REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
COMPREHENSIVE CARE COORDINATION PLATFORM
ISSUED BY DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH
CONTRACT NUMBER HSS-20-041

Contents:

I. Overview
II. Scope of Services
  A. Background/Program Description
  B. Purpose of RFP
  C. Description of Services
  D. Target Population
III. Required Information
IV. Professional Services RFP Administrative Information
V. Contract Terms and Conditions
VI. RFP Miscellaneous Information
VII. Attachments
Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS
Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS
  Technical Response Requirements
1 Project Overview
  1.1 Background and Purpose
    1.1.1 Platform Services
    1.1.2 Existing and Planned Infrastructure
    1.1.3 Care Coordination for Programs and Providers of Services
2 DHSS Program and System Overview
  2.1 DHSS
  2.2 The Division
  2.3 Support/Technical Environment
    2.3.1 Information Resource Management (IRM)
    2.3.2 Department of Technology and Information (DTI)
    2.3.3 Division Business Analyst Group
3 DHSS Responsibilities
  3.1 Staffing Roles
    3.1.1 Project Organization Chart

3.2 DHSS Staff Participation
3.3 Resource Availability
3.4 Change Control
3.5 Deliverable Review
3.6 Implementation
4 Contractor Responsibilities/Project Requirements
4.1 Staffing
4.1.1 On-Site Staffing Requirement
4.1.2 Project Director Requirement
4.1.3 Project Manager Requirement
4.1.4 Project Help Desk Staff Requirement
4.2 Project Management
4.3 Requirement to Comply With HIPAA Regulations and Standards
4.4 Security Requirements
4.4.1 Authorizations
4.4.2 Architecture Requirements
4.4.3 DHSS Hosting Requirements
4.4.3.1 Requirement to Comply with State Policies and Procedures
4.4.3.2 Standard Practices
4.4.3.3 Confidentiality and Data Integrity
4.4.3.4 Security Controls
4.4.3.5 Cyber Security Liability
4.4.3.6 Information Security
4.4.3.7 Mandatory Inclusions
4.4.3.7.1 Network Diagram
4.4.3.7.2 List of Software
4.4.3.7.3 3rd Party Authentication
4.4.3.7.4 Password Hashing
4.4.3.7.5 Data Encryption
4.4.3.7.6 Securing DHSS Data
4.4.4 Mandatory Inclusions for Cloud/Remote Hosting
4.4.4.1 Network Diagram
4.4.4.2 List of Software
4.4.5 Agreements
4.4.5.1 Delaware Cloud Services Terms and Conditions Agreement (CSA)
4.4.5.2 Delaware Data Usage Terms and Conditions Agreement (DUA)

4.4.5.3 Agreement Exceptions
4.4.6 Subcontractor Requirements
4.4.7 Standard Practices
4.4.8 DHSS-Specific Security Requirements
4.4.8.1 Encryption of Data at Rest
4.4.8.2 Encryption of Data in Transit
4.4.8.3 DHSS Data Rights
4.4.9 UAT and Training Environments
4.4.10 Masking of Production Data in Lower Environments
4.4.11 Offsite Project Work
4.4.12 Offshore Prohibitions
4.4.13 Other Technical Considerations
4.5 Reporting
4.6 Performance
4.7 Customizable COTS Solutions
4.8 Backup and Recovery
4.9 Disaster Recovery
4.10 Specific Project Tasks
4.11 Clinical Data
4.12 Administrative Data
4.13 Documentation
4.14 Risk Stratification and Registries
4.15 Secure Messaging
4.16 Care Coordination Alerts
4.17 SDOH Closed-Loop Referrals
4.18 Electronic Referrals
4.19 DHIN Integration
4.20 SAMHSA Data Collection and Reporting
4.21 Project Deliverables
4.21.1 Deliverable Review Process
4.21.2 Project Deliverables by Phase
4.21.2.1 Phase 1
4.21.2.2 Phase 2
4.21.2.3 Phase 3
4.21.2.4 Phase 4

4.21.2.5 Phase 5
B. Deliverable: Production System Acceptance
4.21.2.6 Phase 6
C. Deliverable: Conclusion of Warranty
4.22 Project Expectations
4.22.1 Site Requirements
D. DHSS Hosted Solutions
4.22.2 Environment Responsibilities
4.22.3 Unit Testing
4.22.4 System Integration Testing
4.22.5 User Acceptance Testing (UAT)
4.22.6 Production Implementation
4.22.7 Legacy Data Conversion
4.22.8 Training
4.22.8.1 System User
4.22.8.2 Technical
4.22.9 Maintenance and Operations (M&O)
E. Contractor Maintained Applications Hosted at the Biggs Data Center
F. Separation of Duties
4.22.10 Documentation
4.22.11 Escrow Agreements
4.22.12 Copyrighted/Proprietary Software Inclusion
4.22.13 Miscellaneous Requirements
5 Proposal Evaluation/Contractor Selection
5.1 Process
5.2 Proposal Evaluation and Scoring
5.2.1 Mandatory Requirements
5.2.2 Technical Proposal Scoring
5.2.3 Business Proposal Consideration
5.2.4 Contract Negotiation
6 Contractor Instructions
6.1 Submission Information
6.1.1 RFP and Final Contract
6.1.2 Proposal and Final Contract
6.1.3 Modifications to Proposals
6.1.4 Alternative Solutions

6.2 Technical Proposal Contents
6.2.1 Transmittal Letter (Section A)
6.2.2 Technical Proposal Required Forms (Section B)
6.2.3 Executive Summary (Section C)
6.2.4 Contract Management Plan (Section D)
G. High-Level Draft Baseline Project Plan (Section D.1)
6.2.5 Project Requirements (Section E)
6.2.6 Staff Qualifications and Experience (Section F)
6.2.7 Firm Past Performance and Qualifications (Section G)
6.2.8 Policy Memorandum Number 70 (Section H)
6.2.9 RFP Attachments (Section I)
6.3 Business Proposal Contents
6.3.1 Project Cost Information (Section A)
6.3.2 Software and Hardware Information (Section B)
6.3.3 Contractor Stability and Resources (Section C)
7 Terms and Conditions
7.1 Professional Services Agreement (PSA or Contract) Composition
7.2 Payment for Services Rendered
7.3 Contractor Personnel
7.4 Funding
7.5 Confidentiality
7.6 Contract Transition
7.7 Professional Services Agreement (PSA) Template
7.8 Contract Amendments
7.9 Miscellaneous Requirements
8 Exhibits
D. Key Position Resume
E. Project Cost Forms
E1. Project Costs by Deliverables & Milestones
F. Mandatory Submission Requirements Checklist
G. Crosswalk of RFP Section 4
H. Contractor Project Experience
I. Deliverable Acceptance Request (DAR)
J. Contractor Contact Information
AppendixC – Division of Substance Abuse & Mental Health (DSAMH) Policies

Appendix D – Business Proposal Requirements
Appendix D-1 Budget Workbook Instructions
Appendix D-2 Budget Workbook
Appendix D-3 – RFP Financial Survey
Appendix E – Divisional Requirements
HIPAA BUSINESS ASSOCIATE AGREEMENT
Appendix F – Professional Service Agreement
Appendix G Behavioral Services

I. Overview

The State of Delaware Department of Department of Health and Social Services (DHSS), Division of Substance Abuse and Mental Health (DSAMH), seeks professional services for a Comprehensive Care Coordination Platform .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: 06/24/2020
Deadline for Questions	Date: 07/15/2020
Response to Questions Posted by:	Date: 07/22/2020
Deadline for Receipt of Proposals	Date: 08/12/2020 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 08/30/2020

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 Bidder shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Bidders 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.

MANDATORY PREBID MEETING

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

II. Scope of Services

A. Background/Program Description

The primary goal of care coordination is to facilitate the appropriate, most efficient way to meet the needs of patients to ensure high-quality, high-value health care. To achieve this goal, patient needs, and preferences must be communicated in a timely fashion and to the right people in order to guide the delivery of safe and effective care. When care is poorly coordinated, patients who see multiple providers can face medication errors, hospital readmissions and avoidable emergency department visits.

The Care Coordination Platform (hereafter referred to as “the Platform”) is part of an overarching initiative to consolidate various systems and facilitate the delivery of care across multiple DHSS agencies caring for clients with behavioral health disorders. The Platform will help organizations identify, track and better assist clients by removing the barriers of care around social, economic, and behavioral determinants of health. The Platform will also connect with health and social service providers to address the social determinants of health and deliver more integrated care.

B. Purpose of RFP

The purpose of this RFP is to procure a Platform to connect patients with health and social services providers to address the social determinants of health and deliver more integrated care to promote health and recovery. This RFP includes input from all major Delaware stakeholders and leverages existing State technologies to advance the State’s goals. It also considers stakeholders’ abilities to effectively utilize a state-wide care coordination platform. The goals of the Platform are to:

- Facilitate the delivery of care across multiple agencies caring for clients with Behavioral Health disorders.
- Help the Department and organizations identify, track, and better assist clients by removing the barriers of care around social, economic, and behavioral determinants of health.

Appendix B describes the various features desired by the Department to accomplish the goals of this RFP.

C. Description of Services

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

D. Target Population

Sub-populations that will be prioritized to benefit from the Platform include individuals with behavioral health needs co-occurring with needs related to Substance Use Disorder (SUD) or Opioid Use Disorder (OUD); incarcerated and paroled citizens with behavioral health and/or SUD or OUD needs; and any of these priority sub-populations with unmet needs regarding social determinants of health such as housing, food, or transportation.

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 D.

F. Attachments and Appendices

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
  - 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 – Division of Substance Abuse & Mental Health (DSAMH) Policies
  - Appendix D – Business Proposal Requirements
  - Appendix D-1 – Budget Workbook Instructions
  - Appendix D-2 – Budget Workbook
  - Appendix D-3 – RFP Financial Survey
  - Appendix E – Divisional Requirements
  - Appendix F – Professional Services Agreement
  - Appendix G- Behavioral Sciences

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice
Public notice has been provided in accordance with 29 *Del. C*. §6981.

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

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

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

Dominique Puleio
1901 DuPont Highway
Springer Building
New Castle, DE 19720
DHSS_DSAMHCONTRACTS@DELAWARE.GOV

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

5. **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** at https://dhss.bonfirehub.com/. **Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted.**
2. **Acknowledgement of Understanding of Terms**

By submitting a bid, 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 through Bonfire at https://dhss.bonfirehub.com/ 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) 08/12/2020

PROPOSAL REQUIREMENTS

a. 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

b. 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.
- Notarizations are no longer required.

Need Help? Please contact Bonfire directly at 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 will not be accepted. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

4. Proposal Modifications

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

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

8. Proposal Opening

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

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 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 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).

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. RFP Question and Answer Process

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.)

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.

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 and 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.

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.

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
Minimum Mandatory Submission Requirements Failure to provide all appropriate information may deem the submitting Bidder as "non-responsive	Pass/Fail
Experience and Reputation: The qualifications and experience of the organization and persons to be assigned to the project. 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.	20

Criteria	Points / Weight
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.	
Expertise related to the Scope of Work and Technical Requirements in Attachment 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. 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.	20
Capacity to meet requirements: Ability for organization to serve individuals, including financial soundness, staff capacity and staff to resident ratio. 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.	15
Soundness of Approach: Response describes a model which provides details about evidence-based practices, simulation of the platform and effectiveness of the platform on an ongoing basis. 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.	20
Sustainability: Evidence is provided which supports long-term sustainability of the organization and platform proposed. Include potential income projections substantiated by prior project management of similar scope and content. Bidders must complete and attach Appendix D-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). 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.	10
Partnerships with other Bidders: Model includes community partnerships with one or more Bidders in a significant role within the platform.	5

Criteria	**Points / Weight**
Bidders who propose models which include community partnerships will receive up to 5 bonus points.	
Pricing: Bidder must accept pricing/costs cannot exceed the rates listed in the most current Delaware Adult Behavioral Health Service Certification and Reimbursement Manual[1]. 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.	10
Total:	***100***
Bonus points will be awarded based on the following: • 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. • Signed Memorandum of Understanding (MOU) with partner organization. • If a public-private partnership will be proposed, evidence of previous partnerships focused on care coordination and or wrap around supports and services for vulnerable populations.	5 5 5 Total: 15
Total	***115***
Bidders must circle Yes or No to the following questions and include the answers in their response.	
1. Does the Bidder have a Supplier Diversity plan currently in place?	**Yes / No**
2. Does the Bidder have any diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors?	**Yes / No**
3. Does the Bidder have a written inclusion policy in place? **If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.**	**Yes / No**

[1] 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.

Criteria	Points / Weight
Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.	

Bidders are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a 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

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 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 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

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.

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.

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;

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
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 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

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 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

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. Bidder Activity

No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of the Bidder. The Bidder 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. Bidder Responsibility

The State will enter into a contract with the successful Bidder(s). The successful Bidder(s) shall be responsible for all products and services as required by this RFP whether or not the Bidder or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Bidder'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

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.

z. Bidder Background Check Requirements

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

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

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract Bidders. Should an individual be identified and the Bidder(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 Bidder(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 Bidder 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 Bidder(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

aa. 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:
4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

bb. 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.

cc. 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.

dd. 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.

ee. Severability

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

ff. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Bidder 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.

gg. 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.

hh. Affirmation

The Bidder 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.

ii. Audit Access to Records

The Bidder 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.

jj. IRS 1075 Publication (If Applicable)

1. Performance

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

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

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

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

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

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

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

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

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

2. Criminal/Civil Sanctions

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

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of

this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

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

3. Inspection

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

kk. 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.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-20-041** 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
  - 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 – Division of Substance Abuse & Mental Health (DSAMH) Policies
- Appendix D – Business Proposal Requirements
- Appendix D-1 – Budget Workbook Instructions
- Appendix D-2 – Budget Workbook
- Appendix D-3 – RFP Financial Survey
- Appendix E – Divisional Requirements
- Appendix F – Professional Services Agreement
- Appendix G -Behavioral Services

[balance of page is intentionally left blank]

IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to 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 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Bidders who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful 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 2nd Tier report is shown as in Attachment 8.

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

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

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **HSS-20-041**

Contract Title: Comprehensive Care Coordination Platform

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-20-041
CONTRACT TITLE: Comprehensive Care Coordination Platform
DEADLINE TO RESPOND: August 12th 2020 at 11 a.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.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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

Attachment 3

Contract No. **HSS-20-041**
Contract Title: Comprehensive Care Coordination Platform

EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the Bidder is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Bidder acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	**Exceptions to Specifications, terms or conditions**	**Proposed Alternative**

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

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

Attachment 4

Contract No. **HSS-20-041**
Contract Title: Comprehensive Care Coordination Platform

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Bidder acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

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

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

Attachment 5

Contract No. **HSS-20-041**
Contract Title: Comprehensive Care Coordination Platform

BUSINESS REFERENCES

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

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

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

1.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Bidder (YES or NO):	
Years Associated & Type of Work Performed:	

2.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Bidder (YES or NO):	
Years Associated & Type of Work Performed:	

3.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Bidder (YES or NO):	
Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. **HSS-20-041**	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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

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

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT
SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title: _____

See Below for Transaction Detail

E-mail report to **vendorusage@state.de.us** no later than the 15th of each month for prior calendar month usage

Check here if there were no transactions for the reporting period ☐

Supplier Name: _____
Contact Name: _____
Contact Phone:

State Contract Item Sales $ -
Non-State Contract Item Sales $ -
Total Sales $ -

Report Start Date: _____
Report End Date: _____
Today's Date:

Customer Group	Customer Department, School District, or OTHER - Municipaltiy / Non-Profit	Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)	Item Description	Awarded Contract Item YES/NO	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend (Qty x Contract Proposal Price/Rate)

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Bidder. The report shall be submitted electronically in **EXCEL** and sent as an attachment to Bidderusage@delaware.gov. It shall contain the six-digit department and organization code for each agency and school district.

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

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

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

Attachment 9

Contract No. HSS-20-041
Contract Title: Comprehensive Care Coordination Platform
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 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.

Attachment 10

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

Supplier Diversity Applications can be found here:
https://gss.omb.delaware.gov/osd/

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

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:
http://directory.osd.gss.omb.delaware.gov/self-registration.shtml

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: https://gss.omb.delaware.gov/osd/

Dover address for the Division of Small Business

Local applicants may drop off applications here:
Division of Small Business
99 Kings Highway
Dover, DE 19901
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.

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each Bidder solicitation response must contain at a minimum the following information, as outlined below. Bidders 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). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.

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.

Vendors shall submit proposals to following :

1. Proposals shall be submitted online at https://dhss.bonfirehub.com/

[balance of page is intentionally left blank]

Technical Response Requirements

DSAMH will enter into one contract to procure a care coordination platform but will entertain a collaborative proposal from multiple bidders with one lead bidder. Bidders' responses to the questions below must describe how it will assist State agencies, providers, and community resource organizations through use of proposed care coordination solutions. Bidders will ensure that all proposed solutions will be consistent with the Delaware Department of Technology & Information's standards and policies and any additional policies found in Appendix C, other applicable regulations, standards, procedures, and best practices.

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.
These criteria include questions which ascertain the qualifications and experience of the organization and persons to be assigned to the project. References should be included on the forms found in Attachment 5.

1. Identify by location and describe the Bidder's qualifications and experience providing care coordination technologies in line with those set forth by the Scope of Work outlined in this Appendix B.
2. Provide two staffing organizational 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)
3. 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.
4. 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/client abuse/neglect (must comply with 29 Del. C. Section 708 and 11 Del. C. Section 8564) must be described.
5. 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.
6. Note: The Department reserves the right to amend any contracts resulting from this RFP to require specific staff training.
7. Describe staff qualifications and experience working with individuals with serious mental illness, substance use disorders, and social determinants of health needs in the applicable care coordination platform in Bidder's design.
8. Describe Bidder's experience in designing and implementing care coordination platforms to support individuals with serious mental illness, substance use disorders, and social determinants of health included in Bidder's design.

9. Describe Bidder's experience and strategies for assisting clients engaged in caring for individuals with serious mental illness, substance use disorders, and social determinants of health needs. Provide any measurable outcomes experienced with similar populations and include the elements in your program design that have contributed to positive outcome results.
10. Describe the Bidder's experience with any past or current partnerships proposed with other providers or agencies likely to utilize the proposed Platform.
11. Please include business references which can attest to the experience

B. Expertise

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 care coordination technologies for individuals with serious mental illness, substance use disorders, and social determinants of health needs in line with those set forth by Scope(s) of Work 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 design care coordination technologies described in the Scope of Work outlined in this Appendix. As part of this approach include information about:
    a. How Bidder will utilize data acquisition and analysis to ensure sufficient client history and insight for effective care coordination to ensure positive outcomes;
    b. Describe the care coordination goals enabled by your technology including details about the proposed evidence-based practices, published source (e.g., AHRQ, SAMHSA, etc.), and identified priority populations;
    c. Bidder's care coordination processes for coordination of physical and behavioral health services including connections to providers with a goal of establishing long-term relationships with those providers; include any current contracts and/or partnerships with behavioral health care or substance abuse treatment providers;
    d. Bidder's care coordination processes for ensuring individuals will be assessed for SDOH needs, and how your technologies inform how providers can incorporate these needs into a care plan;
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.
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 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 technology components or capabilities Bidder already provides and detail any necessary modifications, planned changes to increase or decrease capacity, and any partnerships Bidder plans to utilize to meet the requirements of this RFP;
b. specify timeframes for adding new capacity, if required;
c. specify timeframes for establishing a testing platform, hiring staff, training staff, and the availability of the production platform.

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

8			
9			
10			

D. Soundness of Approach

This criterion includes questions which evaluate the proposed technology and determines whether the functionality of the proposed solution is in alignment with the standards desired by DSAMH and this RFP.

1. Please provide a description of your platform model including details about the proposed evidence-based practices to support effective care coordination. The Bidder should demonstrate a mechanism for ensuring fidelity to the specific evidence-based practice models employed.
2. Please describe a simulation of your platform 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 platform on an ongoing basis.
4. Please highlight innovations with your platform and explain how they will help connect individuals with services in the full continuum of care.
5. 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.

F. Sustainability

This criterion examines the evidence provided which describes how the Bidder will support long-term sustainability of the organization and platform 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 C and attached letters of support.

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

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 platform. Responses should be limited to three (**3)** pages 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 will be a single-contract award.

H. Pricing

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

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

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

STATE OF DELAWARE

DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

Technical Requirements Appendix B

REQUEST FOR PROPOSAL NO. HSS-*20-041*

FOR

Comprehensive Care Coordination Platform

Approved Business Case Number: **BC0001674**

1 Project Overview

1.1 Background and Purpose

The State of Delaware (State), Department of Health and Social Services (Department or DHSS) wishes to sign a contract for professional services with a primary contractor (Contractor) for a technology platform that supports a robust care coordination model (Platform).

The purpose of the Platform is to enhance care coordination to and connect patients with health and social services providers to address social determinants of health (SDOH) needs and deliver more integrated care to promote health and recovery. This RFP includes input from all major Delaware stakeholders and leverages existing State technologies to advance the State's goals. It also considers stakeholders' abilities to effectively utilize a state-wide care coordination platform. The goals of the Platform are to:

- Facilitate the delivery of care across multiple agencies providing services and treatment to caring for clients with Behavioral Health conditions disorders.
- Help the Department and organizations identify, track, and better assist clients by removing the barriers of care to around social, economic, and behavioral determinants of health.

Sub-populations that will be prioritized to benefit from the Platform include individuals with mental health conditions behavioral health needs co-occurring with needs related to Substance Use Disorder (SUD) or Opioid Use Disorder (OUD) or other Substance Use Disorders (SUD); incarcerated and paroled citizens with mental health behavioral health and/or SUD or OUD needs; and any of these priority sub-populations with unmet needs regarding SDOH such as housing, food, or transportation.

1.1.1 Platform Services

Bidders will provide solutions that promote care coordination across relevant State agencies, providers, and treatment settings to share the following services:

- *Reporting capabilities* to enable robust analysis, risk stratification, population health analysis, and develop best practices to share with stakeholders designed to promote continuous improvement in quality of care and reduce unnecessary utilization.
- *Clinical data*, such as problems, diagnoses, medications, and results, in real-time where possible.
- *Administrative data*, such as unique identifiers, payer source, demographics, encounter and utilization data, and Admit Discharge and Transfer (ADT) data, in real-time where possible.
- *Documentation* about clients, such as advance directives, discharge plans, guardianship, and power of attorney (POA).

- *Risk stratification and registries*, to identify clients with unmet needs and prioritize those with complex problems, including those who would benefit from access to services.
- *Secure messaging* among agencies, providers, and stakeholders to facilitate coordinated care.
- *Care coordination alerts* to caregivers and stakeholders regarding patient encounters and other customizable rule-based events.
- *Closed-loop SDOH referrals*, including availability, referral, and provision of community-based services.
- *Electronic referrals, including integration with the Delaware Treatment and Referral Network (DTRN)*, a comprehensive referral network to help manage transitions of care for behavioral health and substance abuse treatment.
- *Integration with the Delaware Health Information Network (DHIN)* to receive timely clinical and administrative information about clients and their encounters with healthcare providers.
- *SAMHSA data collection and reporting*, to receive data from providers, aggregate it, and enable the Department to submit validated data to the Substance Abuse and Mental Health Services Administration (SAMHSA) for various mandatory data submission programs.

Bidders are encouraged to propose additional services that enhance the required Platform services or that help meet other challenges related to effective care coordination.

1.1.2 Existing and Planned Infrastructure

Delaware has multiple existing technologies and platforms that will be integral to providing real-time, statewide care coordination for the identified priority populations. Bidders will provide solutions that leverage or enhances the following technologies:

System	Description
Delaware Treatment and Electronic Referral Network (DTRN)	DTRN is an automated, statewide, comprehensive referral network to help manage transitions of care for behavioral health and substance abuse treatment. DTRN automates the current referral process using a web-based application that securely connects Delawareans to available Behavioral Health care. The Network quickly locates the most appropriate and available level of care and sends an electronic referral to a provider.
Delaware Health Information Network (DHIN)	DHIN is a voluntary, statewide, bi-directional health information exchange (HIE) authorized by *16 Del.C. §§ 9925 and 9926* that provides various services, including a community health record, to providers, payers, and state agencies, including DSAMH.
Delaware Prescription Monitoring Program (PMP)	The PMP is a system that collects information on all controlled substance (schedules II-V) prescriptions. Using the PMP website, Delaware-licensed pharmacies and prescribers who dispense controlled substances report prescription data to the PMP daily. Prescribers and dispensers registered with the PMP

	can obtain immediate access to an online report of their current or prospective patient's controlled substance prescription history.
Delaware Health Care Claims Database (HCCD)	HCCD is a database powered by DHIN that collects healthcare claims, enrollment, and provider data from Medicare, Medicaid, and the seven largest commercial health insurers in the State of Delaware. HCCD is the single largest repository of claims data in Delaware.
Delaware Criminal Justice Information System (DELJIS)	DELJIS operates integrated infrastructure to support the criminal justice community and includes critical information about inmates with behavioral health, SUD and related disorders. DELJIS maintains information that is vital to behavioral health and treatment providers.
Law Enforcement Investigative Support System (LEISS)	LEISS collects law enforcement incident data necessary to generate incident reports in the field and submission of data to DELJIS.

1.1.3 Care Coordination for Programs and Providers of Services

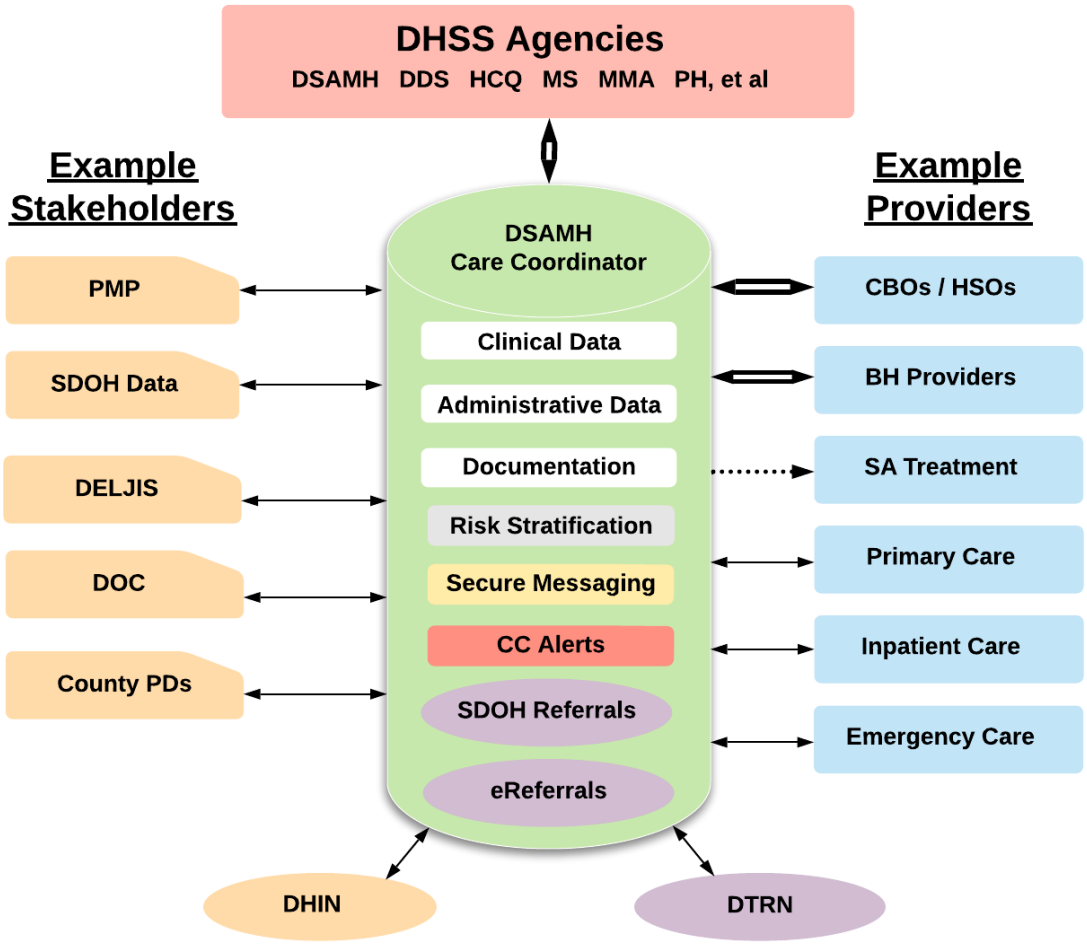
Numerous Delaware programs and providers will benefit from a statewide care coordination program to support citizens with behavioral health and related needs. Bidders will propose solutions that support the following priority DSAMH-sponsored programs or provider organizations to enable effective care coordination. A comprehensive list of programs can be found in Appendix G.

Program / Provider	Description
Acute Care Providers	Hospital emergency departments, inpatient withdrawal management units, and psychiatric units are typically supported by sophisticated case management platforms that sometimes lack depth of information outside the health system.
Assertive Community Treatment (ACT)	Key components of ACT programs include psychiatric and medical care, substance abuse disorder treatment, 24/7 crisis management, daily living assistance, help in obtaining and keeping housing, community integration, family support, psychoeducational services, and help with job placement and employment.
Behavioral Health Providers	Behavioral health providers will be primary beneficiaries of a care coordination platform, including providers of outpatient counseling, short-term treatment, medication assisted treatment (MAT), and ambulatory detoxification services.

Bridge Intervention Services Program	Bridge provides case management services to Temporary Assistance for Needy Families (TANF) recipients who have substance abuse problems. Through this program, Brandywine Counseling performs an array of services, including obtaining authorization for assessment and treatment from the managed care companies; arranging for the completion of the assessment and, if necessary, treatment after authorization has been obtained; and conducting a case management needs assessment to determine what other types of services a client requires to obtain self-sufficiency and helping them with those needs.
Community Reintegrated Support Program (CRISP)	CRISP serves people who have severe and persistent mental illness (SPMI). These individuals may have also experienced repeated arrests for low level crimes, repeated trips to local emergency departments for mental health/medical issues due to a lack of engagement in treatment, are a potential danger to themselves or others due to violent or erratic behavior, and/or their mental health symptoms are disabling to the point that the individual is unable to care for themselves without intensive support and encouragement.
Criminal Justice Agencies	Numerous state and county departments of justice, corrections, and agencies of law enforcement are intimately involved with citizens who have behavioral health and substance abuse issues and are in need of social support. They operate mental health courts diversion programs that require participation in treatment. County and municipal police departments have programs to address citizens with behavioral health and substance abuse problems who would also benefit from better connections to care. The Bureau of Correctional Health Care Services (BCHS) also provides behavioral health programs for inmates.
Crisis Interface with Criminal Justice System	Crisis staff work in conjunction with every police department throughout the state assisting in the evaluation of persons picked up on criminal charges who may require mental health evaluations and who may be appropriate for the State's Mental Health Courts.
Crisis Intervention Services	The Division offers a continuum of Crisis Intervention Services located throughout the State in Crisis Intervention Service Centers, Community Mental Health Centers, the Recovery Response Center, Emergency Rooms and through Mobile Crisis Response teams. Crisis Intervention Service (CIS) staff are available 24 hours a day to assist people, 18 years and older, with severe personal, family or marital problems. The goal of CIS is the prevention of unnecessary or inappropriate hospitalizations of a person experiencing severe symptoms of a mental illness or substance related problem. CIS staff provide services in the community to assess the consumer's environment, support systems and current level of functioning

	to gain a clear understanding of type of treatment and support services that will be needed.
Delaware Psychiatric Center (DPC)	DPC provides integrated services to adults with severe and persistent mental illness.
Detox or Withdrawal Management Center	Harrington Withdrawal Management Center operates 24/7 and provides recovery support services and crisis stabilization services to divert people from inpatient hospitalization.
Promoting Optimal Mental Health for Individuals through Supports and Empowerment (PROMISE)	The PROMISE program targets individuals with behavioral health needs and functional limitations with an array of home and community-based services (HCBS). The aim of PROMISE is to improve clinical and recovery outcomes and reduce unnecessary institutional care through better care coordination.
Substance Use Treatment and Recovery Transformation (START) Initiative	START was created to increase access to care and treatment for individuals living with OUD and other SUD by fostering a system-wide, improvement-based framework that measures client outcomes. Through the START Initiative, DSAMH seeks to transform the full continuum of care for SUDs, including engaging hospitals and primary care providers (PCPs) who play a key role in improving acute response; initiating medication-assisted treatment (MAT) to manage withdrawal; and rapidly engaging individuals in treatment.
Treatment Access Center (TASC)	TASC is the primary liaison between the Division of Substance Abuse and Mental Health and the criminal justice system, assessing, referring to treatment, and providing case management services to offenders as they move through both the criminal justice and treatment systems.

The conceptual diagram below illustrates the Platform's central role in coordinating the services of various DHSS agencies, stakeholders, and providers of services that will support the priority populations.



Bidders are encouraged to propose solutions that meet the overall goals depicted by this diagram and have flexibility to acquire additional sources of data using industry standards for securely transmitting and managing electronic protected health information (ePHI). The Platform will be hosted by the vendor and will be subject to robust federal, state, and department compliance requirements. Bidders should propose solutions that are both desktop and mobile-friendly where practical.

Activity	Schedule
Public Notice	06/16/2020
Mandatory Bidder's Meeting	+ 2 weeks
Deadline for Questions	+ 1 week
Response to Questions Post By:	+ 2 weeks
Deadline for Receipt of Proposals	+ 4 weeks
Scoring of Proposals	+ 2 weeks

Selected Vendors' Demonstrations	**+ 1 week**
Estimated Notification of Award	**+ 1 week**
Contract Negotiations	**+ 4 weeks**
Contract Signature/Project Start	**+ 2 weeks**

2 DHSS Program and System Overview

2.1 DHSS

The mission of DHSS is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. DHSS is comprised of eleven divisions as follows:

- Division of Substance Abuse and Mental Health
- Division of Child Support Services
- Division of Health Care Quality
- Division of Management Services
- Division of Developmental Disabilities Services
- Division of Public Health
- Division of Services for Aging and Adults with Physical Disabilities
- Division of Social Services
- Division of Medicaid and Medical Assistance
- Division of State Service Centers
- Division for the Visually Impaired

2.2 The Division

The Delaware Division of Substance Abuse and Mental Health (DSAMH) is located in the Department of Health and Social Services (DHSS). DSAMH serves the adult (age 18 and older) population in need of publicly funded behavioral health services. DSAMH is organized into three operating units. These are the Delaware Psychiatric Center (DPC) and a variety of community-based Mental Health and Substance Abuse Treatment Programs.

2.3 Support/Technical Environment

The three groups responsible for the development and operation of the automated systems that support the Division are described below. These three groups will be responsible for review and approval of all project deliverables, invoices and milestone payments. IRM will serve as the liaison with DTI (see below). The selected contractor will coordinate efforts for this project with the Project Director, other project contractors, State of Delaware participants, and stakeholders.

2.3.1 Information Resource Management (IRM)

The Project Director will oversee the project budget in coordination with the Department of Technology and Information (DTI), State Office of Management and Budget (OMB), and the division. The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and management of automated systems software, contractors and development projects. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications, Security, and Help Desk support group all who participate in all phases of the project lifecycle as appropriate.

IRM will appoint a Project Director with broad oversight authority for all project activities. A Technical Manager will be appointed and report to the Project Director for project-

related activities. The Contractor on this project will report to the Project Director. The Project Director will report to the Director of Information Resource Management and have a dotted line to DTI's Director of Major Projects.

2.3.2 Department of Technology and Information (DTI)

DTI is a separate cabinet level agency responsible for running the majority of other State agencies' computer operations, the wide area data network, and setting and enforcing Statewide IT policy and standards. DTI as a separate State agency does not fall under the authority of DHSS. However, the Project Director has a dotted line to DTI's Director of Major Projects and is required to work with DTI groups throughout all phases of the project lifecycle, review project deliverables, and oversee the project budget. DTI is responsible for supplying Wide Area Network (WAN) systems support to DHSS as well as other State agencies. DTI also provides State agencies with technical consultant services.

2.3.3 Division Business Analyst Group

This group serves as the division liaison between IRM and Contractor technical staff with program staff. They typically translate business needs into IT requirements and vice versa. This is a critical function that ensures that division business requirements are properly communicated to technical staff and that division program staff understand IT policies and standards as they relate to the project. This group works closely with IRM and Contractor staff on all technical aspects of the project to ensure close communication with program staff on all phases of the project life cycle including RFP, business case process, contractor negotiations, deliverable review and signoff, through testing, implementation, and post-implementation support. For this project, a Functional Manager will be appointed. This position will report to the Project Director for project-related activities

3 DHSS Responsibilities

The following are DHSS responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, available resources, and system testing and implementation (if applicable). DHSS staff expectations for this initiative beyond what is stated here must be clearly spelled out by the Contractor.

3.1 Resource Availability

IRM applications, telecommunications and Help Desk staff are on site from 8:00 AM to 4:30 PM on State business days. The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential State resource, any reported problems have a very high priority and are dealt with immediately. Biggs Data Center power is conditioned, and outside supply fluctuations can trigger a switch to automatic local power generation capability. DHSS has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Remote connectivity through SSL-VPN is available for offsite work for contracted staff that must access, update or maintain servers and/or applications in the DMZ. Please refer to Exhibit C for more information on the DHSS IT environment.

3.2 Change Control

Scope control is critical to the success of any IT project. If the project is to remain on time and within budget, scope must be tightly managed. In this vein, the project will establish a Change Control Board (CCB) to review all changes requested beyond the scope established in the contract. This entity will be made of representatives from DHSS (Business and IRM) and the project contractor(s) to review Change Requests (CRs) and vet them as to whether they are critical for inclusion in the implemented solution. Non-critical requests will be prioritized for consideration in the M&O phase. CRs may be swapped for CRs of similar level of effort in order to contain scope. At a certain point, however, design must be locked down at which point no other CRs will be considered for inclusion at implementation. This design lock down date must be documented in the baselined project plan deliverable. The change control process will be documented in the Communications Plan deliverable.

3.3 Deliverable Review

It is the responsibility of DHSS to perform deliverable review including User Acceptance Testing on all functional aspects of the project. DTI may participate in the review process for certain deliverables. It is the responsibility of DHSS to review all project deliverables in the agreed upon timeframe. DHSS will notify the Contractor of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal DHSS approval. Likewise, production implementation of each module is contingent upon formal DHSS approval.

3.4 Implementation

Production implementation is normally an IRM responsibility. Depending on the solution selected, IRM may require participation of contractor staff. DHSS will be primarily responsible for post implementation administration if the system resides at the Biggs Data Center. If a hosted solution is selected, the Contractor has primary administration responsibilities.

4 Contractor Responsibilities/Project Requirements

The following are contractor responsibilities and project requirements under this RFP. Please note that specific roles, responsibilities and expectations for DHSS staff under this initiative should be delineated in Section 3.

The contractor is expected to provide most of the expertise and provide for the full range of services during the project. Contractors must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this RFP.

Contractors must have demonstrated experience and depth in the following areas:

- ***Successful implementation of the proposed solution in two or more sites similar to the solution being proposed for DHSS.***
- ***Include bullet points addressing these requirements***

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.

These criteria include questions which ascertain the qualifications and experience of the organization and persons to be assigned to the project. References should be included on the forms found in Attachment 5.

12. Identify by location and describe the Bidder's qualifications and experience providing care coordination technologies in line with those set forth by the Scope of Work outlined in this Appendix.
13. Provide two staffing organizational 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)
14. 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.
15. 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/client abuse/neglect (must comply with 29 Del. C. Section 708 and 11 Del. C. Section 8564) must be described.

16. 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.
    Note: The Department reserves the right to amend any contracts resulting from this RFP to require specific staff training.
17. Describe staff qualifications and experience working with individuals with serious mental illness, substance use disorders, and SDOH needs in the applicable care coordination platform in Bidder's design.
18. Describe Bidder's experience in designing and implementing care coordination platforms to support individuals with serious mental illness, substance use disorders, and SDOH included in Bidder's design.
19. Describe Bidder's experience and strategies for assisting clients engaged in caring for individuals with serious mental illness, substance use disorders, and SDOH needs. Provide any measurable outcomes experienced with similar populations and include the elements in your program design that have contributed to positive outcome results.
20. Describe the Bidder's experience with any past or current partnerships proposed with other providers or agencies likely to utilize the proposed Platform.
21. Please include business references which can attest to the experience

B. Expertise

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:

5. Describe any challenges Bidder has experienced providing care coordination technologies for individuals with serious mental illness, substance use disorders, and SDOH needs in line with those set forth by Scope(s) of Work 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.

6. Provide Bidder's comprehensive approach and staff qualifications to design care coordination technologies described in the Scope of Work outlined in this Appendix. As part of this approach include information about:

    a. How Bidder will utilize data acquisition and analysis to ensure sufficient client history and insight for effective care coordination to ensure positive outcomes;

    b. Describe the care coordination goals enabled by your technology including details about the proposed evidence-based practices, published source (e.g., AHRQ, SAMHSA, etc.), and identified priority populations;

c. Bidder's care coordination processes for coordination of physical and behavioral health services including connections to providers with a goal of establishing long-term relationships with those providers; include any current contracts and/or partnerships with behavioral health care or substance abuse treatment providers;

d. Bidder's care coordination processes for ensuring individuals will be assessed for SDOH needs, and how your technologies inform how providers can incorporate these needs into a care plan;

7. 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.

8. 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.

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.

This experience is critical in ensuring project success in terms of the future direction of the Division's information technology development, as well as maintaining an open partnership with project partners.

4.1 Staffing

Contractor will propose and supply resumes for the following key positions including:

- Project Director
- Project Manager
- Business Analysts
- Senior Developers
- Technical Analysts (i.e. DBA, SE, etc.)
- Documentation Specialists

The resumes will be for specific named individuals and will be in the format specified in Exhibit D. Other positions may be proposed at the contractor's

discretion. One person may be proposed to fill more than one role. The contractor project manager and other key staff like the Business Analyst(s) will be required to be on site in New Castle, Delaware, during the entire project phase.

4.1.1 Project Director Requirement

The Contractor Project Director is the individual who has direct authority over the Contractor Project Manager and will be the responsible party if issues arise that cannot be resolved with the Contractor Project Manager. The Contractor Project Director does not need to be on-site except for designated meetings or as requested. It is critical that a named Contractor Project Director with appropriate experience be proposed.

4.1.2 Project Manager Requirement

The contractor project manager is normally on-site and manages the project from the contractor perspective and is the chief liaison for the DHSS Project Director. The Project Manager has authority to make the day-to-day project decisions from the contractor firm perspective. This contractor project manager is expected to host meetings with Division Subject Matter Experts (SME) to review Division business organization and functions along with the organization, functions and data of existing information systems relevant to this project. The contractor project manager is expected to host other important meetings and to assign contractor staff to those meetings as appropriate and provide an agenda for each meeting. Weekly on-site status meetings are required, as are monthly milestone meetings. Meeting minutes will be recorded by the contractor and distributed by noon the day prior to the next meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. In their proposals, Contractors must include a confirmation that their project manager will schedule status review meetings as described above. It is critical that a named Contractor Project Manager with prior project management experience be proposed.

In their proposals, Contractors must include a confirmation that their Project Manager will schedule status review meetings as required above and that their Project Manager will provide written minutes of these meetings to the DHSS Project Director by noon the business day prior to the next meeting.

4.1.3 Project Help Desk Staff Requirement

Contractor Help Desk expertise is critical to the success of the system. Staff proposed for this function do not need to be dedicated exclusively to this role. They may serve a primary role in addition to providing Help Desk coverage. Secondary Help Desk support must be identified in the resume of the staff member primarily bid for another function. Contractor must supply at least a primary and a backup Help Desk function during the UAT, production Implementation and the warranty timeframe. These staff will provide second-level support during DHSS business hours to callers with system issues. The DHSS Help Desk will provide first-level support. This generally includes resolution of issues such as network connectivity, application log in problems and general PC advice. The contractor will provide second level support. This will be more

system-specific and require application expertise. Specific system issues may be referred to third-level divisional support for SME expertise.

4.2 Project Management

The contractor must be the prime contractor to develop all the deliverables required by this RFP. The prime contractor will be directly responsible for all project work and performance of any subsidiary, subcontractor or by any other third party. The prime contractor will ensure that all ancillary contractors understand and are responsible for the requirements of this project. If the prime contractor will be utilizing the services of an ancillary contractor under this project, please give an example of language to be used in the sub-contractual agreement to satisfy this requirement.

The contractor must recommend a core team to work with DHSS over the course of the project and must identify other resources needed. A high level draft baseline project plan must be created and included as part of this proposal.

For custom development, the contractor is expected to employ a rapid application design methodology to speed customization/development. An iterative model of testing is required which will require early prototypes and subsequent demonstrations of working modules to ensure that the product meets user specifications in terms of user interface and functionality. It will be the contractor's responsibility to provide complete and accurate documentation for all entities in the system. The contractor is expected to release prototypes/drafts of project deliverables and components for early DHSS consideration and comment in order to expedite the final review process.

4.3 Requirement to Comply With HIPAA Regulations and Standards

The selected Contractor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164 along with the updated ARRA and HITECH act provisions, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration. The proposed solution must meet these cited requirements

HIPAA requirements also apply to entities with which DHSS data is shared. If this data is covered by HIPAA, then a Business Associate Agreement (BAA) must be signed by both parties to ensure that this data is adequately secured according to State policies and standards (See Section 4.4 for more information on this requirement). This agreement/contract must be in force prior to testing or production implementation of this data exchange.

In the proposal, contractor will explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.

4.4 Security Requirements

4.4.1 Authorizations

All Contractor staff working on this project will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a Contractor staff member be replaced if their CBC result is unsatisfactory. See Exhibit K for instructions on this process.

Contractor staff will be required to fill out DTI's Acceptable Use Policy, Biggs Data Center User Authorization Form, and the Biggs Data Center Non-Disclosure Agreement for necessary authorizations before starting work under the contract. Staff working at a secured DHSS site will be issued a security access card by DHSS.

4.4.2 Architecture Requirements

Securing and protecting data is critical to DHSS. This protection is required for data whether hosted **onsite or offsite**. As such it is required that the Contractor include in the response to this section proposed architectural diagram(s) in Visio format demonstrating how DHSS data is being secured.

The diagram must include any interfaces between the solution and other solutions. The diagram needs to be clearly documented (ports, protocols, direction of communication). It does not need to contain the inner workings of the solution or proprietary information.

Technical documentation will be required to be produced as part of the contract negotiations process. These will be submitted to DHSS for attachment to a DTI business case. The business case must be in "Recommended" status prior to contract signature or have a clear indication that the contract can be signed subject to conditions listed in the business case. The project business case is a DHSS responsibility. Technical documentation includes a final architecture diagram for each system environment (Prod, UAT, etc.), non-proprietary data dictionary and a high level process flow diagram. This documentation shall be produced at no cost to DHSS prior to contract signature.

Architecture changes can be highly risky if not planned and tested correctly and therefore must go through the change control process. The architecture diagram may have to be updated along with other documents for prior approval. Architecture changes must be staged in lower environments.at least at the SIT level for integration testing. Formal UAT approval is required for scheduling production implementation.

4.4.3 DHSS Hosting Requirements

This section is only applicable if the solution is being hosted within the State network.

4.4.3.1 Requirement to Comply with State Policies and Procedures

The proposed solution must be fully compatible with the DHSS technical environment. Proposed solutions that are not fully compliant with State standards may be disallowed.

The Information Technology Publications web page (The link to this document is in Exhibit C.) has links to DHSS and DTI policies and standards and other documentation. See the "Supportive Documentation for Bidding on Proposals" section.

- Please review the MCI and IAS documents referenced on this page. MCI is the Master Client Index which is required for all systems identifying DHSS clients. IAS is the Integrated Authorization System which is a DHSS mechanism for tracking authorized systems users. Contractors will comply specifically with these requirements.

The DTI Systems Architecture Standard contains information confidential to the State and is not published on the internet. However, DTI has set up an email address which will automatically send a response with this document attached. The email address is sysarch@lists.delaware.gov

The application will have at least 3 tiers with the tiers configured and secured as in the sample diagram included in the DHSS Information Technology Environment Standards. Please see State of Delaware Systems Architecture Standard (The link to this document is in Exhibit C.) and DHSS Information Technology Environment Standards (The link to this document is in Exhibit C.) for more information.

All components of the proposed solution, including third party software and hardware, are required to adhere to the policies and standards described above, as modified from time to time during the term of the contract resulting from this RFP, including any links or documents found at the above referenced web sites.

4.4.3.2 Standard Practices

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to DHSS. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to DHSS are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI). The link to the Enterprise Standards and Policies is in Exhibit C. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

4.4.3.3 Confidentiality and Data Integrity

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those

data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of this data shall be retained by the State of Delaware and the Department of Technology and Information.

4.4.3.4 Security Controls

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Contractor is guaranteeing that any system~~s~~ or software meets or exceeds Critical Security Controls. The link to this document is in Exhibit C.

4.4.3.5 Cyber Security Liability

It shall be the duty of the Contractor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Contractor's agreement shall not limit or modify liability for information security breaches, and Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Contractor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Contractor.

4.4.3.6 Information Security

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal. Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

4.4.3.7 Mandatory Inclusions

4.4.3.7.1 Network Diagram

The Contractor must include a network diagram of the user's interaction with the solution and any interfaces between the solution and DHSS must be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.

4.4.3.7.2 List of Software

The contractor must include a list of software (operating system, web servers, databases, etc.) that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The contractor will include a list of browsers

and versions that are officially supported for web applications. Please use the following format:

Product Name	Version	Contractor Name	Required for Development?	Required for M&O?

4.4.3.7.3 3rd Party Authentication

The contractor must include a list of any 3rd party authentication solutions or protocols that they support.

4.4.3.7.4 Password Hashing

The contractor must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.

4.4.3.7.5 Data Encryption

The contractor must describe the solution's ability to encrypt non-public State data in transit and at rest. Include encryption algorithm(s) and the approach to key management.

4.4.3.7.6 Securing DHSS Data

The contractor must describe how DHSS data will be protected and secured.

4.4.4 Mandatory Inclusions for Cloud/Remote Hosting

This section is only applicable if the solution is not being hosted within the State network.

4.4.4.1 Network Diagram

The Contractor must include a network diagram of the user's interaction with the solution and any interfaces between the solution and the State needs to be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.

4.4.4.2 List of Software

The contractor must include a list of software (operating system, web servers, databases, etc.) that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The contractor will include a list of browsers and versions that are officially supported for web applications. The software list will be formatted as follows:

Product Name	Version	Contractor Name	Required for Development?	Required for M&O?

4.4.5 Agreements

DTI publishes two templates for remote hosting/cloud systems and accessing/storing State data outside of the State network. These agreements have columns identifying which provisions are mandatory depending on whether the data is Public or Non-Public.

The data classification for this procurement is **Non-Public**.

The mandatory clauses are identified by the checkmark in the appropriate Public/Non-Public column in each Agreement. Contractor is instructed to review the two agreements and sign and scan as applicable and include with your response.

4.4.5.1 Delaware Cloud Services Terms and Conditions Agreement (CSA)

Services hosted within the State network do not require this agreement.

The CSA is for utilizing offsite or cloud facilities and services in provision of activities for the State. It covers Anything as a Service (XaaS). The link to this agreement is in Exhibit C. There are very specific instructions above the Cloud Service (CS) Terms column on each page of the CSA regarding which combination of provisions are mandatory for Non-Public data. Please review the instructions carefully.

4.4.5.2 Delaware Data Usage Terms and Conditions Agreement (DUA)

The DUA covers proper treatment of State data that is accessible/stored by the Contractor outside of the State network.

In the DUA, requirement DU7 specifies that non-public data (personally identifiable information/confidential information) must be encrypted at rest. If the Contractor is proposing a solution that will comply with this requirement, please include the following statement in your response to this section:

- "[Contractor Name] is proposing a solution encrypting non-public data at rest."

In section 4.4.8.1 of this RFP, Contractor must specifically describe how the data will be encrypted as specified in requirement DU7 in the DUA.

Cyber Liability Insurance

If the Contractor cannot comply with the requirement to encrypt data at rest, then Contractor must purchase adequate Cyber Liability Insurance**.** Please include the following statement in your response to this section:

- "[Contractor Name] is proposing a solution will not encrypt non-public data at rest and intends to purchase Cyber Liability Insurance prior to contract signature."

Please review the Terms and Conditions Governing Cloud Services document in Exhibit C for the insurance coverage schedule. The selected Contractor will present a valid certificate of cyber liability insurance for attachment to the contract prior to contract signature.

4.4.5.3 Agreement Exceptions

If Contractor can only accept a clause with conditions (Accept Conditionally) or does not agree with (Reject) a clause as written, then please fill out the following Cloud Services/Data Usage Exceptions table as part of your response to this section. Please include a Comment for each exception stating why you Accept Conditionally or Reject. If you Accept Conditionally, state what controls are or can be put into place to provide for the same or similar level of compliance.

CSA/DUA Exceptions (Example)

CSA/DUA	Clause #	Response	Comment
CSA	CS1-B	Accept Conditionally	We will provide the results of our internal Criminal Background Checks in lieu of the stated requirement.
CSA	CS4	Reject	Our legal counsel has advised that while we can provide notice to DHSS of pending activity, we can provide no specifics otherwise.
DUA	DU2	Accept Conditionally	While we can agree to the minimum necessary provision, under exceptional circumstances, our DBA staff may be required to access production datasets for the purposes of data integrity checks or issue resolution. An as-needed, limited term access authorization will be necessary in this situation.

Any exceptions specified will be vetted by DTI prior to contract signature. Individual clauses may be negotiated and updated by DTI. In this case, DTI's written approval of the negotiated Agreement version will be attached to the final contract.

If the Contractor accepts all clauses as originally specified, Contractor will respond to this subsection with "We accept all clauses in both the CSA and DUA". Do not include the Template Exceptions table in this situation.

4.4.6 Subcontractor Requirements

Subcontractors are not required to sign the CSA or the DUA; however the primary contractor is expected to hold them responsible to the same or more stringent security requirements to ensure that State data is adequately secured.

4.4.7 Standard Practices

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to DHSS. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards.

4.4.8 DHSS-Specific Security Requirements

4.4.8.1 Encryption of Data at Rest

Contractor will describe the method(s) for encrypting DHSS confidential/PII/ePHI data at rest in their proposed solution.

4.4.8.2 Encryption of Data in Transit

All data in transit must be encrypted whether transmitted over a public or private network. Contractor will describe the encryption method(s) proposed.

4.4.8.3 DHSS Data Rights

All DHSS data (Public and Non-Public) related to services provided under this contract will remain the sole property of DHSS. De-identified or derived/aggregated DHSS data is not exempted from this requirement. This provision shall survive the life of the contract. Contractor does not acquire any right, title or interest in DHSS data under this contract. Except as otherwise required by law or authorized by DHSS in writing, no DHSS data shall be retained by the Contractor for more than 90 days following the date of contract termination. After the 90 day timeframe the following provisions will remain in effect: contractor will immediately delete or destroy this data in accordance with NIST standards and provide written confirmation to DHSS; contractor is expressly prohibited from retaining, transferring, repurposing or reselling DHSS data except as otherwise authorized by DHSS in writing; contractor retains no ongoing rights to this data except as expressly agreed to by DHSS in the contract.

4.4.9 UAT and Training Environments

The UAT and Training environments must be secured at a level equivalent to the security in place for the production environment. It must be sized and architected such that an entire copy of the production files can be copied over into UAT. The architecture must be equivalently configured so that performance and load testing will essentially produce the same results and expectations as testing in the production environment. There is no expectation to mask field values in the UAT and Training environments. Lower environments that are secured in the same manner may be exempt from masking requirements as well however this may be subject to DHSS or Federal regulations that override this potential exemption.

4.4.10 Masking of Production Data in Lower Environments

While securing of production data is of critical importance, migration of that data to lower environments presents its own set of challenges as lower environments typically are not as secure as the production environment. Masking of production data in lower environments usually involves deletion or obfuscation of actual PII-related field values such that they have no meaning as plain text and there is no identifiable method of translation back to the original values. If there are plans to copy production data to a less secure environment, Contractor will describe in detail their proposed masking strategy. If there is no expectation that production data will be copied into less secure environments, Contractor will describe their proposed test data generation plans and state clearly in this section that masking of production data is not required under this proposal.

4.4.11 Offsite Project Work

DHSS will permit project work to be done offsite, within the United States and its territories. For offsite work, DHSS requires strong management of the resources and assigned tasks; adequate, timely and accurate communications and completion of assigned work by specified deadlines. This is important to any offsite relationship. If Contractor is proposing offsite project work, Contractor must specifically address each of the bulleted items below in this section of the

proposal. Otherwise, Contractor will respond to this section as follows: "**No offsite project work proposed**."

Note: For the purposes of this section, the Contractor staff organization includes subsidiary contractors.

- Provide a detailed description of work to be completed offsite along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.
- Provide an organization chart with job titles of offsite staff and their relationship to the Contractor.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by Contractor staff or subcontractors.
- For offsite subcontractor or Contractor staff, please include the names and resumes of key staff, highlighting prior participation on similar projects. Also provide named or sample resumes for lower level staff.
- Provide a detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. DHSS prefers that the offsite project manager be a Contractor employee. Please refer to RFP Section 4.1 for normal Contractor staffing requirements.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by DHSS.
- Provide a description of prior Contractor organization experience with use of offsite Contractor staff or subcontractors and provide U.S. client references for that work.
- Provide a detailed description of proposed project manager's experience in directing offsite staff and/or subcontractors.
- Describe your understanding that DHSS will only provide management of this project and Contractor resources through the on-site project manager. All management/relationships with offsite resources, whether Contractor staff or subcontractors, will be handled by the respective bidding organization.
- Describe how the system components will be tested and staged during customization/development. For DHSS-hosted solutions, DHSS requires that the all UAT, production and related environments be located at the Biggs Data Center. All system components of these environments including all system libraries and databases will be located in the data center as well. DHSS staff must approve the results of system testing before systems components are migrated into UAT. It is critical that system components are proven to operate in the Biggs Data Center UAT environment prior to promoting the code to production. Remote developers and testing staff may access these environments through VPN. The UAT environment must be the technical equivalent of the production environment to minimize issues with promoted code and/or database changes in production. Contractors may

propose additional environments as necessary or recommended for their solution.

4.4.12 Offshore Prohibitions

Offshore is defined as not being within the United States or its territories. Offshore storage and transmission of DHSS data is prohibited. Onshore project data and project artifacts including backup and recovery files in any form shall not be accessed by offshore staff and shall not be copied, processed, transmitted or moved offshore. Contractor is permitted to engage offshore resources including sub-contractors as specified in section 6.2.6 for development and lower level (unit & integration) testing only. Contractor is prohibited from using State data in any form even if masked or obfuscated for offshore testing. All aspects of User Acceptance Testing and production operations will take place onshore.

The provisions in this section extend to development, maintenance & operations services, hosting services, technical support services and any other subsequent services under this contract. Violation of any provision in this paragraph will be considered breach of contract. Contractor shall respond with their understanding of and their intent to comply with the requirements in this section.

4.4.13 Other Technical Considerations

DHSS prefers to have a system with a web front-end for a common user interface. Web browser based applications are now considered the only acceptable platform for custom applications development. For proposed COTS (Commercial off the Shelf) solutions, DHSS prefers those that are web browser based and that:

- Use Microsoft Windows Server as their operating system
- Use Microsoft Internet Information Server (IIS) as their web and application server software
- Use Microsoft SQL Server for the data store
- Have been developed using Microsoft C#.NET

4.5 Reporting

The Platform will require a robust reporting capability for users to be able to provide appropriate care across multiple organizations to care for clients with behavioral health disorders, substance abuse disorders, and who may lack community supports. Department staff, healthcare staff, and providers of community resources will benefit from insights into client needs and availability of resources. Bidders will offer solutions to promote reporting in the Platform with features such as:

- **Canned Reports**: User-configurable reports that are pre-written, editable, and sharable with other users to address routine and periodic reporting needs, such as monthly and quarterly utilization reports categories such as:
    - Acute Care – Psychiatric emergency and inpatient services utilization
    - Crisis Encounters – MH and SUD
    - Substance Use Services utilization across the continuum of care
    - Mental Health Services utilization across the continuum of care
    - SDOH needs

  - Comorbid Medical Conditions
  - Assigned Risk Factors
  - Criminal Justice Encounters
- **Ad Hoc Reports**: User-created reports, using a graphical user interface (GUI) or other uncomplicated interface to empower users to create reports on clients, services, utilization rates, denial rates, geography, wait times, and numerous other dimensions of the data contained in the platform.
- **Client-Focused Reports**: Similar to a Customer Relationship Management (CRM) solution, the Platform will enable care coordinators to view whole-person data and inter-organizational communications regarding a client to better understand the needs of the client and identify opportunities to improve access to care and community services.
- **Data Extraction:** Provide authorized users with the ability to define a set of data points and time periods and easily extract the data in a structured format for additional research using third-party tools.
- **Visualization Tools:** Provide users with one or more tools to visualize reports and analysis from the Platform's reporting system, including dashboards, charts, pivot tables, and summary views.
- **External Access:** The ability to connect to segmented views of the reporting data stores using an external analytical tool such as SQL, SAS, or JMP and an Open Database Connectivity (ODBC) application programming interface (API).
- **Scheduling**: The ability of reports to be run automatically according to a pre-determined schedule.

Bidders may propose their own data reporting platform or suggest one or more third-party reporting platforms during the design and implementation phase of the project.

4.6 Performance

Performance of the proposed solution within DHSS and State technical environments is a critical consideration. The present data center environment in terms of infrastructure, hardware, power, etc. needs to be reviewed. The selected contractor will be expected to review this with IRM and DTI to ensure that it is sufficient. The current design and capacity of the network especially in terms of connectivity to the Division business sites must be reviewed along with service upgrade plans. Future capacity and response time needs must be evaluated and accepted.

4.7 Customizable COTS Solutions

If bidding a purely custom solution, please respond to this section as follows: "**Bidding a custom solution. COTS customization limitations are N/A**."

COTS Customization in this regard is the application of new or custom features unique to this contract that are beyond the resident configuration functions of the system. This involves the development of new or modified code for this purpose.

DHSS' interest is in prevention of scope creep by limiting customization features applied to a proposed COTS solution. In this vein, the DDI scope must be

governed by the functional requirements and the system design documented in deliverables signed off by both parties. Suggested features and functions outside of this must follow the change control approval process. If they are approved, from a project control standpoint, their development should be moved to a separate phase of the project after the originally designed functionality has been successfully implemented.

Bidder will describe how they apply project controls towards the successful implementation of their COTS solution within time and budget constraints.

4.8 Backup and Recovery

DHSS requires that system data be backed up to appropriate media that can be restored as necessary. The selected contractor will be expected to review the current backup and recovery process and suggest scenarios where incremental backups, full backups or dataset reloads are appropriate.

4.9 Disaster Recovery

Locally Hosted Systems

DHSS has contracted with Vital Records, Inc. as the offsite media storage contractor for backup media. DHSS contracts with Sungard Recovery Systems for cold site services.

Disaster recovery tests are conducted every six months for the Biggs Data Center Environment. If the contractor has ongoing maintenance responsibilities for the system, they will be required to participate to the extent necessary in this testing. This requirement will be detailed in the maintenance contract and will also include expected turnaround time and recovery participation in the event of an actual disaster declaration.

Remotely Hosted Systems

For systems hosted offsite, bidders will describe at a high level their disaster recovery arrangements as it would apply to this contract, the frequency of recovery testing and expectations as far as DHSS staff participation in this testing.

4.10 Specific Project Tasks

Contractor will be expected to address the following requirements in their proposal in detail. Emphasis is on the limited availability of DHSS staff for the project and the expectation that the contractor express in detail their understanding of their responsibilities for each of these tasks. Contractor is expected to have primary responsibility for each of these project tasks. DHSS versus contractor responsibilities must be delineated.

4.11 Clinical Data

Access to timely clinical data is essential for care coordination and Bidders will propose solutions that will acquire and ingest clinical data from primary sources such as DHIN, Delaware PMP and other State agencies, as well supplemental sources such as hospitals, physician practices, and treatment centers where necessary to fill gaps in data. The Department will enter into an agreement with DHIN to acquire clinical and other data from DHIN to support the programs listed in Appendix G and the types of

agencies and stakeholders illustrated in the diagram in 1.1.3. Connectivity to DHIN is discussed in a following section. Bidders will propose solutions to acquire the following types of clinical data, as well as propose additional types of patient-specific clinical data that would benefit the functionality of the Platform.

- Problems/Conditions
- Medications, including allergies, reaction type and severity, noncompliance issues, drug interaction alerts and duplication alerts
- Results, including labs, radiology, transcriptions, pathology, cardiology, and other clinical results
- Allergies
- Procedures
- Reports, such as radiology, examinations, and various transcribed reports
- Care Summaries, including Consolidated Clinical Document Architecture (C-CDAs)
- Care management data from care coordinators and social workers
- Supporting documents

Additional clinical data sources are likely to become available over time and Bidders should demonstrate understanding and potential approaches to incorporating new data sources into the Platform and how to manage the financial impact to the Department to incorporate these new data.

4.12 Administrative Data

a) Claims Data

Bidders will propose solutions that will acquire and ingest administrative data into the Platform, such as claims data from sources such as hospitals, physician practices, and treatment centers, as well as from state agencies that relate to clients who will be assisted through the Platform. These data will support more effective coordination of care by providing context and depth of knowledge of clients' needs and potential gaps or access to care. Claims data will also enable more robust risk stratification and reporting capabilities for the Platform when combined with clinical and other data. Examples of claims data bidders should consider in their proposals include:

- ICD-10-CM (diagnoses) data from all providers and care settings
- ICD-10-PCS (procedures) data from hospitals regarding inpatient procedures, excluding hospital inpatient physician claims
- Current Procedural Terminology (CPT) data from physician and ambulatory care providers
- Healthcare Common Procedure Coding System (HCPCS) data from physician and ambulatory care providers

b) ADT Data

Bidders should propose solutions that can receive and ingest hospital Admission, Discharge, Transfer (ADT) data to enable the Platform to acquire timely administrative data on clients and empower near real-time care coordination alerts for Platform users. ADT data will provide the Platform with information about hospital and emergency

department encounters, including admissions, discharges, transfers to another hospital unit or facility; payer sources; hospital and facility names; patient ID, name and other demographic information; chief complaint; ICD and CPT codes; admission and discharge dates; and caregiver names, for example. ADT data are essential to providing effective transitions of care of clients from one care setting to another as well as improving provider communication, understanding utilization trends, performing risk stratification, and general reporting. ADT data can also be used to provide overdose surveillance and alerts to the Department and appropriate caregivers.

c) SDOH Data

Delaware has numerous sources of information from State agencies and community-based organizations (CBOs) and human service organizations (HSOs) that provide SDOH services such as housing and utility support, food assistance, and transportation. Exact SDOH data to be collected will be identified in the contracting and design phases of the Platform and could include categories such as housing providers and voucher stats, utility supports, food providers, and transportation providers. Details of the SDOH portion of the Platform are described in detail later in this Appendix.

The Department collects well-being data using an assessment tool based on the 100 Million Healthier Lives Adult Well-Being Assessment, which results in a “well-being vital sign” used to enhance care coordination of clients. A short survey instrument gathers information from four domains (physical health, mental health, social well-being, and spiritual well-being) to help measure the overall wellness of clients. Bidders should propose solutions that collect well-being data for use in the Platform to enhance the SDOH-related services, risk stratification, and reporting functions described later in this Appendix. Solutions should be able to collect these data in an automated fashion from providers who administer the assessments through their EHRs or case management platforms, as well as provide a web form to enable the assessment data to be entered in real time by authorized users. Solutions should enable the Department to modify the assessment questions and format of the corresponding answers.

d) State Agency Data

Bidders should describe their ability to incorporate structured, identifiable data from state agencies such as the DOC and DELJIS that could provide additional context to clients whose care and access to services extend beyond incarceration, for example, or program eligibility data from the Division of Social Services (DSS). State agencies have a multitude of data that may be desirable for the Platform but have not been confirmed to be eligible for inclusion at this time. However, DHSS and its various Divisions, as well as other State agencies, are committed to sharing critical data to support the Platform and enhance the care of clients. Bidders should demonstrate flexibility about collaborating with the Department and other State agencies to acquire administrative data where permitted by state and federal law, as well as how it could benefit the goals of the Platform.

4.13 Documentation

Bidders should propose solutions for collecting and managing documents that support care coordination, such as care plans, plans of treatment (plans of care), and case management data. The solutions should be able to receive these documents

electronically from EHRs and through HIEs using established standards of interoperability, as well as from providers without an EHR via document upload or fax-to-PDF, for example. The solutions should also be able to collect other types of documentation such as advance directives, discharge plans, guardianship, and power of attorney. These types of documents are often not included in EHR or HIE standards and therefore not sharable through traditional paths of interoperability, which presents challenges to providers seeking to understand the care coordination needs of clients. As a result, care providers and stakeholder organizations currently request these documents be faxed from whichever sources are known to have them, which is time consuming and often very incomplete.

The Platform will serve as a shared document repository for all essential care coordination information and allow authorized users to upload documents and associate them with a client to enhance care coordination. Care team members associated with the client will be alerted when new documents are added to the Platform, just as they will be notified when the client has an emergency department encounter or other event identified in a rules-based alerting system described in the Care Coordination Alerts section below. Bidders should propose solutions that can accommodate common document types, such as Portable Document Format (PDF), Microsoft Word (DOCX), Bitmap Image File (BMP), Graphics Interchange Format (GIF), Joint Photographic Experts Groups (JPEG), Portable Network Graphics (PNG), and Tagged Image File Format (TIFF). Bidders should propose document management solutions that are uncomplicated, flexible, and will have as little impact on provider workflow as possible.

4.14 Risk Stratification and Registries

The Department considers risk stratification of clients as a foundational task of care coordination to enable removal of barriers to care around social, economic, and behavioral determinants of health for the Department's priority populations. Bidders will provide solutions that enable the Department and users of the Platform to perform risk stratification of clients based on the clinical, administrative, and SDOH data managed by the Platform. At a minimum, the solution's risk stratification capabilities will enable the following:

- Identification and ranking of clients with high-risk problems, comorbidities, and unmet needs
- Identification and ranking of the potential impact of providing treatment and community resources to clients
- Identification of client-specific solutions for treatment and access to community resources
- Predictive analysis of client needs using machine learning to continuously improve the Platform's ability to identify opportunities for care coordination

Bidders may propose risk stratification solutions based on existing risk stratification methodologies or custom methodologies that take into account data that will be available in the final design of the Platform. Emphasis should be placed on methodologies grounded in evidence-based research in the fields of physical and behavioral health, substance abuse, and social sciences. Bidders may propose a comprehensive risk stratification solution or individual risk stratification for behavioral health, substance abuse, and unmet community needs, for example.

Bidders' solutions will enable users of the Platform to share risk stratification information among users of the Platform to help maximize effectiveness and increase communication among caregivers. The proposed solution will periodically assign risk stratification scores and maintain a longitudinal record of patients and their scores to enable comprehensive analysis of the effectiveness of the scoring methodologies and the impact of treatment and access to community resources on their health.

Bidders' risk stratification solutions should provide the Department flexibility in identifying opportunities to reduce healthcare-associated costs in priority populations, such as unnecessary hospital admissions, readmissions, emergency department visits, and other types of utilization defined on an ad hoc basis by the Department and in collaboration with Platform stakeholders. Bidders will demonstrate how the risk stratification methodologies will identify high-cost utilization using canned and ad hoc reporting capabilities.

To assist the Department in tracking patients and measuring outcomes using the Platform, bidders will propose solutions that include robust registry functions that relate clients with specific diseases, conditions, resource needs, or exposures as defined by Platform administrators. Bidders will propose registry functionality based on data in their proposed solutions, and they will suggest additional data recommended to collect in the Platform to accomplish additional registry and risk stratification tasks identified by the bidder.

4.15 Secure Messaging

Secure messaging in the Platform will support the exchange of critical information about clients, transitions of care, referrals for service, and communication with community providers of services. Secure messaging will also promote communication among Department stakeholders, physical and behavioral health providers, and providers of community services to increase support for the priority populations identified by the Department.

Bidders will propose solutions that include the ability of Platform users to securely message each other from within the Platform as well as provide Direct Trust-certified messaging capabilities to authorized users outside the platform. Bidders will utilize a Direct Trust-certified Health Information Service Provider (HISP) to provision secure messaging capabilities and work with the Department to administer approximately 1,700 user accounts. Bidders will provide training and administrative support to the Department, including opening and terminating Direct accounts. The secure messaging component of the Platform will also be capable of receiving Care Coordination Alerts described in detail below.

4.16 Care Coordination Alerts

Healthcare providers and care managers benefit from timely alerts from hospital ADT systems to empower population health activities, more effective transitions of care, lower costs, and increase care coordination of patients using actionable information. The Department envisions a Platform that enables these types of traditional care alerts using ADT data from DHIN supplemented with direct ADT feeds from selected providers. The Department also seeks a solution that sends alerts when community resources become

available for, or have been delivered to, clients as well as other triggerable events related to care coordination of clients.

Bidders will offer solutions that provide customizable, rules-based alerts to caregivers and stakeholders using the clinical, administrative, and community resource data available in the Platform. A rules engine will enable Platform users to track individual clients and panels of clients to receive alerts when selected triggers are encountered, such as:

- An emergency department encounter or discharge
- An inpatient hospitalization or discharge
- A treatment encounter
- New client documentation has been uploaded to the Platform
- Housing support becomes available for a client

During the design and build phases of the Platform, appropriate use of specific care coordination alerts will be determined in collaboration with stakeholders to ensure optimal value to the Department and Platform users. Bidders will demonstrate how their solutions will provide useful and accurate alerts to users of the Platform and make recommendations to stakeholders regarding how the alert could be best integrated into existing workflow to minimize disruption. Bidders will also propose solutions that generate new workflows associated with care alerts that enable teams of care coordinators and providers to manage clients' needs.

The Platform will provide role-based access to alerts based on a user's organization and the clients associated with that organization. It will allow site administrators and users to configure care coordination alerts and how the alerts are received, such as via the Platform, Direct Message, or via text alert, for example. Bidders are encouraged to propose care coordination alerting features that are flexible yet uncomplicated to use by site administrators and individual users of the Platform.

4.17 SDOH Closed-Loop Referrals

The Department seeks to procure a Platform that promotes care coordination by connecting clients with SDOH services from providers such as Community Based Organizations (CBOs) and human service organizations (HSOs) to promote wellness and stability and improve outcomes. Ideally, the Platform will provide closed-loop referral for community-based services such as housing, food, and transportation so care coordinators and providers will know when a service is available, a client has been referred for a service, and the service has been provided. Bidders will offer solutions that perform the following:

- Create a resource directory and gather timely information regarding availability of community-based services from CBOS, HSOs, and agencies that provide services or otherwise track information about these services such as the Delaware State Housing Authority (DSHA). Data about services may be obtained through automated interfaces with service providers, Extract-Transfer-Load (ETL) processes, or periodically pushed to the Platform by service providers using a web form interface built into the Platform. Emphasis is placed on timely and

accurate data regarding organizational details, services provided, and availability of services.

- Suggest appropriate services for clients identified in need of services by users of the Platform and through a screening process. Users of the Platform will be able to indicate services needed by clients, such as temporary housing, and the Platform will suggest and rank matching service providers that are appropriate by geographic proximity to the client or by other criteria. Results of the screening process will also inform the risk assessment capabilities described earlier in this Appendix.
- Refer and track services offered to clients. The Platform will allow users to refer a client to one or more services and track the status of the referrals to ensure timely access to services. Platform users should be alerted when a referral is not fulfilled within a determined period of time.
- Alert Platform users when a service has been provided. Community service users of the Platform should be able to indicate when a referred service has been provided, including date and time, and to add notes regarding the provision of the service. Referring users of the Platform should be able to see this information.
- Alert Platform users when a service has been declined by a client or denied by a service provider. Community service users of the Platform should have the ability to indicate when a referred service has been declined and enter notes regarding the circumstances of the declined service, such as no-shows or other relevant information that will help users better coordinate care for clients.
- Track metrics regarding referrals for service, including frequency, duration, wait times, completion, and other metrics that inform users of the status of community-based services provided to clients. An SDOH referral reporting capability is essential to coordinate care for clients and connect them to services. Robust metrics and reporting should enable the Department and users to analyze longitudinal details of each client's use of SDOH community services, as well as report on services by type, geography, frequency, and other metrics.

Bidders will recommend SDOH screening methodologies appropriate for Delaware and the priority populations of this RFP. Bidders will engage the Department and stakeholders in selecting an appropriate way to screen clients and assess their SDOH needs. Bidders will propose best practices and incorporate them into proposals for the Platform, then collaborate with the Department and stakeholders during the design and implementation phase of the Platform. Currently, there is no common method in Delaware to determine client needs for community-based services such as housing, food, or transportation, and the final design of the Platform will influence what screening methods will be most appropriate. Bidders are encouraged to reference the Social Interventions Research and Evaluation Network (SIREN) for analysis of screening tools and their potential appropriateness for priority populations of this RFP, including the Protocol for Responding to and Assessing Patients' Assets, Risks, and Experiences (PRAPARE) toolkit.

4.18 Electronic Referrals

The Department operates the Delaware Treatment and Referral Network (DTRN), an electronic referral system to help manage timely referrals and transitions of care for

behavioral health and substance abuse treatment. DTRN automates the referral process using a web-based application that securely connects clients to available care, quickly locates the most appropriate and available level of care and sends an electronic referral to a provider. DTRN's automated system provides an online inventory of services and wait times to meet patients' needs. Once available services are identified, referring care teams can electronically transition clients to providers around the state that match the level of care needed.

Bidders should propose solutions that perform the treatment referral functions of DTRN as well as establish interoperability with the existing DTRN platform for a limited period of time. The main functions of a proposed electronic referral system should include the following:

- Collect provider treatment services and availability of services at least twice per day via user input within the platform
- Enable providers to search for appropriate referral options for clients, including service offerings, geographic proximity, and client preference of provider
- Request referrals and track the status to help care coordinators ensure timely and efficient referrals
- Alert referring providers and care coordinators when a referral is not accepted within the required timeframe
- Populate a reporting tool with longitudinal data of referral-related data to benefit the Platform's overall reporting capabilities, risk stratification, and care coordination alerting capabilities

Bidders should also propose solutions that establish interoperability with DTRN to provide automated exchange of data with the Platform. Bidders should offer solutions that achieve the following:

- **Single Sign-On**: The Platform should allow authorized users of both systems to share common credentials to access both systems where they are authorized to use both systems.
- **Client Identification**: The Platform should utilize a compatible method of client identification and matching to ensure accurate communication with DTRN regarding clients in need of treatment referral.
- **Referral Summary**: The Platform should be able to acquire summary information about client referrals for treatment processed through the DTRN platform, and to be able to easily send users back to DTRN for more detailed information. DTRN referral data should be incorporated into the Platform in a timely manner to supplement encounter data acquired by the Platform through acquisition of clinical, administrative, and SDOH resource and referral data. Near real-time is preferred but a periodic ETL process may also be proposed.
- **Secure Messaging**: Platform users should be able to securely send and receive messages with DTRN users regarding the care coordination of clients via the messaging capabilities described above.

Bidders should propose solutions that includes stakeholder engagement and technical design with Department leadership and vendors. Details about DTRN data elements and

how to achieve interoperability between the Platform and DTRN will occur during the design and implementation phases of the Platform project.

4.19 DHIN Integration

The Delaware Health Information Network (DHIN) is the state-sponsored health information exchange (HIE) serving providers and patients that will serve as the primary source of clinical and administrative data for the Platform. DHIN provides multiple services to its organizational customers, including a patient clinical history, portal access for providers without an EHR, and integration with certified provider EHRs via Health Level Seven (HL7) to provide bi-directional flow of information. DHIN has numerous capabilities that may be leveraged on behalf of the Department to enable robust data acquisition for the Platform:

- **Results**: Most providers in Delaware receive clinical results via DHIN, including laboratory and pathology results, radiology reports, and transcribed reports including hospital discharge summaries, operative reports, and other reports.
- **Care Summary**: For providers and physician practices using certified EHR technology (CEHRT) who are connected to DHIN, a Consolidated Clinical Document Architecture (C-CDA) document representing a summary of care record is sent to DHIN. C-CDAs contains structured data about patient demographics, care team members, medications, medication allergies, care plan, problems, laboratory test(s), laboratory values and results, procedures, and other data. Approximately 13% of providers currently send C-CDAs to DHIN.
- **Clinical Gateway**: DHIN is capable of automatically routing a copy of patient data to an authorized organization by matching against a list of select patients, such as those in the Platform.
- **Community Health Record (CHR)**: A longitudinal record of patient care containing information from all known settings of care. A summary CHR provides the most recent problems and diagnoses, encounters, medication history, and clinical documents.
- **ADT Event Notifications**: A service that provides real-time or batch delivery of ADT messages covering approximately half of Delaware residents seen by hospitals, emergency departments, and walk-in clinics. ADT messages are received from similar types of providers in neighboring states in addition to Delaware. Notifications are delivered to authorized organizations by matching against a list of select patients, such as those in the Platform.

Bidders should offer solutions that leverage DHIN's capabilities to procure timely data for the Platform on behalf of the Department. Bidders should offer solutions that achieve the following:

- **Single Sign-On**: The Platform should allow authorized users of both systems to share common credentials to access systems where they are authorized.
- **Client Identification**: The Platform should utilize a compatible method of patient identification and matching to ensure accurate communication with DHIN regarding patients in need of treatment referral.

- **Secure Messaging**: Platform users should be able to securely send and receive messages with DHIN regarding the care coordination of clients via the messaging capabilities described above.
- **Data Completeness**: Bidders should propose supplemental methods of filling any gaps in data from DHIN, such as ADT and HL7 clinical data, to achieve 100% of client hospital and emergency department encounters and C-CDA acquisition for physician practices and treatment centers.
- **Data Acquisition**: Bidders should propose methods to acquire the necessary client data from DHIN, such as via Clinical Gateway service or CHR.

Bidders should propose solutions that includes stakeholder engagement and technical design with DHIN leadership and vendors. Details about DHIN data elements to acquire and how to achieve interoperability between the Platform and DHIN will be supplied during the design and implementation phases of the Platform project.

4.20 SAMHSA Data Collection and Reporting

The Department collects and validates provider data for various programs funded through the Substance Abuse and Mental Health Services Administration (SAMHSA), then submits the data to SAMHSA on a periodic basis per federal mandate. Bidders should offer solutions to enable the Department to meet the reporting mandates for the following:

- **Consumer Reporting Form (CRF)**: A collection of reports from service providers in the field who submit data to the Department on a monthly basis regarding admission, discharge, detox discharge, hospital discharge intra-agency transfer, and psychiatric diagnosis. The Department validates the submitted data then submits it to SAMHSA on a quarterly basis, as well as reviews the data for a final annual submission.
- **Government Performance and Results Act (GPRA)**: Requires that client-level data be submitted to SAMHSA from grantees for performance-monitoring purposes, including demographics, ICD-10 diagnostic categories, substance use and abuse, mental health and physical health functioning, and other data.

Bidders will propose solutions that allow the Platform to receive structured data files from organizations whose EHRs or care management solutions are able to generate reports that are complaint with SAMHSA reporting standards. Bidders will also incorporate web form functionality to enable Platform administrators to design, edit, and make the data collection forms available to providers who will enter the data manually. Platform administrators will be able to validate the data before submitting it to SAMHSA and make edits where necessary.

4.21 Project Deliverables

4.21.1 Deliverable Review Process

Each <u>document deliverable</u> must be delivered in soft copy to the DHSS Project Director. <u>Application module deliverables</u> will be delivered and installed by technical staff as agreed to by DHSS. DHSS staff time is limited on this project

especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The Contractor must include at least ten (10) business days, per deliverable, in the project plan for DHSS staff to complete a review and to document their findings. Based on the review findings, DHSS may grant approval, reject portions of or reject the complete document or request that specific revisions be applied. DHSS may also request in writing a short extension to the review timeframe until a specified date. The Contractor shall have five (5) business days to revise the document as requested by DHSS. DHSS shall have three (3) business days for subsequent reviews as necessary. These review timeframes may be modified as necessary for a specific deliverable (i.e. complex deliverables may require greater review time) but must not adversely affect the critical path in the baseline project plan. Review timeframe modification requests must be made in writing by either DHSS or Contractor staff to the Project Director. These requests will be approved or rejected at the sole discretion of the Project Director.

For solutions hosted at the Biggs Data Center, specifically for each application module deliverable, the source code (or executable in the case of COTS products) will be delivered to DHSS. The Contractor is responsible for installation in the specified test environment with the assistance of DHSS technical staff. The Contractor is responsible for ensuring that each module deliverable can be tested by DHSS staff.

Both document and application module deliverables will be reviewed by DHSS and will require formal approval from the Project Director, Technical Manager and Functional Manager prior to milestone approval and invoicing. Formal approval of a deliverable constitutes DHSS approval of the final version. Both types of deliverables will be accompanied by a Deliverable Acceptance Request (DAR) – see Exhibit I. The goal for the deliverable review process is to complete the review in a maximum of two (2) cycles. However, review will need to extend beyond the second cycle if a deliverable still has defects.

1. In the case of any discrepancy between any deliverable and the RTM, the controlling document shall be the RTM.

2. In the case of any contradiction between deliverables, the contradiction shall be resolved at the sole discretion of DHSS.

NOTE: Deliverables will be reviewed by DHSS in a sequential manner. A deliverable will not be accepted for review until the preceding deliverable has been approved. This provision does not prohibit the Contractor from working on multiple deliverables at the same time.

4.21.2 Project Deliverables by Phase

Project deliverables are as follows. Milestones are indicated with the Mn designation.

	Project Deliverables & Milestones (M1-6)

Phase 1	**Deliverable: Baseline Project Plan**
	Deliverable: Document Templates
	Approval of Phase 1 **(M1)**
Phase 2	**Deliverable: Requirements Traceability Matrix (RTM)**
	Deliverable: Business Requirements Document (BRD)
	Deliverable: Design Specifications Document (DSD)
	Approval of Phase 2 **(M2)**
Phase 3	**Deliverable: Communications Plan**
	Deliverable: Test Plan
	Deliverable: Training Plan
	Deliverable: Implementation Plan
	Approval of Phase 3 **(M3)**
Phase 4	**Deliverable: Completed SIT**
	Deliverable: Completed Training Prior to Go-Live
	Deliverable: Completed UAT
	Approval of Phase 4 **(M4)**
Phase 5	**Deliverable: Production System Acceptance**
	Approval of Phase 5 **(M5)**
Phase 6	**Deliverable: Conclusion of Warranty**
	Approval of Phase 6 **(M6)**

Except for the initial and final project phases above, Contractor may propose a different sequence of phases and deliverables. Schedule E1 of Exhibit E (Project Cost Forms) must reflect this different sequence.

4.21.2.1 Phase 1

This phase is the kickoff of the project where the overall project planning, project management and schedule are agreed to and the ground rules and expectations are set. In Phase 1, all deliverable documentation will be initially introduced in an "Outline and Sample Contents" template submitted by the contractor. DHSS staff will approve each template. These templates may also be subject to federal review as well. Each deliverable will follow its respective approved template design.

The deliverables in this phase are:

e) Deliverable: Baseline Project Plan

This mandatory deliverable is the first update of the project plan submitted with the proposal of the selected Contractor. See Section 6.2.4 for a description of this deliverable.

The project plan is a living document and must be updated at the same interval as the status reports throughout the project to reflect actual project status and timelines. DHSS must approve any change that results in the change of a milestone date.

f) Deliverable: Document Templates

This is a mandatory deliverable. Contractor must work with DHSS staff to design templates for each subsequent document deliverable including but not limited to requirement documents, detailed design documents, training plans, testing plans, status reports, issues tracking, executive meeting summaries and other project documents. These template designs are critical to ensuring that the deliverables and other project documents are in a format agreed to by all parties. Each template must be separately approved by DHSS. Each deliverable document will be submitted in the agreed upon template format.

A section of this document shall include the deliverable review process agreed to by DHSS and Contractor. This can be a restatement of Section 4.12.1 of this RFP or if the stated RFP process has been modified in any way, it must be documented in this deliverable.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M1) minus 20% holdback may be invoiced.

4.21.2.2 Phase 2

Deliverable: Requirements Traceability Matrix (RTM)

This is a mandatory deliverable. Tracing forward, it is a matrix tracing the business requirements through detailed design, test scripts for SIT and UAT and the verification scenarios used to prove out the functionality of the implemented system. Tracing backward, it can be used for issue analysis and defect tracing. This is a living document that is updated as then project proceeds through its different phases.

g) Deliverable: Business Requirements Document (BRD)

This is a mandatory deliverable. This document consolidates the business requirements agreed upon from a series of requirements gathering sessions hosted by the Contractor. These are English-language requirements that serve as the basis for the RTM and may include as-is, to-be and gap analysis as part of a business re-engineering task. This is an important consideration especially with a COTS or system transfer where the business process will be updated to reflect the process flows within the new system. Each requirement must be numbered for mapping in the RTM. This document will also include a logical data model and process flow diagrams. This document may also include high level screen designs.

h) Deliverable: Design Specifications Document (DSD)

This is a mandatory deliverable. This document is based on the approved FRD and specifies a detailed system design which may include screen designs, system flow diagrams, database design, physical data model, ERD (as applicable), code table values, database scripts, rules engine scripts (as applicable), coding design templates (as applicable), hardware and software specification lists including procurement and out-year costs, architecture diagram(s) and other system specifications as agreed upon.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M2) minus 20% holdback may be invoiced.

4.21.2.3 Phase 3

i) Deliverable: Communications Plan

This is a mandatory deliverable. This is a plan for effective and efficient communications across the project team. This includes stakeholders, business partners and the public if this is a public facing application.

j) Deliverable: Test Plan

This is a mandatory deliverable. This is a plan for testing of developed code in each of the environments (Unit, SIT, UAT and Production). It must include a section on reporting system issues, analysis and identification of defect, assignment of severity level, defect remediation and regression testing. This must also identify the mechanism for tracking issues and defects over time. The Test Plan must describe the approval process for code promotion from SIT to UAT and from UAT to Production.

The Contractor is responsible for providing UAT test scripts along with each application module deliverable.

k) Deliverable: Training Plan

This is a mandatory deliverable. This is a plan for training of staff involved in UAT plus training of staff for implementation. It will identify the type of training (I.e. train the trainer vs. train all and UAT training). It must include a Resource Allocation Matrix which is a schedule showing staff name, training type/class name, dates and times. It must also include a mechanism for surveying the effectiveness of the training.

l) Deliverable: Implementation Plan

This is a mandatory deliverable. This is the plan for the events leading up to and including implementation. It must include a readiness checklist and a step-by step schedule and decision points for the actual process. This will include a go/no-go decision process and the responsible parties. This will also include the acceptance criteria for the formal DHSS approval of the implemented system.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M3) minus 20% holdback may be invoiced.

4.21.2.4 Phase 4

m) Deliverable: Completed SIT

This deliverable consists of formal DHSS approval of System Integration Testing as outlined in the Test Plan.

n) Deliverable: Completed Training Prior to Go Live

This deliverable consists of formal DHSS approval of Training prior to go-live as outlined in the Training Plan. This will include a training effectiveness survey conducted towards the conclusion of training that will make recommendations on post go-live training.

o) Deliverable: Completed UAT

This deliverable consists of formal DHSS approval of User Acceptance Testing as outlined in the Test Plan.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M4) minus 20% holdback may be invoiced.

4.21.2.5 Phase 5

B. Deliverable: Production System Acceptance

This deliverable consists of formal DHSS approval of the implemented production system that functions according to the approved design. This coincides with the onset of the warranty timeframe.

The Contractor will supply one year of warranty support after formal DHSS approval of the implemented system. ***The first two months of warranty support will be on-site.*** The warranty timeframe provides for issue resolution, bug fixes and system functionality problems with the new system. This support is included in the firm fixed price. Ongoing support costs may start to accrue at the onset of the warranty timeframe.

All issues identified during the warranty timeframe will be documented and vetted to determine if they are project defects traceable to agreed-upon system functionality. The Contractor will resolve these project defects at no charge to DHSS. A prioritized list of warranty defects will be maintained until all are resolved. Unresolved defects may be removed from this list only by agreement by DHSS. Non-warranty defects or change requests outside of project scope will be maintained on a prioritized M&O change list. Any defects identified after the warranty timeframe will be maintained on the prioritized M&O change list.

4.21.2.6 Phase 6

C. Deliverable: Conclusion of Warranty

The Contractor will deliver an Implementation/Warranty Closeout Report two weeks prior to the conclusion of the warranty timeframe that discusses overall system health, user satisfaction, on-going issues and challenges and recommendations for future changes/enhancements.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M6) may be invoiced. The total ***M6*** payment is the sum total of the holdbacks from milestone payments M1 thru ***M5***. See section 7.2 for details on project payments.

4.22 Project Expectations

Contractor will be expected to address the following requirements in detail. Emphasis is on the limited availability of DHSS staff for this project and the expectation that the contractor express in detail their understanding of their responsibilities in the areas of Customization/Development, Implementation, Warranty, Training, and Deliverables.

4.22.1 Site Requirements

For DHSS-hosted solutions, the application and database infrastructure and platforms must be located at the Biggs Data Center on the DHSS Herman Holloway Sr. Health & Social Services Campus in New Castle, Delaware.

DHSS prefers the use of web browser based applications and given the option between browser-based applications and other types of applications, will select the browser-based solution.

DHSS prefers to purchase third party hardware and software directly unless there is significant advantage to DHSS in having the hardware/software as Contractor deliverables. In either case, all software licenses must be in the name of DHSS and must provide for separate development, test and production environments.

D. DHSS Hosted Solutions

Contractors will address the following only if all or parts of the application will be housed at the Biggs Data Center. This includes components installed on DHSS workstations or servers.

For DHSS hosted solutions the following separate, isolated regions – in addition to the production region – are required for ongoing maintenance and system enhancements.

At a minimum:

- Unit test/Sand box (developers only)
- Integration test (developers only)
- UAT – prod sized (users only)

<u>Optional</u> development environments:

- A development region for major system enhancement projects
- A development region for ongoing maintenance
- A testing region where business analysts can regression test major systems enhancements
- A training region

When a web browser based solution is not available, DHSS runs all "thick client" applications (sometimes referred to as "client/server applications") on the Citrix XenApp/Metaframe platform. Contractor proposing such applications must ensure full Citrix XenApp/Metaframe compatibility. DHSS has infrastructure in place to present Citrix based applications to internal network users and/or external users via the Internet.

Any remote access by Contractor will be accomplished through the use of SSL VPN. If Contractor expects or requires remote access for proper implementation and/or support of their solution, the proposal must detail the exact nature of the remote access required and why it cannot be accomplished through other means. Contractor should note that under no circumstances is "remote control" of user desktops ever allowed and the State of Delaware firewall will block such access. Remote access to DHSS servers can only be permitted if the server resides within a DHSS/DTI DMZ. SSL/VPN must be used.

If the Contractor will use any third party products during the course of this project, such products must be approved in writing by DHSS prior to their use. In order to receive such approval the Contractor is required to submit a list of the products, the number of licenses that will be procured (if applicable), and a description of how the product will be used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of DHSS. **Note:** Because of potential liability and support issues, open source products may only be proposed for this project if they are fully supported and insured by the Contractor. If proposing open source software, Contractor will also propose alternate fully supported software serving the same/similar function(s).

Any software purchased or developed for DHSS must be an appropriate fit into the DHSS IT Environment as described in the DHSS Information Technology Environment Standards. Contractor will describe how their proposal's components are consistent with the current environment. Contractor may propose solutions that are not consistent with the current environment but in that case must include a detailed analysis of how their solution's requirements will be integrated into the existing DHSS IT Environment (including, but not limited to, purchases required, set up requirements and so on). DHSS wishes to leverage the existing infrastructure at the Biggs Data Center to the extent possible. Contractor will describe how their system will take advantage of the existing infrastructure. All proposals (and/or their attendant integration suggestions) will be evaluated for their fit into the current environment. Utilization of this infrastructure will be a factor in proposal evaluation.

In addition to the required environments listed above, additional staging areas may be proposed at the discretion of the contractor. Contractor will address how each of these environments will be set up and utilized. These environments will be maintained for the life of the system. Proposals must provide for adequate ongoing licenses to maintain each environment.

Remotely Hosted Solutions

For remotely hosted solutions the following separate, isolated regions – in addition to the production region – are minimally required for ongoing maintenance and system enhancements:

- A development region for ongoing maintenance
- A prod-sized UAT region

4.22.2 Environment Responsibilities

Contractor will propose which party (DHSS or contractor) will have responsibility for each of the following environments. For remotely hosted solutions, the contractor will normally assume full responsibility for each environment. Responsibility for DHSS hosted solutions are usually shared but must be clearly documented in the contact. For DHSS hosted solutions that will be maintained by the contractor, contractor is expected to maintain all regions under the direction of IRM.

4.22.3 Unit Testing

This is a developer-controlled region where developers directly test created or modified modules. Users will not have access to this environment. It is considered dynamic and unstable. Backup and restoration is at the option of the contractor. IRM should only be involved with this environment if it is locally hosted.

4.22.4 System Integration Testing

This is a developer-controlled region where developers directly test functional areas of the application comprising one or modules. Developers will create test scripts. Users will not have access to this environment. This environment should be backed up. If this environment is locally hosted, IRM should be consulted for large scale batch runs that could affect other systems. To the extent possible, the Contractor should run the UAT scenarios in the SIT region so that defects are remediated prior to migration to UAT. For locally hosted solutions, Contractor will be expected to configure a local SIT environment for testing prior to migration to UAT. Migration to UAT can only be scheduled after DHSS has formally approved SIT test results.

4.22.5 User Acceptance Testing (UAT)

System users directly test functional areas of the application as a precursor to production migration. This region is maintained by the Contractor. Testing will be scripted. This environment must be backed up and be fully recoverable. The environment must be architected and sized as a production copy. Converted production data will be used to populate the database. If this environment is locally hosted, IRM may or may not be involved in its maintenance.

Each system module will undergo UAT by DHSS prior to production implementation. DHSS and Contractor are jointly responsible for developing UAT test scenarios. However, DHSS is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT DHSS staff will be at DHSS' discretion. Acceptance criteria for approval will be documented and based upon the RTM. Additional acceptance criteria beyond what is specified in the RTM may be specified by DHSS, documented and agreed to prior to the start of UAT.

Contractor cannot be held responsible for criteria that is not properly documented. Upon formal DHSS approval of all UAT scenarios in a module, it may be scheduled for migration into the production environment. For a locally hosted UAT environment, IRM will be involved as necessary in these migrations.

As a necessary part of UAT, end to end regression testing will be conducted by DHSS. This testing must be completed and the results approved by DHSS prior to production implementation.

As UAT is a responsibility of DHSS, Contractor is prohibited from participating in the UAT process except for readiness activities such as data refresh and running any batch jobs associated with the testing. Contractor will not be involved in the evaluation of the testing results or in the actual approval process.

4.22.6 Production Implementation

Prior to implementation, the Contractor will produce an implementation plan document to be reviewed and approved by DHSS. This document will contain a schedule listing pre through post implementation tasks, start & end dates/times, and responsible parties. The plan must address backup and recovery strategies along with periodic checkpoints to hasten recovery and restarts if needed. The document will list all primary participants along with backups, their email addresses and at least two phone numbers for each. Escalation procedures must be addressed as well. Actual implementation may be scheduled following DHSS approval of this document.

4.22.7 Legacy Data Conversion

Legacy data conversion is a requirement under this contract. The business will have to consider what legacy data is necessary for conversion and what legacy data can be archived. If data will be archived, a retrieval solution must be designed and implemented. Consideration must be given to ETL (Extraction, Transformation and Loading) processes for conversion. The Contractor will be required to provide a data model in Microsoft Visio format. Conversion controls, especially the monitoring and proof of initial conversion results, are very important to ensure that the transactional source data converted into the system is accurate prior to implementation. Initial and ongoing conversion controls and balancing procedures must be described.

The quality of the legacy data must be assessed. Assuming that data cleanup will be necessary, Contractor will indicate in this section what data cleanup processes they will be responsible for and what processes DHSS will be responsible for. Data cleanup must be completed prior to UAT and should be substantially complete as early as possible in SIT. This must be reflected in the baseline project plan.

Legacy data conversion is not a requirement under this contract.

4.22.8 Training

Training will be outlined in a training plan deliverable discussing expectations and schedules. A training planning session must be held to review the training plan

prior to the first actual training session. This will enable DHSS and Contractor staff to better communicate during these sessions. Contractor will detail in their proposal a training plan outline and schedule for users of each component of the system.

4.22.8.1 System User

Contractor will be responsible for training users in all aspects of the new system. As applicable, contractor will also include organizational change management-specific instruction to include old vs. new ways of conducting business with the new system. Training will demonstrate business and system workflows. System policy compliance (including any recent policy changes) will be covered. If the new system is a replacement for a legacy system, training will also cover legacy vs. new system workflows and screens.

4.22.8.2 Technical

Contractor will be responsible for training DHSS technical staff on all technical aspects of system operations and support including any third party products. A key component to technical training is knowledge transfer. In their response to this section, contractor will include a detailed discussion of their approach to knowledge transfer for technical staff.

4.22.9 Maintenance and Operations (M&O)

Contractor must include a description of the ongoing M&O support they are proposing. Support includes licenses, help desk support, bug fixes and scheduled releases. Costs for such services will need to be shown in the Business Proposal. Support cost inflation is discussed on the cost forms.

Contractor must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Contractor will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from the Division.

Contractor must also address the following in their proposal:

- Identify the average of your response and resolution times. Provide examples of current measurements and metrics.
- Describe your process for providing application fixes and enhancements.
- Identify your average turnaround time for fixes and enhancements.
- Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements.
- Identify your anticipated schedule for new releases and updates from the current date thorough the next three years.
- Confirm whether you have User Conferences and/or Advisory Boards.

It is critical that the proposed solution include ongoing support services and assurance that all regulatory requirements will be met for the Division. Other details and specific requirements are included in various sections throughout this RFP.

If the product is a COTS customizable solution, Contractor will provide an estimate of the number of hours required to apply the DHSS customization features to new releases. This and the cost information will need to be provided in the Business Proposal.

Contractor must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Contractor will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from DHSS.

E. Contractor Maintained Applications Hosted at the Biggs Data Center

For Contractor maintained solutions hosted at the Biggs Data Center, the Contractor will be responsible for version releases in the SIT, UAT and Production environments at Biggs. Production releases for M&O will be coordinated with the IRM Base Technology group

F. Separation of Duties

For new versions of the application, it is imperative that for Contractor - maintained solutions, even if hosted at the Biggs Data Center, that development staff with a direct interest in the modified modules, not be involved in the production implementation of these modules. Contractor will address their M&O implementation strategy in this section so that it satisfies this requirement.

4.22.10 Documentation

The Contractor is responsible for providing documentation of the new system. At a minimum, this includes user manuals and/or on-line help. For non-COTS systems and for the customized components of COTS systems, the Contractor is also responsible for providing sufficient technical system documentation to permit DHSS to maintain the application.

4.22.11 Escrow Agreements

For COTS & SAAS solutions (where the code will not become the property of DHSS), DHSS requires proof of a software escrow agreement. Contractor will acknowledge in their proposal that they have or will have an escrow agreement in force for the entire contract term for the proposed solution at the time of contract signature.

For SAAS & hosted solutions, Contractor will have a data escrow or equivalent agreement in place. If the solution includes a third party hosting contractor providing Platform As A Service (PAAS), Contractor will describe their business continuity agreement with this contractor.

4.22.12 Copyrighted/Proprietary Software Inclusion

For solutions being developed with federal funds, there is a federal requirement that DHSS provide a complete copy of the end product(s) to other States upon request. If this includes any of the Contractor's copyrighted/proprietary software, the license terms for this software must be disclosed as they would for any other 3rd party products necessary for development and operations. Contractor will describe any inclusion of their copyrighted/proprietary software into their

proposed solution and will affirm in this section that their solution will comply with the federal transfer requirement with no restrictions. DHSS reserves the right to reject proposals with solutions that do not comply with the federal requirement.

4.22.13 Miscellaneous Requirements

Please discuss the following requirements with your IRM liaison as these may or may not be applicable for your project. Also, list any other project expectations that the Contractor will be responsible for that are not otherwise covered in other sections of this RFP. Include a detailed description with each.

For public-facing web applications, there must be a Spanish language option at the logon screen for users to choose in order to display a Spanish language version of the application. Contractor will be responsible for any translation services necessary and must include an estimated cost for this in their proposal. Web applications must also demonstrate substantial W3C compliance for accessibility and standardization purposes. Finally, the application must demonstrate the capability to be read by screen reading software such as JAWS® or ZoomText®.

5 Proposal Evaluation/Contractor Selection

5.1 Process

DHSS will conduct a three tiered review process for this project. In the first tier, each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in Exhibit F – Mandatory Submission Requirements Checklist. **Any proposal failing to meet those requirements is subject to immediate disqualification without further review.** All proposals meeting the mandatory submission requirements will be given to the DHSS Evaluation Team.

In the second tier, the Evaluation Team will perform Technical and Business Proposal Reviews. The individual scores of each evaluator will be averaged to determine a final technical score and a final business score. Technical and Business scores will be summed to determine each Contractor's final proposal score.

After the Evaluation Team completes its initial review and scoring, DTI may choose to review the top two (2) to five (5) scored proposals and provide comments and recommendations to the Evaluation Team which will be used in selecting the contractors to demonstrate their proposed solution.

Contractor may be required to demonstrate their proposed solutions. The demonstrations will be used in the Evaluation Team's final deliberations.

In the third tier, the Evaluation Team findings will be presented to an Executive Selection Committee. The Executive Selection Committee will review Evaluation Team findings. A

potential contractor will be recommended to the Secretary, DHSS. Final selection is at the discretion of the Secretary or a designee.

5.2 Proposal Evaluation and Scoring

The Technical and Business proposals of each Contractor will be evaluated and assigned points. A maximum of 100 total points is possible.

5.2.1 Mandatory Requirements

The Division Director or designee will perform this portion of the evaluation. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy **all** of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows: Contractor is required to address Section 4 “Contractor Responsibilities/Project Requirements” in detail by subsection and bullet. Contractor is required to follow Section 6 “Contractor Instructions” explicitly and complete all required forms as instructed.

Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration. However, DHSS reserves the right to waive minor irregularities and minor instances of non-compliance.

5.2.2 Technical Proposal Scoring

Only those Contractors submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored.

5.2.3 Business Proposal Consideration

The business proposal will be reviewed based on the costs submitted as part of the cost worksheet and on the documented stability and resources of the Contractor. Strong consideration will be given to how well the costs in the Project Cost Forms compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. DHSS reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

5.2.4 Contract Negotiation

Prior to contract signature, DHSS or the selected vendor may request to engage in a negotiations process to fine tune contract language to make it more suitable for the project. This process will be used to address the exceptions listed in Attachment 3 of the RFP. Additional or modified contract language would go into a contract addendum document or would be edited into the original document as agreed upon by the parties.

DHSS reserves the right to develop performance standards and penalty provisions as part of this process.

6 Contractor Instructions

6.1 Submission Information

1. ALL PROPOSALS MUST BE SUBMITTED ONLINE at https://dhss.bonfirehub.com/. **Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted.**

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

3. Proposals
To be considered, all proposals must be submitted through Bonfire at https://dhss.bonfirehub.com/ 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 8/4/2020

PROPOSAL REQUIREMENTS

a. 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

b. 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.
- Notarizations are no longer required.

Need Help? Please contact Bonfire directly at 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 will not be accepted. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Each Proposal File will contain the following files at a minimum:

- Media Contents.doc (Microsoft Word 2000 or higher)
- RFP Technical Proposal.doc
- RFP Business Proposal.doc
- RFP Technical Proposal.pdf
- RFP Business Proposal.pdf

Each proposal file in PDF format must be a printable copy. Other files may be submitted separately. The Media Contents.doc file will consist of a Word table listing each file submitted along with a short description of each.

6.1.1 RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful Contractor.

6.1.2 Proposal and Final Contract

The Contractor's proposal will be incorporated into the final contract and be considered binding upon the successful Contractor.

6.1.3 Modifications to Proposals

Modifications to proposals will not be accepted after the submission deadline. At any time, DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal.

6.1.4 Alternative Solutions

The proposal must contain a single solution, including hardware and software. This is critical in ensuring project success and that project costs are expected, administered and contained. Contractors may propose alternative solutions but only as fully separate proposals that will be evaluated separately. Single proposals containing alternative/multiple solutions will be failed.

6.2 Technical Proposal Contents

The Technical Proposal shall consist of and be labeled with the following sections:

A. Transmittal Letter
B. Required Forms
C. Executive Summary
D. Contract Management Plan
E. Contractor Responsibilities/Project Requirements
F. Staff Qualifications and Experience
G. Firm Past Performance and Qualifications

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion of, cost information shall appear in the Technical Proposal or Transmittal Letter.**

6.2.1 Transmittal Letter (Section A)

The Transmittal Letter shall be written on the Contractor's official business letterhead stationery. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively in response to this RFP. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work proposed. It must include the following in the order given:

1. An itemization of all materials and enclosures being forwarded in response to the RFP
2. A statement certifying that the proposal disk's have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the Contractor (by amendment issue date), to warrant that the Contractor is aware of all such amendments in the event that there are any; if none have been received by the Contractor, a statement to that effect must be included
4. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal
5. A statement that certifies pricing was arrived at without any collusion or conflict of interest.

The original of the Transmittal Letter shall be submitted in a separate, sealed envelope inside the package containing proposal disks. PDF versions of the Transmittal Letter must be included in the Technical proposal.

6.2.2 Technical Proposal Required Forms (Section B)

Please include the following completed forms in this section. Additional required forms are discussed in sections 6.2.5, 6.2.6 and 6.2.7.

Certification Sheet and Statement of Compliance

Exhibit B: These are forms in which the Contractor must certify certain required compliance provisions.

Mandatory Submission Requirements Checklist
Exhibit F: This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, DHSS reserves the right to waive minor irregularities and minor instances of non-compliance.

Contractor Contact Information
Exhibit J: This form must be completed and signed by prospective Contractors.

6.2.3 Executive Summary (Section C)

Contractor shall present a high-level project description to give the evaluation team and others a broad understanding of the technical proposal and the Contractor's approach to this project. This should summarize project purpose, key project tasks, a high level timeline, key milestones, and qualifications of key personnel, along with subcontractor usage and their scope of work. A summary of the Contractor's corporate resources, including previous relevant experience, staff, and financial stability must be included. The Executive Summary is limited to a maximum of ten (10) pages.

6.2.4 Contract Management Plan (Section D)

Contractor shall describe the overall plan and required activities in order to implement the project within the budget and described schedule. This should include descriptions of management controls, processes and reporting requirements that will be put into place to ensure a smooth administration of this project.

G. High-Level Draft Baseline Project Plan (Section D.1)

As part of the proposal, Contractor must create a high-level draft baseline project plan with the following information:

- Tasks, subtasks, dependencies, key dates including proposed dates for deliverable submission, DHSS deliverable approval, Federal deliverable approval (if required) and proposed payment milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire project
- A separate organization chart with staff names & functional titles
- Description at the subtask level including duration and required staff resources (contractor vs. DHSS) and hours
- Resource staffing matrix by subtask, summarized by total hours by person, per month.

The project plan must be in Microsoft Project (mpp) format. Contractor must also discuss procedures for project plan maintenance, status reporting, deliverable walkthroughs, subcontractor management, issue tracking and resolution, interfacing with DHSS staff and contract management.

See Project Plan Template in Information Technology Publications link in Exhibit C for a sample project plan in mpp format.

This provides the general format that Contractor must follow when constructing the project plan. Project plan must reflect each deliverable and milestone in the specified format. Review periods as specified in the RFP must be built into the project schedule. As applicable, federal review timeframes must be included as project tasks. Serial deliverable review periods must be shown - the best way to do this is to link the "DHSS Review of Deliverable" task with the prior deliverable's review task. The project plan is a critical deliverable and must reflect all dependencies, dates and review periods. If the plan has unresolved issues, DHSS will not approve the initial milestone payment.

A detailed, updated project plan will be created after contract signature and will serve as the initial deliverable and baseline project schedule. This is a critical milestone task and all subsequent work will be dependent on the formal DHSS approval of the initial milestone. **Until formal DHSS approval of this milestone, no other billable work on this project should take place. Unless otherwise extended by DHSS, a Baseline Project Plan must be submitted for DHSS approval within one month of the project start date. <u>If there is no Baseline Project Plan submitted by this date, DHSS at its sole option may choose to take remedial action up to and including termination of the contract.</u>** Therefore it is critical that this task be completed and approved as soon as possible. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. It will be the contractor's responsibility to provide complete and accurate backup documentation as required for all document deliverables. **The project plan is a living document and it must be updated and presented as part of the periodic status report to accurately reflect current project timelines and task progress. This is mandatory. The updated project plan must include the baseline start and end dates as columns alongside the current task start and end dates. If there are modifications to the project scope, there is a formal DHSS change request process for review and approval of these requests. Approved change requests must result in the addition of a re-baselined project plan as a project deliverable due within one month of signature of the contract amendment.**

Status reports and project plans will be archived as part of the project artifacts in a central controlled Microsoft SharePoint environment.

Contractor staff expertise in MS Project is critical for proper construction and maintenance of this plan.

NOTE: All of the application deliverables are described at a module level. The project plan must be detailed and include items such as:

- Project Kickoff Meeting
- Technical Briefing with IRM Staff
- Status meetings
- Functional Requirements JAD sessions
- Functional Requirements Deliverable (FRD) *

- Detailed System Design (DSD) JAD sessions
- DSD deliverable *
- User manual or on-line help *
- Systems documentation, as required *
- Training plan including test scripts *
- User Acceptance Testing *
- Production implementation *
- Conclusion of Warranty *

For the items shown with an asterisk above, the plan needs to provide time for DHSS review and approval.

6.2.5 Project Requirements (Section E)

Contractor must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 4. Address bulleted and titled requirement paragraphs within subsections as “Bullet n” and “Paragraph Title” respectively. Please address DHSS staffing considerations in subsections where staffing is mentioned. Please complete **Crosswalk of RFP Section 4** form (Exhibit G) and include in this section.

6.2.6 Staff Qualifications and Experience (Section F)

Contractor shall submit a staff skills matrix in their own format to summarize relevant experience of the proposed staff, including any subcontractor staff in the areas of:

- Technical project management
- Planning
- Requirements Analysis

Additionally, Contractor shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Contractor and subcontractor staff shall be separately identified. Contractor staff requirements will be addressed as outlined in subsection 4.1. Resumes will be formatted as outlined in Exhibit D and included in this section of the proposal. Contractor must also provide an organization chart of all proposed staff.

If subcontractors are being proposed, then include the name and address of each sub-contractor entity along with an organization chart indicating staffing breakdown by job title and staff numbers on this project. This organization chart must show how the individual subcontractor entity will be managed by your firm as the primary contractor. Any sub or co-contractor entity(s) proposed will need prior approval by DHSS before the contract is signed. If proposing no subcontractors, please state in this proposal section “**No subcontractors are being proposed as part of this contract**.” Please refer to RFP Exhibit A for subcontractor standards.

6.2.7 Firm Past Performance and Qualifications (Section G)

Contractor shall describe their corporate experience within the last five (5) years directly related to the proposed contract. Also include experience in:

- Other government projects of a similar scale

Experience of proposed subcontractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide name, address and phone number for an administrative or managerial customer reference familiar with the Contractor's performance. Please use the **Contractor Project Experience** form (Exhibit H) to provide this information in this section.

Provide an example of an actual client implementation plan, similar in magnitude to the ***Care Coordination Platform***, including staff, dates, milestones, deliverables, and resources.

6.2.8 Policy Memorandum Number 70 (Section H)

Please review DHSS Policy Memorandum Number 70. The link to this document is in Exhibit C. If your firm has a written inclusion policy/plan, please include it in this section.

If your firm does not have an inclusion policy/plan, please respond to this section as follows, "**Contractor does not have an inclusion policy/plan**".
The response to this section will have no impact on the scoring of your proposal.

6.2.9 RFP Attachments (Section I)

Please place the completed RFP Attachments in this section of the proposal.

6.3 Business Proposal Contents

The business proposal will contain all project costs along with evidence of the Contractor's financial stability.

6.3.1 Project Cost Information (Section A)

Contractor shall provide costs for the project as outlined in Exhibit E.

In completing the cost schedules, rounding should not be used. A total must equal the sum of its details/subtotals; a subtotal must equal the sum of its details.

The Total Project Cost shown in Schedule E1 <u>must</u> include <u>all costs</u> that the selected Contractor will be paid by DHSS under this contract.

See the Deliverable Cost Schedule Template in Information Technology Publications link in Exhibit C for a sample file in xls format.

Cost information must <u>only</u> be included in the Business Proposal. <u>No cost</u> information should be listed in the Technical Proposal.

6.3.2 Software and Hardware Information (Section B)

In a separate document of the Business Proposal entitled "Software Licensing Structure" list each module and each third party software application listed in either Schedule E1 or Schedule E4. Describe what required (or optional) functions from section 4 that the particular module or application includes. Discuss the licensing structure (per seat, concurrent user, site, etc.) for each.

On a separate page of the Business Proposal entitled "Hardware Description" list each hardware item listed in either Schedule E1 or Schedule E5. Provide a description of its function and a detailed component list.

All licenses must be in the name of the State or DHSS and at a minimum must provide for separate development, test and production environments.

a) Procurement Instructions

Contractor will work with a State approved hardware/software contractor(s) to develop and verify the specifications for project hardware and software. The State approved contractor will send the Contractor a product specifications list, without cost information, for confirmation. The Contractor will submit the confirmed list to DHSS and DHSS will request a quote from the contractor(s). The State approved contractor will develop the quote using these specifications and send this to DHSS. The Division will process the purchase (order) as normal, using project funds. This will ensure the products are in the State or DHSS' name and are added to our current agreements.

6.3.3 Contractor Stability and Resources (Section C)

Contractor shall describe its corporate stability and resources that will allow it to complete a project of this scale and meet all of the requirements contained in this RFP. The Contractor's demonstration of its financial solvency and sufficiency of corporate resources is dependent upon whether the Contractor's organization is publicly held or not:

- If the Contractor is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports and financial statements, a recent Dun and Bradstreet credit report, and the name, address, and telephone number of a responsible representative of the Contractor's principle financial or banking organization; include this information with copy of the Technical Proposal and reference the enclosure as the response to this subsection; or
- If the Contractor is not a publicly held corporation, the Contractor may either comply with the preceding paragraph or describe the bidding organization, including size, longevity, client base, areas of specialization and expertise, a recent Dun and Bradstreet credit report, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate a determination about the stability and financial strength of the bidding organization; also to be provided is a bank reference and a credit rating (with the name of the rating service); and
- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

This level of detail must also be provided for any subcontractor(s) who are proposed to complete at least ten (10) percent of the proposed scope of work.

The requirements from RFP Section III.B General Evaluation Requirements must be addressed and consolidated into this section.

7 Terms and Conditions

The following provisions constitute the terms and conditions of the contractual agreement between DHSS and the Contractor. This section contains terms and conditions specific to this RFP. The general terms and conditions are contained in Exhibit A.

7.1 Professional Services Agreement (PSA or Contract) Composition

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. DHSS will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State.

The term "Contract Documents" shall mean the documents listed in this section that constitute the Contract between DHSS and the Contractor. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

1. Professional Services Agreement
2. Agency/Division Contract Requirements
3. Signed Business Associate Agreement ***[As applicable]***
4. Signed CSA and/or DUA ***[As applicable]***
5. Contract Addenda ***[Architectural diagram(s), revisions to the project requirements and additional language resulting from contract negotiations must be attached to the contract as contract addenda]***
6. RFP Addenda ***[DHSS responses*** **to contractor** ***questions and RFP updates if needed are published as RFP Addenda]***
7. Published RFP
8. Amendment(s) to Contractor Proposal ***[As applicable]***
9. Contractor Proposal
10. Other Ancillary Documents

7.2 Payment for Services Rendered

Services will be bound by a **firm fixed price contract**. The firm fixed price will be the Total Project Cost shown in Schedule E1 (Exhibit E). Based upon the

contractor's satisfactory completion and formal DHSS approval of the identified scheduled payment milestones, the Contractor may invoice DHSS. In the event that DHSS and contractor agree to a project scope modification that involves a change (increase or decrease) to the firm fixed price, a contract amendment will be executed to account for the modification to the firm fixed cost along with any other changes required to the project artifacts.

7.3 Contractor Personnel

At any time and at its sole discretion, DHSS shall have the right to require the Contractor to remove any individual (either Contractor or subcontractor) from his/her assignment to this contract if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. DHSS will notify the Contractor of this issue in writing and Contractor will immediately comply. DHSS shall not be invoiced for any further work by this individual after this notification. If the Contractor must make a staff substitution for whatever reason, a staff person with equivalent or better qualifications and experience will be proposed to DHSS as soon as possible. This proposed candidate will be subject to the same qualifying procedures as the original candidate. The DHSS Project Director and Project IRM Manager must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor’s choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the proposed replacement staff member can be approved and can assume the vacated position immediately upon its vacancy.

7.4 Funding

This contract is dependent upon the appropriation of the necessary funding.

DHSS reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet its funding limitations and processing constraints.

7.5 Confidentiality

The contractor shall safeguard any client information and other confidential information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require.

7.6 Contract Transition

In the event DHSS awards the contract to another Contractor, through contract expiration or termination of this contract, the Contractor will develop a plan to facilitate a smooth transition of contracted functions either back to DHSS or to another Contractor designated by DHSS. This transition plan must be approved by DHSS.

7.7 Professional Services Agreement (PSA) Template

This is the statewide template which is the basis for the contract with DHSS. The link to this document is in Exhibit C. Bidders are instructed to review this document. All provisions in this template are to be treated as mandatory. Any exceptions to the PSA must be listed (along with the RFP exceptions) in the RFP Exception Form (Attachment 3).

7.8 Contract Amendments

If it will be necessary to amend the contract, the State will provide requirements to the contractor and the contractor will provide a proposal in response to those requirements. Contractor may be bound to rates detailed in a prior contract. Contractor will attach to their proposal a current copy of the Delaware business license along with signed copies (as applicable) of the DTI CSA and DUA and a signed copy of the State BAA.

7.9 Miscellaneous Requirements

8 Exhibits

Exhibits referenced in this RFP are included in this section. The following are included for the Contractor's use in submitting a proposal.

b) A. General Terms and Conditions

c) B. Certification Sheet and Statement of Compliance

d) C. Website Links

e) D. Key Position Resume

f) E. Project Cost Forms

g) F. Mandatory Submission Requirements Checklist

h) G. Crosswalk of RFP Section 4

i) H. Contractor Project Experience

j) I. Deliverable Acceptance Request (DAR)

k) J. Contractor Contact Information

l) K. Criminal Background Check Instructions

The following Exhibits must be completed by Contractor and provided as instructed below.

- Exhibits B, D, F, G, H - Include in the Technical Proposal.
- Exhibit J - Email to the following RFP Lead address on or before the date of the Proposal submissions.

Dominique Puleio
Dominique.puleio@delaware.gov

- Exhibit E - Include in the Business Proposal.

(a) Exhibit

A. General Terms and Conditions

General Terms and Conditions

m) The following provisions are applicable to all DHSS RFP's

1) Investigation of Contractor's Qualifications

The State of Delaware may make such investigation as it deems necessary to determine ability of potential contractors to furnish required services, and contractors shall furnish the State with data requested for this purpose. The State reserves the right to reject any offer if evidence submitted or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver services.

2) Certifications, Representations, Acknowledgments

Using Exhibit B, bidding contractors must certify that:

- They are a regular dealer in the services being procured.
- They have the ability to fulfill all requirements specified for development with this RFP.
- They have independently determined their prices.
- They are accurately representing their type of business and affiliations.
- They have acknowledged any contingency fees paid to obtain award of this contract.
- They have included in their quotation all costs necessary for or incidental to their total performance under the contract.
- They will secure a Delaware Business License.
- They will secure the appropriate type and amounts of insurance coverage required by the State. Proof of such coverage will be a requirement of the contract.

3) Right to a Debriefing

To request a debriefing on Contractor selection, the Contractor must submit a letter requesting a debriefing to the Procurement Administrator, DHSS, within ten days of the announced selection. In the letter, the Contractor must specifically state the reason(s) for the debriefing. Debriefing requests must be based on pertinent issues relating to the selection process. Debriefing requests based on specifications in the RFP will not be accepted. All debriefing requests will be evaluated in accordance with these conditions. Debriefing requests that meet these conditions will be reviewed and respectively answered by the Procurement Administrator and/or Debriefing Committee.

4) Hiring Provision

Staff contracted to provide the services requested in this RFP are not precluded from seeking employment with the State of Delaware. The contractor firm selected as a result of this RFP shall not prohibit their employees or subcontractor staff from seeking employment with the State of Delaware.

5) Anti Kick-back

The selected contractor will be expected to comply with other federal statutes including the Copeland "Anti-Kickback Act" (18 U.S.C.874), Section 306 of the Clean Air Act, Section 508 of the Clean Water Act , and the Debarment Act.

8) Federal Provisions

- **Americans with Disabilities Act** - This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

- **Royalty-Free Rights to Use Software or Documentation Developed** - The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

- **Drug-Free Workplace Statement** - The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

  a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

  b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

  c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

  d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
  Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such

awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is $25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

9) DHSS Policy Memorandum # 70

Please refer to Exhibit C for the link to this document.

The Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 70, (effective 7/18/2015), and divisional procedures regarding the concept of an inclusive workplace which is accepting of diverse populations in our workforce and actively practices acceptance of diverse populations within our community, through our programs and services we provide to our clients. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM70 process in the Contractor's organization. Documentation of staff training on PM70 must be maintained by the Contractor.

(a) Exhibit

B. Certification Sheet and Statement of Compliance

DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

a. They are a regular dealer in the services being procured.
b. They have the ability to fulfill all requirements specified for development within this RFP.
c. They have independently determined their prices.
d. They are accurately representing their type of business and affiliations.
e. They will secure a Delaware Business License.
f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
k. They (check one) operate ___an individual; _____a Partnership ____a non-profit (501 C-3) organization; _____a not-for-profit organization; or _____for Profit Corporation, incorporated under the laws of the State of_____.

l. The referenced bidder has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services

m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

_____
_____
_____
_____

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.

b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

_____ _____
Date Signature & Title of Official Representative

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

_____
Type Name of Official Representative

PROCUREMENT

STATEMENT OF COMPLIANCE

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

Authorized Signature:_____

Title:_____

Date:_____

(b) Exhibit

C. Website Links (in alphabetical order)

-
  - Business Associate Agreement (BAA)
    http://dhss.delaware.gov/dhss/dms/cmp/files/hipaabp.pdf
  - Cloud Services Agreement
    https://dti.delaware.gov/pdfs/pp/Delaware%20Cloud%20Services%20Terms%20and%20Conditions%20Agreement.pdf
  - Critical Security Controls
    https://www.cisecurity.org/controls/
  - Data Usage Agreement
    https://dti.delaware.gov/pdfs/pp/Delaware%20Data%20Usage%20Terms%20and%20Conditions%20Agreement.pdf
  - DHSS Information Technology Environment Standards
    http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss_it_environment.pdf
  - Enterprise Standards and Policies
    http://dti.delaware.gov/information/standards-policies.shtml
  - Information Technology Publications
    http://www.dhss.delaware.gov/dhss/DMS/itpubs.html
    See section entitled "Supportive Documentation for Bidding on Proposals"
  - Policy Memorandum 70 on Inclusion
    http://dhss.delaware.gov/dhss/admin/files/PM_70.pdf
  - Professional Services Agreement
    http://mymarketplace.delaware.gov/documents/professional-services-agreement.docx?ver=0213
  - Terms and Conditions Governing Cloud Services
    https://webfiles.dti.delaware.gov/pdfs/pp/Terms%20and%20Conditions%20Governing%20Cloud%20Services%20Policy.pdf
    - ***The Professional Services Agreement link on the Agency Bid Process Forms page (Award Documents) at*** *http://mymarketplace.delaware.gov/agency-forms.shtml*

- ***The State Professional Services Request For Proposal Template on the Agency Bid Process Forms page (Bid Documents) at***
  http://mymarketplace.delaware.gov/agency-forms.shtml

(c) Exhibit

D. Key Position Resume

Key Position Resume

Name:_____ Proposed Project Position:_____

Number of years experience in the proposed position:_____

Number of years experience in this field of work:_____

Detail Training/Education
(Repeat the format below for as many degrees/certificates as are relevant to this proposal. Dates between training/education may overlap.)

Degree/Certificate	Dates of Training/Education
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Detail Experience
(Repeat the format below for as many jobs/projects as are relevant to this proposal. Dates between jobs/projects may overlap.)

Job/Project:_____ Position:_____

From Date:_____ To Date:_____

Description of the tasks this person performed in this job/project. Detail any state or government planning projects and specify the role of the person on each project

(d) Exhibit

E. Project Cost Forms

E1. Project Costs by Deliverables & Milestones

Deliverable & Milestone Cost Schedule

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	20% Holdback	Contractor Invoice Amount	Projected Approval Date
1	Deliverable: Baseline Project Plan	C2				
	Deliverable: Document Templates	C3				
	DHSS Approval of Phase 1 **(M1 = 5% of Total DDI Cost)**		SUM(C2:C3)	D4*0.2	D4-E4	M1 Date
2	Deliverable: Business Requirements Document	C5				
	Deliverable: Design Specifications Document	C6				
	DHSS Approval of Phase 2 **(M2 = 10% of Total DDI Cost)**		SUM(C5:C6)	D7*0.2	D7-E7	M2 Date
3	Deliverable: Communications Plan	C8				
	Deliverable: Test Plan	C9				
	Deliverable: Training Plan	C10				
	Deliverable: Implementation Plan	C11				
	DHSS Approval of Phase 3 **(M3 = 15% of Total DDI Cost)**		SUM(C8:C11)	D12*0.2	D12-E12	M3 Date
4	Deliverable: Completed SIT	C13				
	Deliverable: Completed Training Prior to Go-Live	C14				
	Deliverable: Completed UAT	C15				
	DHSS Approval of Phase 4 **(M4 = 25% of Total DDI Cost)**		SUM(C13:C15)	D16*0.2	D16-E16	M4 Date
5	Deliverable: Production System Acceptance	C17				
	DHSS Approval of Phase 5 **(M5 = 45% of Total DDI Cost)**		C17	D18*0.2	D18-E18	M5 Date
6	Deliverable: Conclusion of Warranty	N/A				
	DHSS Approval of Phase 6 **(M6 = 20% of Total DDI Cost)**		N/A	N/A	SUM(E4:E18)	M6 Date
Total DDI Cost		**SUM(C2:C17)**				
Total Ongoing Support Costs For Base Contract Term (*From Cost Schedule E3*)		**$**				
Total Project Cost		**SUM(C21:C22)**				

The milestone cost schedule is designed so that the Contractor does not front-load project costs. Front-loaded costs are a risk to DHSS because in a situation where DHSS must terminate a contract prior to implementation, DHSS will have paid a large portion of the project costs with very little to show for it. The Contractor should assume the cost risk on a project and this will serve as motivation to complete the project so they can be paid the major part of the project costs. The Contractor will likely wish to negotiate the milestone percentages to shift a larger proportion of the project costs to earlier milestones, but it is in DHSS' best interest to give very little. It is advisable not to move more than 10% of the Total DDI Cost to earlier milestones.

Please fill out each of the costs and dates specified above. Computed costs will be in the manner specified. Milestone costs are a specified percentage of the Total DDI cost. Deliverable costs must total to the milestone cost. If DHSS decides to eliminate one or more deliverables from this project, the firm fixed price of the contract would be adjusted by subtracting the cost of the deliverable(s) to be eliminated. Reduction in the scope of an individual deliverable could result in a cost reduction as well. Deliverables that are roughly equal in scope can be swapped in/out in the design phase and maintain the firm fixed price of the contract.

The Total Project Cost shown in Schedule E1 <u>must include all costs</u> that the Contractor will be paid by DHSS under this contract. <u>The Total Project Cost figure constitutes the firm fixed price of the contract.</u>

Deliverables and milestones in the project cost schedule above will be identified in the Baseline Project Plan deliverable along with the projected date of DHSS approval.

Contractor must complete the **Projected Date** column for each milestone and the dates must correspond to the dates provided in the high level project plan.

Holdbacks are mandatory for every milestone with the exception of the final phase milestone. <u>Holdbacks cannot be modified except by contractual agreement.</u>

Milestone Cost Breakdown

- Mn = Total Cost for Phase n deliverables – 20% holdback
- M6 = Sum of M1 – M5 holdbacks

Costs for each task/deliverable listed must be specified along with the total cost of all tasks/deliverables in each specified phase. Please check all figures for accuracy.

DDI costs will be invoiced only through identified milestones upon formal approval by the Division and IRM. DDI invoicing by any other manner is prohibited except by prior written consent of DHSS. As applicable, approved change orders shall be bundled into a single deliverable that will be added to the Phase 5 milestone in Schedule E1. The milestone cost, milestone holdback and

invoice amount would be adjusted accordingly. This milestone would be invoiced via the prescribed process.

Software will be acquired by DHSS in the State's or DHSS' name. Estimated total costs are only to be included in Schedule E4.
Hardware will be acquired by DHSS in the State's or DHSS name. Estimated total costs are only to be included in Schedule E5.

E2. Schedule of Rates for Project Staff

Contractor is to list the fully loaded hourly rate for each person bid. These rates will be binding and will be used to estimate costs in the event of a change in project scope. A fully loaded hourly rate is an hourly rate that encompasses all costs to the Contractor for providing additional services to DHSS as necessitated by for additional tasks not covered under the scope of this contract. Costs included in this rate would be salary, overhead, lodging, travel, supplies, incidentals, etc. This rate would be used to apply against the hours estimated for each additional task proposed such that Task Hours * Rate = Task Cost.

Job Title	Name	Fully Loaded Hourly Rate

Please specify the ACA Safe Harbor Additional Fee and the basis separately on this cost form.

E3. Ongoing Support Cost Schedule

Ongoing support costs are to be listed in the following schedule. Total costs are to be capped at a ***n***% inflation rate per year. Support costs may be categorized separately (i.e. Hosting, Tier 2 Support, Maintenance (up to n hours), etc.) or Contractor may choose to bid a single all-inclusive total support cost per year. Contractor will detail in this section what their responsibilities will be for ongoing support. Years ***1 – 3*** are included in the firm fixed price of the contract. DHSS may choose to amend the contract for ***2*** additional years (in one year increments) of support at its sole discretion.

Year 0 consists of the support cost during the warranty timeframe.

Ongoing Support Costs

Cost Category	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Category 1						
Cost Category 2						
Cost Category n						
Total						

Total Ongoing Support Costs For Base Contract Term (Years 0 – *n*):

$ _____

Estimate of the number of hours required to apply the DHSS customization features to new releases:
_____.

Include a single fully loaded hourly rate which will apply to future customization beyond what is within the scope of this contract:
$ _____

E4. DHSS Purchased Third Party Software Schedule

Please list all third party software products required for DDI through M&O. These licenses are for DHSS staff and users only. Contractor licenses are not to be included in this list. DHSS is not responsible for purchasing Contractor developer licenses. DHSS will purchase all software licenses on this list. Only new software or additional licenses for existing software being proposed for this project will be listed here. If the proposed software solution comprises multiple separately-costed modules, please list them separately here. DHSS will purchase the software licenses from a third party, not the Contractor. The software listed here will be evaluated by DHSS technical staff for compliance with State standards.

Software Description/Name	Version Number	# of Licenses	Required After Go-Live? (Y/N)

Total Estimated DHSS Purchased Third Party Software Cost **$**
_____

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS understands that with licensing costs can vary depending on GSA pricing, licensing structure and individual purchasing agreements. This cost figure will be used as part of estimating the total project budget when justifying project costs for the State Office of Management and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

E5. DHSS Purchased Hardware Schedule

This is a hardware summary schedule with a total estimated cost. Only new hardware or upgrades to existing hardware being proposed for this project should be listed here. This list of hardware will be evaluated by DHSS technical staff for compliance with DHSS standards. DHSS will purchase the hardware from a third party, not the Contractor.

Hardware Description/Name	Quantity

Total Estimated DHSS Purchased Hardware Cost **$** _____

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS understands that hardware costs can vary. This cost figure will be used as part of estimating the total project budget when justifying project costs for OMB and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

Note: If no additional DHSS purchased hardware is necessary for the proposed solution, please put “N/A” in the first cell in this table.

(e) Exhibit

F. Mandatory Submission Requirements Checklist

Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted in the correct number of disk copies containing the Technical and Business proposals	6.1	
Each proposal disk is labeled correctly	6.1	
The proposal contains a single solution in terms of this project	6.1.4	
Contractor/Proposed Subcontractor has appropriate project experience	6.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal media has been scanned and are free from viruses and other malicious software.	6.2.1	
Contractor Agrees to Comply with the provisions specified in the General Terms and Conditions	Exhibit A	
Completed Project Cost Forms	Exhibit E	
Firm fixed price contract proposed	7.2	
Proposal includes required resumes	6.2.6 & Exhibit D	
Technical proposal is submitted with a completed, duly signed and dated copy of the Mandatory Submission Requirements Checklist	6.2.2 & Exhibit F	
Completed Crosswalk of RFP Section 4	6.2.5 & Exhibit G	
Completed Contractor Project Experience Form	Exhibit H	
Completed Contractor Contact Information Form	Exhibit J	
Compliance with HIPAA Regulations & Standards	4.3	
DHSS-Specific Security Requirements	4.4.5	
The Project Plan, Templates, BRD, DSD, Acceptance in Prod & Conclusion of Warranty are listed as project deliverables	4.11	

ACA Safe Harbor Additional Fee and basis have been specified in Exhibit E2.	Exhibit E2	
Include this mandatory requirement as applicable Contractor confirms that PII and/or ePHI is <u>either</u> encrypted at rest OR that they intend to purchase Cyber Liability Insurance.	4.4.4.1.1	
Include this mandatory requirement as applicable Contractor acknowledges that they have reviewed the CSA and DUA documents	4.4.4.1	
The Contractor has a Supplier Diversity plan currently in place. *Note: The response to this statement, while mandatory, will have no effect on the evaluation of the* Contractor *proposal.*	Exhibit F	
The Contractor has diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors. *Note: The response to this statement, while mandatory, will have no effect on the evaluation of the* Contractor *proposal.*	Exhibit F	
Does the Contractor have a written inclusion policy/plan currently in place? If "Yes", it is required that a clearly identifiable copy of the inclusion policy/plan be attached to your proposal as instructed in RFP Section 6.2.8. *Note: The response to this statement, while mandatory, will have no effect on the evaluation of the* Contractor *proposal.*	6.2.8	

_____

Signature of Authorized Representative

_____ _____

Date

Title / Company

(f) Exhibit

G. Crosswalk of RFP Section 4

Crosswalk of RFP Section 4

RFP Section	Proposal Section Number	Proposal Page Number
4 Contractor Responsibilities/Project Requirements		
4.1 Staffing		
4.2 Project Management		
4.3 Requirement To Comply With HIPAA Regulations and Standards		
4.4 Requirement to Comply with State Policies and Standards		
4.5 Reporting		
4.6 Performance		
4.7 Degree of Customization		
4.8 Backup and Recovery		
4.9 Disaster Recovery		
4.10 Specific Project Tasks		
4.11 Deliverables		
4.12 Project Expectations		

This crosswalk links the numbered RFP sections to the sections and page numbers of the Contractor's proposal. Contractor must complete this crosswalk completely for each numbered section in Section 4.

(g) Exhibit

H. Contractor Project Experience

Delaware Health and Social Services

Contractor Project Experience

Client	
Contact Name	
Telephone No.	
Location Street Address/City State/ZIP	
Location City/State	
Type of Facility	
Comparable Project Experience	
Current Status (WIP/Complete)	
Original Budget	
Completed Budget	
Original Schedule	
Completed Schedule	
Comments:	

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

Use one page per client. All clients will be used as references and all projects must be completed or work in progress. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer reference familiar with the Contractor's performance.

(h) Exhibit

I. Deliverable Acceptance Request (DAR)

DELAWARE HEALTH AND SOCIAL SERVICES

Deliverable Acceptance Request (DAR)

Division Name:	
Project Name:	
Project Phase:	
Project Manager:	
Contractor:	
Contractor Project Manager:	

Deliverable Name:	
Delivery Date:	
Expected Date of Response:	
Actual hours worked and Cost incurred:	

Narrative of findings:

Division Program Name:	**Signature:**	**Date:**

Div. IT Liaison Name:	**Signature:**	**Date:**
IRM Name:	**Signature:**	**Date:**

(i)

(j) Exhibit

J. Contractor Contact Information

Delaware Health and Social Services
Request for Proposal

Contractor Contact Information

The following information must be filled out and brought to the mandatory pre-bid meeting. If no pre-bid meeting is being held, please submit this according to the instructions in Section 8.

Multiple contacts may be specified.

Contractor Contact(s)

Contact Name	
Email Address	

Authorized Contractor Representative

Printed Name	
Signature	
Phone Number	
Email Address	

(k) Exhibit

K. Criminal Background Check Instructions

Appendix C

Contract No. HSS-20-041

Contract Title: COMPREHENSIVE CARE COORDINATION PLATFORM
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[2]
- Delaware Treatment and Referral Network
- Discharge from Services
- Discharge Transition Practices Guidelines
- Housing Policy
- Human Subjects Review Board
- Inclusion

[2] 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.

- 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
- 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 D – Business Proposal Requirements

Contract No. HSS-20-041

Contract Title: COMPREHENSIVE CARE COORDINATION PLATFORM

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 D-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.

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

Appendix D-1 Budget Workbook Instructions

THESE INSTRUCTIONS ARE ASSOCIATED WITH THE BUDGET WORKBOOK ASSIGNED TO
RFP/CONTRACT NUMBER: **HSS-20-041**
PROGRAM/SERVICE: Comprehensive Care Coordination Platform

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 n the proposed budget in the Budget Workbook. These are enumerated later in this procurement.

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.

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.

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.

2.3 A complete budget workbook must be submitted as part of the Request for Proposal (RFP) Appendix D-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 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. <u>Budget Worksheet</u>

	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 D-3**	**Travel and Training Expenses**
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. <u>This rate cannot exceed the State of Delaware's maximum allowable of forty cents ($0.40)</u> 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 D-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 D-4 — Contractual

6.4.1 Line 16 — Line 16 is the sum of Lines 17 through 32. The values for this line are automatically calculated.

6.4.2 Line 17 Rent — Enter the cost of space rental under appropriate funding stream(s). Use the Budget Narrative C-4 Rent to identify each space rented, the square footage and the cost per square foot.

6.4.3 Lines 18-24 Electricity, Heat, Telephone/Internet, Utilities (Other), Printing/Advertising, Postage, Insurance — Enter the cost for each line item under appropriate funding stream(s).

6.4.4 Line 25 Repairs — Enter the cost of repairs under appropriate funding stream(s). Use the Budget Narrative C-4 Repairs to describe the proposed repairs and the need for them.

6.4.5	Line 26 Audit	Enter the cost of Audit under appropriate funding stream(s). Use the Budget Narrative C-4 Audit to describe what audit fees and what percent of the audit fees agency is allocating to the project expense.
6.4.6	Lines 27-32 Other (specify)	Use this line if you need to specify additional Contractual Costs. In the Column B, instead of Other (specify), enter the name of the contractual budget line item and enter the cost of that line item under appropriate funding stream(s).
6.5	**Section D5**	**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 D6**	**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 D7**	**Indirect Costs** Explain how Indirect Cost was determined.
6.8	**Section D8**	**Total Budget** The values for this line are automatically calculated.

7. Budget Narrative

Budget Narrative Supplement Note:

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

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

7.1 D1

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 D2

Staff Fringe Benefits

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

Complete the Fringe Benefits Classification table.
Example:

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

7.3 D3

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.
7.4	**D4**	**Contractual**
7.4.1	Rent	Identify the square footage and the cost per square foot for **each space rented**. Example: Sq. Footage x Cost/sq. ft. = Total 2000 sq. ft. x $10/sq. ft. = $20,000 In Cell called "Total Months Charged to Rent" enter the total months included in the contract. If this budget is for the entire year, the total months entered should be twelve (12). If this contract budget is for a shorter or longer period than a year, agency must enter the total months included in the budget. In the Additional Narrative portion, please explain how the rent was determined and allocated to the project.
7.4.2	Electricity Heat Telephone/Internet Utilities (Other) Printing/Advertising Postage Insurance	Explain how these costs were determined and allocated.
7.4.3	Repairs	Describe the proposed repairs and the need for them.
7.4.4	Audit	Explain how these costs were determined and allocated to the program.
7.4.5	Other (Specify)	Identify and explain each cost.
7.5	**D5**	**Supplies**

7.5.1	Office Supplies Program Supplies Janitorial Supplies Building Supplies Medical Supplies	Explain how these costs were determined and allocated.
7.5.2	Other (Specify)	Identify and explain each cost.
7.6	**D6**	**Equipment & Other Direct Costs** If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.
7.6.3	Other (Specify)	Identify and explain each cost.
7.7	**Column E**	**Other Resources** Explain what the other resources are and how they are allocated to this project.
7.8	**D7**	**Indirect Costs** Explain how Indirect Cost was determined
7.9	**D8**	**Total Budget** The values for this line are automatically calculated.

Appendix D-2 Budget Workbook

Please see attached Excel workbook.

Appendix D-3 – RFP Financial Survey

Contract No. HSS-20-041

Contract Title: COMPREHENSIVE CARE COORDINATION PLATFORM
NAME OF APPLICANT AGENCY: Click here to enter text.

C. Organization Information

1. Nature of Business

a. Organization type:

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

☐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)	☐	☐
b.	Fidelity Bond	☐	☐
c.	Insurance Policies for property:		
	Liability	☐	☐
	Vehicle	☐	☐
d.	Malpractice/Liability insurance to protect agency/staff against lawsuits brought by recipients of services	☐	☐
e.	IRS Form 501C − Tax Exempt Status	☐	☐
f.	IRS Form 4029 − Application for Exemption form Social Security and Medicare Taxes and Waiver of Benefits	☐	☐
g.	IRS Form 990 − Return of Organization Exempt from Income Tax	☐	☐
h.	IRS Form 941 − Employer's Quarterly Federal Tax Return	☐	☐
i.	Delaware Annual Franchise Tax Report	☐	☐
j.	Delaware Forms (VCE − UC8A) W1−W3 Report of State Withholding	☐	☐
k.	Contracts for Purchased Services (i.e., Rent, etc.)	☐	☐
l.	Delaware Business License	☐	☐

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

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?

☐ 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

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	☐
Identification number of item (serial number, model)	☐
Purchase or acquisition date	☐
Purchase Price	☐
Source of funds for purchase	☐
% of Federal Participation in Property Costs (if applicable)	☐
Condition of item	☐
Location of item	☐
Date of loss, destruction, or disposition of item	☐
Fair Value of Property at loss, destruction, or disposition	☐

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: _____

4. Date: ___/___/___

Appendix E – Divisional Requirements

Contract No. HSS-20-041

Contract Title: COMPREHENSIVE CARE COORDINATION PLATFORM
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 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:

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-20-041** –Attachment 1

Vendor Response to **HSS-20-041**

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

1. 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.

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

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.

(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 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 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.

(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 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: ___/ /___

Appendix F – Professional Service Agreement

Contract No. HSS-20-041

Contract Title: COMPREHENSIVE CARE COORDINATION PLATFORM

The Professional Service Agreement template can be found at the following link: Professional Services Agreement.

Appendix G Behavioral Services

Program	Description
23 Hour Detox Observation	Outpatient service which provides medically supervised evaluation, withdrawal management, and referral services for up to 23 hours.
ACT	ACT helps to reduce the symptoms of severe mental problems by enhancing a person's quality of life. Coping skills help individuals strengthen their own self-determination and independence to, in turn, promote the development and support network that keeps them engaged in a healthy life. Psychiatric and medical care, substance abuse treatment, 24/7 crisis management, daily living assistance, help in obtaining and keeping housing, community integration, family support, psychoeducational services, and helping with job placement and employment are all key components of ACT therapy programs. Almost all care takes place in the home of the person who is being treated by psychiatrists, nurse practitioners, nurses, master-level clinicians, substance abuse counselors, employment and peer specialists, case managers, and support staff.
Ambulatory Detox	Outpatient service which provides medically supervised evaluation, withdrawal management and referral to services. This level of care has continual availability.

Co-Occurring Disorders Treatment	For those who have both mental health conditions and substance use disorders, an integrated assessment and treatment plan is key to providing the right path to recovery. This program is for those who have been assessed with co-occurring conditions and addresses both, using interconnected, combined strategies to lower relapse rates and foster long-term mental health. Both conditions receive the same level of attention during the rehabilitation process. The care team is specially trained to address co-occurring disorders, and strategies may include receiving care through outpatient, residential, or individual programs, dependent on the person's individual diagnosis and needs.
Geriatric-Related Services	Treatment for older people who have age-related diseases with resources specifically for those individuals who are struggling with diseases such as Alzheimer's and dementia, and for their caregivers.
Group Homes	Group Homes Offer community-based treatment in a residential setting to people who need both mental health services and assistance with daily living skills, meals, paying bills, transportation, and treatment management. Residents typically have a bed, dresser and closet space, and share other spaces such as bathrooms and living areas. Services take place on-site with the primary goal of reducing inpatient hospitalizations and maximizing quality of life.
Inpatient Psychiatric Hospitals (IMD)	Inpatient hospitals are for individuals experiencing acute behavioral health symptoms who need intensive care. Stabilization, therapy, and support services are provided in an acute care environment by a team that includes psychiatrists, nurses, psychologists, and social workers. Patients are evaluated, diagnosed, and treated for a variety of conditions, including psychotic, mood, substance-related, and personality disorders.
Inpatient Withdrawal Management	Medical detoxification usually takes place in a hospital or clinical setting and involves receiving medication and close supervision by physicians, nurses, or other trained healthcare professionals. Non-medical detoxification is different in that no medication is administered during the detoxification process unless previously prescribed and verified. Inpatient treatment is the preferred option for those looking to get away from their current temptations and focus completely on sobriety with no distractions. Inpatient is very similar to short-term residential treatment, but usually takes place in a clinical or hospital setting, and care is provided by more clinicians and healthcare professionals.
Intensive Case Management	ICM offers services for those who have serious, persistent mental illness. Using a team-based approach, individuals are offered support and care to help maintain their own living arrangements, develop plans to enhance their life skills, and address their medical and mental health needs. Care is personalized to apply specifically to each individual's circumstances, desires, and needs. This coordinated approach to treatment, rehabilitation, and support is available for an indefinite period of time.

Intensive Outpatient Treatment	An alternative to inpatient or residential treatment is intensive outpatient treatment. People attend very intensive and regular treatment sessions multiple times a week early in their treatment for an initial period. Individuals can continue to work and live at home. After completing intensive outpatient treatment, individuals often step down into regular outpatient treatment which meets less frequently and for fewer hours per week to help sustain their recovery.
Medication-Assisted Treatment	OTP (opioid treatment program) and non-OTP includes medication prescription and management for the treatment of substance use disorders in conjunction with counseling or other treatment services. Common medications include buprenorphine (e.g. Suboxone, Subutex), methadone, naltrexone (e.g. Vivitrol), Campral and disulfiram. MAT can also be used in withdrawal management. These services can be provided on an outpatient basis by a primary care physician. Medications reduce the cravings and other symptoms associated with withdrawal from a substance by occupying receptors in the brain associated with using that drug (agonists or partial agonists), block the rewarding sensation that comes with using a substance (antagonists), or induce negative feelings when a substance is taken.
Outpatient Counseling	Counseling can be provided at the individual or group level. Individual counseling focuses on reducing or stopping substance use, skill building, adherence to a recovery plan, and social, family, and professional/educational outcomes. Group counseling is often used in addition to individual counseling to provide social reinforcement for pursuit of recovery.
Outpatient Psychiatry	Medical doctors who specialize in psychiatry provide evaluation, diagnosis, and treatment — often involving medication. Psychiatrists may refer patients to outpatient therapy, depending on the severity of the condition and the personalized treatment approach that is recommended.
Partial Hospitalization	An alternative to inpatient or residential treatment is partial hospitalization. This service provides intensive and structured individual and group substance use disorder treatment for individuals with substance use and moderate to severe co-occurring mental health disorders. Patients must receive at least 20 hours per week of clinically directed services. After completing partial hospitalization, individuals often step down into regular outpatient treatment which meets less frequently and for fewer hours per week to help sustain their recovery.
Psychiatric Inpatient	Detoxification and treatment is provided in an inpatient setting as described about. These facilities have a broader behavioral health focus and treat individuals with co-occurring mental health conditions.

Recovery Housing	Recovery Housing refers to safe, healthy, and substance-free living environments that support individuals in recovery from addiction. While recovery residences vary widely in structure, all are centered on peer support and a connection to services that promote long-term recovery. Recovery housing benefits individuals in recovery by reinforcing a substance-free lifestyle and providing direct connections to other peers in recovery and recovery services and supports. Many residents live in recovery housing during and/or after outpatient addiction treatment. Length of stay is self-determined and can last for several months to years.
Recovery Support Services	Services provided to an individual and/or their families to help stabilize and support recovery. Supportive services may include employment services, anger management classes, recovery mentoring/relapse prevention management, peer recovery coaching, care coordination, access to childcare, transportation, sober housing, and other support.
Residential	Programs offering inpatient support through a combination of clinical and recovery-focused services to individuals experiencing cognitive impairment due to a co-occurring (mental health and substance abuse) disorder.
Residential Co-occurring	Residential treatment program for adults with co-occurring disorders.
Residential Young Adult	Program supports young men and women in a residential setting that is a drug free communal atmosphere.
Sober Living	A stable residential setting with services and supports for those with a substance use or co-occurring condition to help reach recovery goals and reintegration into the community.
Substance Use Treatment	Focus on helping individuals change their behaviors in a highly structured setting. Short-term treatment is considered to be any length of time less than 90 days and can be as little as a few weeks. Shorter term residential treatment is more common, and typically has a focus on detoxification (also known as medically managed withdrawal) as well as providing initial intensive treatment, and preparation for a return to community-based settings. Longer-term residential treatment has lengths of stay that can be as long as six to twelve months and is uncommon.
Variable Stay Detox	24/7 Detox service that provides intensive level of care to achieve stabilization and supported transition to less intensive levels of care.