles multiplied by the reimbursement rate under appropriate funding stream(s), Columns D through F.
- Use the Budget Narrative C-3 Mileage to identify the quantity of the miles that the agency is projecting to use.
- For example**, if agency projects 100 miles to be driven by the staff under this project, then enter  $100 * \$0.40 = \$40.00$ .
- 6.3.3** Line 14  
Training Enter the cost of staff training for this project under appropriate funding stream(s).
- 6.3.4** Line 15  
(Other specify) Use this line if you need to specify additional Travel or Training Cost. In the Column B, instead of Other (specify), enter the name of the travel or training budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.4 Section C-4 Contractual**
- 6.4.1** Line 16 Line 16 is the sum of Lines 17 through 32. The values for this line are automatically calculated.
- 6.4.2** Line 17  
Rent Enter the cost of space rental under appropriate funding stream(s). Use the Budget Narrative C-4 Rent to identify each space rented, the square footage and the cost per square foot.
- 6.4.3** Lines 18-24  
Electricity  
Heat  
Telephone/Internet  
Utilities (Other)  
Printing/Advertising  
Postage  
Insurance Enter the cost for each line item under appropriate funding stream(s).
- 6.4.4** Line 25  
Repairs Enter the cost of repairs under appropriate funding stream(s). Use the Budget Narrative C-4 Repairs to describe the proposed repairs and the need for them.

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- 6.4.5** Line 26  
Audit Enter the cost of Audit under appropriate funding stream(s). Use the Budget Narrative C-4 Audit to describe what audit fees and what percent of the audit fees agency is allocating to the project expense.
- 6.4.6** Lines 27-32  
Other (specify) Use this line if you need to specify additional Contractual Costs. In the Column B, instead of Other (specify), enter the name of the contractual budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.5 Section C5 Supplies**
- 6.5.1** Line 33 Line 33 is the sum of the lines 34 through 43. The values for this line are automatically calculated.
- 6.5.2** Lines 34-38  
Office Supplies  
Program Supplies  
Janitorial Supplies  
Building Supplies  
Medical Supplies Enter the cost for each line item under appropriate funding stream(s).
- 6.5.3** Lines 39-43  
Other (specify) Use this line if you need to specify additional Supplies Costs. In the Column B, instead of Other (specify), enter the name of the supply budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.6 Section C6 Equipment/Other Direct Costs**
- 6.6.1** If replacement or additional equipment is being requested, use the Budget Narrative to provide details on the specific piece of equipment requested and explain why it is needed.
- 6.6.6** Lines 44-46  
Other (specify) Use this line if you need to specify additional Equipment/Other Direct Costs. In the Column B, instead of Other (specify), enter the name of the direct cost budget line item and enter the cost of that line item under appropriate funding stream(s).
- 6.7 Section C7 Indirect Costs**  
Explain how Indirect Cost was determined.
- 6.8 Section C8 Total Budget**  
The values for this line are automatically calculated.

**7. Budget Narrative**

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**Budget  
Narrative  
Supplement Note:**

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

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

**7.1 C1**

**Staff Salaries**

Explain how staff salaries were determined and allocated to this project. Explain any increases/decreases in salaries from the previous contract with the State (if applicable).

**7.2 C2**

**Staff Fringe Benefits**

In the Additional Narrative Section, explain how the fringe benefits were determined. Explain any increase/decrease in fringe benefits from the previous contract with the State (if applicable). Provide detail on the items included in the fringe benefits, and the percent and dollar amount of each item.

Complete the Fringe Benefits Classification table.

**Example:**

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

**7.3 C3**

**Travel/Training**

**7.3.1 Travel**

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

**Example:** Mileage x 0.40(DSAMH Max) = Total

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

**7.3.2 Training**

For the training narrative please give a detailed description of the training allocated on the Budget Worksheet. Training expenses must align with spending principles outlined in the State of Delaware Budget and Accounting Manual, Chapter 11-Training. <https://budget.delaware.gov/accounting-manual/index.shtml>

**7.3.3 Other (Specify)**

Identify and explain the cost.

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- 7.4 C4 Contractual**
- 7.4.1 Rent** Identify the square footage and the cost per square foot for **each space rented.**
- Example: Sq. Footage x Cost/sq. ft. = Total  
2000 sq. ft. x \$10/sq. ft. = \$20,000
- In Cell called "Total Months Charged to Rent" enter the total months included in the contract. If this budget is for the entire year, the total months entered should be twelve (12). If this contract budget is for a shorter or longer period than a year, agency must enter the total months included in the budget.
- In the Additional Narrative portion, please explain how the rent was determined and allocated to the project.
- 7.4.2 Electricity** Explain how these costs were determined and allocated.  
Heat  
Telephone/Internet  
Utilities (Other)  
Printing/Advertising  
Postage  
Insurance
- 7.4.3 Repairs** Describe the proposed repairs and the need for them.
- 7.4.4 Audit** Explain how these costs were determined and allocated to the program.
- 7.4.5 Other (Specify)** Identify and explain each cost.
- 7.5 C5 Supplies**
- 7.5.1 Office Supplies** Explain how these costs were determined and allocated.  
Program Supplies  
Janitorial Supplies  
Building Supplies  
Medical Supplies
- 7.5.2 Other (Specify)** Identify and explain each cost.
- 7.6 C6 Equipment & Other Direct Costs**
- If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.
- 7.6.3 Other (Specify)** Identify and explain each cost.

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- 7.7**    **Column E**                    **Other Resources**  
Explain what the other resources are and how they are allocated to this project.
- 7.8**    **C7**                                **Indirect Costs**  
Explain how Indirect Cost was determined
- 7.9**    **C8**                                **Total Budget**  
The values for this line are automatically calculated.

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**Appendix C-2 Budget Workbook**

Please see attached Excel workbook.

**Appendix C-3 – RFP Financial Survey**

**Contract No.** HSS-20-040

**Contract Title:** COMPREHENSIVE BEHAVIORAL HEALTH SUPPORTIVE HOUSING SERVICES

**NAME OF APPLICANT AGENCY:** [Click here to enter text.](#)

**A. 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.](#)

c. 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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**B. Finance, Accounting, and Internal Controls**

1. Basis of accounting system:

Cash       Accrual

2. 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: \_\_\_\_\_

3. 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.](#)

4. 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.

5. 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

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

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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)

**6. Billing Residents for Services**

- a.** Does the firm maintain a schedule of fees?

Yes       No

- b.** Summarize, the procedures for determining fees due from resident, include information about how a resident is informed about the fee schedule, determination of resident's ability to pay, the procedures for billing residents, and how the receipt of resident fees is documented. [Click here to enter text.](#)
- c.** Explain the procedures for billing third-party payers? [Click here to enter text.](#)

**C. Program**

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

Yes       No

- a.** Briefly describe: [Click here to enter text.](#)
- b.** Does the program have person(s) responsible for the preparation and review of the program budget?

Yes       No

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

[Click here to enter text.](#)

- 2.** Indirect (Facilities and Administration) Costs

- d.** 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

- d.** Does the organization have a Federally approved indirect cost rate?

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Yes       No

e. Indirect Cost Rate: \_\_\_\_\_%

Type of rate (predetermined, provisional, final, de minimis, etc.): \_\_\_\_\_

Allocation (distribution) basis: \_\_\_\_\_

**D. Federal cognizant agency for indirect costs: \_\_\_\_\_**

**E. Procurement**

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1. Does the firm maintain a summary of total program funding and a breakdown of approximate funding by source?
2. 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.

**F. Property Management**

1. 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 applicable)	<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 disposition	<input type="checkbox"/>

- c. Is the inventory kept up to date?
 

Yes       No
- d. How often is the inventory updated? \_\_\_\_
- e. Identify the party responsible for maintaining the inventory? Name/Position:  
\_\_\_\_\_

**G. Applicant Agency Signoff**

1. Survey completed by (Printed or Typed Name): \_\_\_\_\_
2. Title/Position: \_\_\_\_\_
3. Signature: \_\_\_\_\_

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4. Date: \_\_\_/\_\_\_/\_\_\_

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**Appendix D – Division of Substance Abuse & Mental Health (DSAMH) Policies**

**Contract No.** HSS-20-040

**Contract Title:** COMPREHENSIVE BEHAVIORAL HEALTH SUPPORTIVE HOUSING SERVICES

The Bidder agrees to comply with the following Delaware Health & Social Services and Government policies as applicable :

- [Capacity Management and Priority Populations](#)
- [Charitable Choice](#)
- [Resident Confidentiality](#)
- [Resident Responsibility and Billing for Uninsured](#)
- [Resident Service Waiting Lists](#)
- [Community Access to Treatment Standards](#)
- [Criminal Background Check](#)
- [Critical Incident Reporting](#)
- [Cultural Diversity Linguistic Services](#)
- [Delaware Code](#)<sup>13</sup>
- [Delaware Treatment and Referral Network](#)
- [Discharge from Services](#)
- [Discharge Transition Practices Guidelines](#)
- [Housing Policy](#)
- [Human Subjects Review Board](#)
- [Inclusion](#)
- [McKinney-Vento Homeless Assistance Act](#)
- [Nicotine Dependence and Treatment](#)
- [Outpatient Treatment Over Objection \(OTOO\)](#)
- [Provider Appeal Process](#)
- [Safeguarding & Management of Resident/Resident Funds](#)
- [Standard Ability to Pay Fee Schedule](#)

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<sup>13</sup> Including but not limited to:

- Title 6, Commerce and Trade, Chapter 46, “Fair Housing Act”.
- Title 29, State Government, Departments of Government, Chapter 79, Department of Health and Social Services, Subchapter IV, “Emergency Housing Fund”.
- Title 29, State Government, Departments of Government, Chapter 79, Department of Health and Social Services, Subchapter V, “Minimum Standards for Congregate Housing Facilities for the Homeless” of the Delaware Code that was signed into law in July of 1990.

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- [Standardized Requirements During the Development Phase of Community Based Residential Homes](#)
- [Standardized Reporting and Investigation of Suspected Abuse, Neglect, Mistreatment, Financial Exploitation and Significant Injury of Residents Receiving Services in Residential Facilities Operated By Or For DHSS](#)
- [Trauma Informed Care](#)
- [State of Delaware Residential Landlord Code](#)

Please note: This list is not all-inclusive. Bidder must abide by all local, state, and federal policies, processes, procedures, requirements, rules, laws, and regulations.

DSAMH reserves the right to modify, replace, or add to these policies with 60 days' notice to Bidders. In the event of a policy modification or addition of new policy, the Bidder agrees to formulate a plan, in writing, regarding the contractor's compliance strategy with modified or new policy.

## **Appendix E – Divisional Requirements**

**Contract No.** HSS-20-040

**Contract Title:** COMPREHENSIVE BEHAVIORAL HEALTH SUPPORTIVE HOUSING SERVICES

The Divisional Requirements below will be listed in the awarded Bidder's contract. Divisional Requirements are updated at the Division's discretion as necessary.

The Vendor certifies, to the best of its knowledge and belief that all services provided under this contract shall be in compliance with all the terms, requirements and provisions of:

### **A. General**

1. The Vendor agrees to provide the staff and services (as described in Appendices) and to seek reimbursement for services provided according to the terms and conditions set forth in this contract. Delaware residents shall be given priority over residents of other states in determining eligibility for services provided under this contract.
2. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware may suspend the scheduled payments.
3. The Division reserves the right to reduce the number of people a Vendor currently serves, restrict the number of referrals a Vendor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.
4. The Vendor agrees to acknowledge, in any communication involving the public, the media, the legislature or others outside of DSAMH, that the services provided under the terms of this contract are funded by and are part of the system of public services offered by DSAMH.
5. The Vendor agrees to participate in the DSAMH reporting and identification system and to use such forms as are approved/required by or supplied by DSAMH. Any modifications to the approved forms

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must have prior authorization from DSAMH.

6. DSAMH retains the specific right of access to all treatment records, plans, reviews and essentially similar materials that relate to the services provided to residents/consumers under the terms of this contract. DSAMH shall be entitled to make and retain possession of copies of any treatment records, plans, reviews and essentially similar materials which relate to the services provided to residents/consumers under the terms of this contract and the Vendor shall not restrict DSAMH from such possession.
7. The Vendor agrees to submit incident reports, PM46 notifications as well as reporting of any and all adverse events.
8. The Vendor agrees to maintain such participant record systems as are necessary and required by DSAMH and/or federal mandate to document services. Program record systems shall be compatible with existing DSAMH systems, including the management information system (MIS), be based on project objectives and measure and track the movement of residents through the program.
9. The Vendor agrees to provide DSAMH copies of such records, statistics and other data required for research, evaluation, resident follow-up, training needs assessment and program or financial monitoring or audit.
10. The Vendor agrees that no employee, board member, or representative of the Vendor, either personally or through an agent, shall solicit the referral of residents to any facility or program in a manner, which offers or implies an offer of rebate to persons referring residents or other fee-splitting inducement. This applies to contents of fee-schedules, billing methods, or personal solicitation. No person or entity involved in the referral of residents may receive payment or other inducement by a facility/program or its representatives. No person shall be employed for the sole reason to direct people with serious mental illness to a facility that they are employed by or get remuneration of any kind.
11. The Vendor and DSAMH mutually understand and agree that DSAMH may at any time elect to seek another provider to provide the services required by this contract. In the event that DSAMH selects another provider, the Vendor agrees and shall be required to cooperate fully in the development and execution of an orderly and coordinated close-out of the Vendor's program operation to ensure the continuity of appropriate resident care during the transition to another service provider.
12. The Vendor agrees to apportion the delivery of services as purchased under this contract and to assure that services are reasonably available to DSAMH-approved and/or funded consumers/residents throughout the term of the contract. DSAMH reserves the right to delay or withhold payments for services provided under this contract when it appears that services are being provided in a manner that threatens reasonable availability of services or delays the expected provision of resident specific data reports on a monthly basis throughout the term of the contract

**H. Department of Health and Social Services Requirements**

1. The Vendor shall ensure that its liability insurance extends coverage to such members of its governing and/or advisory boards as may be potentially liable for damages by virtue of their official position, service to, or otherwise apparent or presumed relationship to the Vendor and/or the services provided by the Vendor under the terms of this contract.
2. This entire Contract between the Vendor and the Division is composed of these several pages and the attached:

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Appendix A	Divisional Requirements
Appendix B	Scope of Work/Service Description
Appendix C	Financial Requirements (to be created by DSAMH) Appendix C-1 Contract Budget
Appendix D	Vendor Work Plan
Appendix E	RFP-HSS-20-040 –Attachment 1 Vendor Response to HSS-20-040

This contract and its Appendices shall constitute the entire agreement between The Department and Vendor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

If the amount of this contract listed in Section 2 of the contract boilerplate, paragraph 2.3 is over \$25,000, the Vendor, by their signature, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this Contract, are not currently subject to either suspension or debarment from Procurement and Non- Procurement activities by the Federal Government.

**I. Federal Requirements**

6. The following Federal Mandates:
  - a. The Drug-Free Workplace Act of 1988.
  - b. The Americans with Disabilities Act (PL 101-336).
  - c. P.L. 103-227, Sections 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children Act of 1994.
  - d. Title IX of the Education Amendment of 1972 (45 CFR 86) which provides, in general, that no person shall on the basis of sex be excluded from program participation.

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**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is entered into this day of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”), by and between [Vendor Name] \_\_\_\_\_ (“**Business Associate**”), and the State of Delaware, Department of \_\_\_\_\_ [Agency/Division Name] (“**Covered Entity**”) (collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the “Agreement”) which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate (“CE Affiliate”) that involve the use or disclosure of either (a) Protected Health Information (“PHI”) that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the “HIPAA Rules”) issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as “HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), or health information relating to substance abuse and treatment (“Part 2 PHI”) protected under the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI and Part 2 PHI.

**WHEREAS**, Business Associate provides [professional services professional services] for Covered Entity pursuant to a contract dated \_\_\_\_\_, 201[ ] and such other engagements as shall be entered

**WHEREAS**, Business Associate, in the course of while providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

**WHEREAS**, Business Associate is also a Qualified Service Organization (“QSO”) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure Part 2 PHI;

**WHEREAS**, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity’s knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

**WHEREAS**, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate’s obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

**NOW, THEREFORE**, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.
2. **Obligations and Activities of Business Associate.** To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:
  - (a) **Use or Disclosure.** Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.

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- (b) **Specific Use of Disclosure.** Except as otherwise limited by this BAA, Business Associate may:
- (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;
  - (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
  - (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) **Minimum Necessary.** Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) **Safeguards.** Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
- (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
  - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
  - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) **Agents and Subcontractors.** Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.
- (f) **Reporting.** Within five (5) business days of discovery by Business Associate, Business Associate

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agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.

- (i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.
  - (ii) Specifically, with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.
  - (iii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.
- (g) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.
- (h) **Audits and Inspections.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.
- (i) **Accounting.** Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.
- (j) **Designated Record Set.** While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:
- (i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and
  - (ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.
- (k) **HITECH Compliance Dates.** Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.
- (l) **Part 2 QSO Compliance.**
- (i) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits Part 2 PHI, Business Associate

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acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

- (ii) Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that may prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.
- (iii) Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

**3. Obligations of Covered Entity.**

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 4
- (d) C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (e) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

**4. Term and Termination.**

- (a) **Term.** This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

**(b) Termination Upon Breach.**

- (i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if not severable, the Master Agreement.

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(c) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

(d) **Effect of Termination.**

(i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.

(ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.

(iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. **Miscellaneous.**

(a) **Regulatory References.** A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Amendment.** The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.

(c) **Method of Providing Notice.** Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.

(d) **Parties Bound.** This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

(e) **No Waiver.** No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

(f) **Effect on Master Agreement.** This BAA together with the Master Agreement constitutes the

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complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.

- (g) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.
- (h) **No Third-Party Rights.** Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.
- (i) **Applicable Law.** This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.
- (j) **Judicial and Administrative Proceedings.** In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.
- (k) **Transmitting Electronic PHI.** Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.

6. **IN WITNESS WHEREOF**, the Parties hereto have executed this BAA to be effective on the date set forth above.

Covered Entity

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

Business Associate

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

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**Appendix F – Professional Service Agreement**

**Contract No.** HSS-20-040

**Contract Title:** COMPREHENSIVE BEHAVIORAL HEALTH SUPPORTIVE HOUSING SERVICES

The Professional Service Agreement template can be found at the following link: [Professional Services Agreement](#).