

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TARGETED CASE MANAGEMENT  
ISSUED BY DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES  
CONTRACT NUMBER RFP: HSS-21-047 TARGETED CASE MANAGEMENT**

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**I. Overview**

The State of Delaware Department of Health and Social Services, Division of Developmental Disabilities Services, seeks professional services to Targeted Case Management (TCM) and related services for Individuals With Intellectual and Developmental Disabilities who live in their own home or their family home. The individuals who will deliver TCM will be called "Community Navigators". 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: <a href="#">August 2, 2021</a>
Deadline for Questions	Date: <a href="#">August 16, 2021</a>
RSVP for Pre-Bid Meeting (if applicable)	Date: <a href="#">August 30, 2021</a>
Pre-Bid meeting (if applicable)	Date: <a href="#">September 15, 2021</a>
Response to Questions Posted by:	Date: <a href="#">September 30, 2021</a>
Deadline for Receipt of Proposals	Date: <a href="#">October 15, 2021</a> at 11:00 AM (Local Time)
Estimated Notification of Award	Date: <a href="#">December 31, 2021</a>

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

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

**PREBID MEETING**

An **optional** pre-bid Conference Call meeting has been scheduled for **September 15, 2021 @ 1:00PM Eastern Standard Time**.

It is requested that bidders limit representation to two (2) individuals. Bidders should RSVP to [DHSS DMS dmsprocure@delaware.gov](mailto:DHSS_DMS_dmsprocure@delaware.gov).

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

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Join with a video conferencing device**

[979352250@t.plcm.vc](mailto:979352250@t.plcm.vc)

Video Conference ID: 117 287 527 0

[Alternate VTC instructions](#)

**II. Scope of Services**

The project's scope can be found under Appendix B of this RFP.

**III. Required Information**

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

**A. Minimum Requirements**

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

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

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2. Vendor 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).
5. The Vendor must attest in their transmittal letter that it has not been excluded from participation from Medicaid or Medicare as evidenced by its presence on the OIG Exclusions list or has not been terminated from participation under the Medicare program or the Medicaid program of another state for cause (Affordable Care Act Section 6501).

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise providing TCM to the specified target population.
3. Capacity to meet requirements (size, financial condition, etc.)
4. Demonstrated ability
5. Familiarity with public work and its requirements
6. Capacity to meet requirements (size, financial condition, etc.)
7. Ability to deliver services statewide
8. Budget proposal that will result in a quality cost-effective project

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

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

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) and at <https://dhss.bonfirehub.com>. Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

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

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made through Bonfire at <https://dhss.bonfirehub.com>. Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely

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only on information posted at <https://dhss.bonfirehub.com>. The RFP designated contact is:

**Erik Hochrein**  
**Director of Lifespan Supports to Families**  
**Erik.Hochrein@Delaware.Gov**

**Contracts, Management and Procurement Contact:**

**Chevis Fennell**  
**Purchasing Services Administrator**  
**DHSS\_DMS\_dmsprocure@delaware.gov**

**5. Consultants and Legal Counsel**

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

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) 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

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- 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 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 October 15, 2021.**

**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.

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Need Help? Please contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or 1(800)354-8010 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 submitted through Bonfire prior to the proposal due date. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**5. Proposal Costs and Expenses**

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

**6. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through October 15, 2022. The State of Delaware reserves the right to ask for an extension of time if needed.

**7. Late Proposals**

Proposals submitted after the specified date and time will not be accepted by the Bonfire Portal. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt by Bonfire.

**8. Proposal Opening**

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

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

**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

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

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

**12. Confidentiality of Documents**

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. All proposals are subject to FOIA's public disclosure obligations.

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

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

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

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

**13. Multi-Vendor Solutions (Joint Ventures)**

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

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

**a. Primary Vendor**

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

**b. Sub-contracting**

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



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

**c. Multiple Proposals**

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

**14. Sub-Contracting**

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

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

**15. Discrepancies and Omissions**

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

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

**16. 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 \(https://dhss.bonfirehub.com\)](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

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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 vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**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 vendor.

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

**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 vendors 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**

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

**21. 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.

**22. Notification of Withdrawal of Proposal**

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

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

**23. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) and <https://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.

**24. 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.

**25. 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.

**26. Award of Contract**

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

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

**a. RFP Award Notifications**

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

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

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

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

**27. Cooperatives**

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Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **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 vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

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

**2. Proposal Selection Criteria**

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.

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- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. § [6986](#).

**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	Weight
A. Familiarity and expertise providing TCM to individuals with an IDD.	<b>15</b>
B. Familiarity and Demonstrated Experience in use of Charting the LifeCourse framework as part of the person centered planning process.	<b>10</b>
B. Governance and Ownership	<b>10</b>
C. Comprehensive Risk Understanding	<b>10</b>
D. Work Plan	<b>15</b>
E. Budget Proposal	<b>20</b>
F. Program Staffing	<b>20</b>
<b>Total</b>	<b>100%</b>

<b>Bidders must circle Yes or No to the following questions and include the answers in their response.</b>	
<b>1) Does the bidder have a Supplier Diversity plan currently in place?</b>	<b>Yes/No</b>
<b>2) Does the bidder have any diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors?</b>	<b>Yes/No</b>
<b>3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.</b>	<b>Yes/No</b>

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

**Proposals will be evaluated with emphasis on the comprehensiveness of the bidder's understanding of the tasks to be completed and the methodologies to be used.**

**a. Familiarity and Experience**

1. Provide a brief overview of the Vendor's organization including the purpose, mission, vision and years in operation. Describe how providing case management services to individuals with intellectual and developmental disabilities fit within the organization's purpose, mission and vision.
2. Identify the type of organization (for profit, not for profit, etc.) and provide proof of nonprofit status, if applicable.
3. Describe how the Vendor meets the following qualifications:
  - a. A minimum of three (3) years of demonstrated experience providing case management services;
  - b. Possess demonstrated capability in person-centered planning values, philosophy, principles and practices; and,
  - c. Demonstrate the organization's ability to administer Community Navigator Services to individuals in the State of Delaware.
4. Provide three (3) letters of reference for the Vendor from individuals or organizations familiar with the Vendor's ability to perform case management services consistent with the description of the services being procured. References shall not be individuals who will receive financial gain and/or are not members of the board of directors. Provide the name of the reference, organization affiliation and telephone number.
5. Identify all government agencies, other jurisdictions, and commercial contractors in all other states for which the Vendor has engaged in similar or related contract work for the past three (3) years. Describe current or past contract(s) where the Vendor performed similar work in the past three (3) years for those agencies, jurisdictions or commercial contractors.
6. Provide the following information to demonstrate the success of case management services for a minimum of the three (3) most recent years that your organization provided such services:
  - a. Years for which services were delivered;
  - b. Number of participants served;
  - c. Locations served;
  - d. Funding source(s) for the service;
  - e. Unit cost and total cost of services provided;

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- f. A narrative describing the Vendor's experience to demonstrate the capability to provide services that are culturally and linguistically responsive and appropriate.

**b. Familiarity and Demonstrated Experience in use of Charting the LifeCourse framework as part of the person centered planning process.**

**c. Governance and Ownership**

1. The Vendor must be an agency/organization with a formalized structure that will enable it to carry out the work as specified in this RFP.
2. Provide the name, work address and percentage of time allocated to this resultant contract for each responsible director of the Vendor organization;
3. Provide a complete description of any and all related third-party relationships and transactions.
4. Describe how organizational policies and procedures are reviewed and updated by the Vendor, whenever there are federal or state regulation changes and/or operational changes requested by the Division.
5. Provide evidence of sound fiscal management practices and the ability to manage public contracts and third party reimbursement systems.
6. Provide information regarding whether the Vendor is an independent entity or a subsidiary or division of another company; and, a description of the relationship of any parent company when the Vendor is an affiliate of another organization.
7. Provide evidence that the Vendor has included self-advocates and family members within its governance structure or will do so under this contract.

**d. Comprehensive Risk Understanding**

1. Demonstrate understanding of state systems for individuals with intellectual and developmental disabilities by describing potential risks inherent in the provision of home and community based services.
2. Propose solutions or approaches for managing those risks that demonstrate the Vendor's familiarity and sensitivity with managing services and supports in home and community based services.

**e. Work Plan**

1. This section must describe your approach to the project and overall contract management, meeting all specifications requirements detailed in the Scope of Work and Technical Requirements (Appendix B).
2. At a minimum, the work plan must describe how the Vendor demonstrates an understanding of and will perform the requirements found in the following Appendix B sections:
  - D. Goals
  - E. Scope of Services
  - F. Additional Requirements
  - G. Deliverables
3. The proposed work plan shall also include:
  - a. Start-up and implementation activities to be carried out by the Vendor within 15 days of award of the Contract.
  - b. Tasks and deliverables to be carried out to perform the proposed activities and the staff who will be responsible for carrying out each deliverable.

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- c. Service Capacity/Delivery Plan/Process. Describe in detail activities that will be performed to ensure that services begin to be available to DDDS consumers no later than 60 days from the effective date of the contract. Said plan shall include but not be limited to:
1. Information about the Vendor's staffing capacity and existing resources to ensure a seamless delivery system;
  2. All planned implementation activities and a description of how said activities will be carried out;
  3. Include an implementation plan regarding how the Vendor will ramp up the Community Navigator program for individuals currently in service and eligible for the Community Navigator service. Provide a timeline by month of how many referrals will be accepted until all current eligible persons in the target group are in service.

**f. Budget Proposal**

1. The budget proposal must demonstrate compliance with the requirements outlined in the RFP for staffing ratios, staff competencies, program management, etc. necessary to carry out the work described in this document to deliver Targeted Case Management and related services to the specified target population. Assumptions for all data inputs for salaries and employment related expenses, program direct costs, program indirect costs and administrative costs must be clearly articulated and must demonstrate that the Vendor understands the business of delivering TCM to the specified target population.
2. The bidder shall complete the budget workbook (Appendix C) according to the instructions provided. The Budget Worksheet supplemental tabs are intended to explain items and costs associated with the budget you will submit with this project proposal. A clear and concise budget should be submitted with particular attention to accuracy. Some of the general topics that should be addressed included but are not limited to:
3. Justification for budget items based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used.
4. Explain the method of allocation for specific costs prorated to the program based on the agency's total budget.
5. Any other information that will help the reviewers understand other items in the budget.
6. This contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in this RFP.
7. **The Budget shall be submitted in the original EXCEL Format.**
8. The negotiated budget will be used by DDDS to compute a unit cost rate that the Vendor will bill to the Medicaid Agency's fiscal agent under the Targeted Case Management State Plan option. The Vendor will be responsible for submitting timely HIPAA compliant electronic claims for TCM for all Medicaid eligible individuals it serves. The Vendor will invoice DDDS for TCM services provided to individuals who are not eligible for Medicaid. DDDS will also pay the vendor a monthly amount at one twelfth (1/12) of a negotiated annual amount that covers the non-Medicaid reimbursable costs.
9. The Vendor must enroll with the Delaware Medical Assistance Program (DMAP) as a provider of Targeted Case Management Services prior to the



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delivery of TCM services in order to submit Medicaid claims to the DMAP. The Vendor must have a National Provider Identifier (NPI) in order to enroll with the DMAP.

**g. Program staffing**

Describe how the Vendor will employ and maintain a cadre of staff with requisite expertise in supporting individuals with intellectual and developmental disabilities and their families to deliver Targeted Case Management and related services.

Community Navigator Services include those activities as described in **Appendix B. Scope of Services**. Targeted Case Management, as performed by the Community Navigators, is a person-centered service that respects individual rights, values and preferences. The Vendor is responsible for employing Community Navigators sufficient to meet the needs of the individuals enrolled at a caseload ratio of one Community Navigator to sixty (60) individuals receiving services. In its proposal, the Vendor may describe a stratified approach to caseload management for consideration by DDDS within an average caseload ratio of 1:60.

**1. Requirements of Primary Program Staff**

a. Qualifications of the Community Navigator and Supervisors – the Vendor shall employ Community Navigators and Supervisors who meet or exceed the following requirements:

1. Have an associate's degree or higher in behavioral, social sciences or a related field OR a minimum of 1 year of experience in health or human services support, which includes interviewing individuals and assessing personal, health, employment, social, or financial needs in accordance with program requirements;
2. Have demonstrated ability to establish and maintain supportive relationships;
3. Have demonstrated experience and competency in supporting individuals and their families;
4. Have demonstrated experience in conducting person-centered assessments;
5. Have demonstrated skills in person-centered approaches to service plan development;
6. Be skilled in conflict resolution strategies
7. Be skilled in leading team meetings;
8. Have knowledge of community resources and services;
9. Complete Department-required training (post-employment), including training on the participant's person-centered plan and the participant's unique and/or disability-specific needs, which may include but is not limited to: communication, mobility and behavioral support needs;
10. Complete Department-required training (post-employment) in the DDDS approved plan format and Supporting Families Across the
11. LifeCourse Planning Tools through the Community of Practice found at the following link:  
<http://www.lifecoursetools.com/>

12. Comport with other requirements as required by the Department.

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- b. Qualifications of the Community Navigator Supervisor – The Vendor shall employ supervisors in sufficient numbers as to ensure the quality of the work of the community Navigators in meeting the requirements as articulated in the **Appendix B, section E. Scope of Services**. In addition, the Vendor shall employ supervisor(s) who in addition to the requirements described above also meet or exceed the following requirements:
1. Have a Bachelor’s degree or higher in behavioral or social sciences or a related field;
  2. Have at least three years of experience in providing case management services to individuals with intellectual and developmental disabilities; and,
  3. Have demonstrated experience in leading team conflict resolution by consensus.
  4. The Vendor must ensure that all employees and subcontracted staff are screened against the US DHHS Office of Inspector General Exclusions list (see link below) prior to employment and at least monthly thereafter to ensure that no one who has been excluded from participating in the Medicaid or Medicare programs performs Community Navigator services.

<https://oig.hhs.gov/exclusions/index.asp>

c. Program Manager and other supporting staff

The Vendor shall employ a Program Manager who will be responsible for the implementation and management of the Community Navigator service. The Program Manager shall have either a:

1. Masters degree or higher and 3 years in behavioral or social sciences or a related field and a minimum of three (3) years of experience and expertise sufficient to provide clinical consultation and guidance to the Community Navigator Supervisor(s) as necessary. or
2. Bachelor’s degree or higher in behavioral or social sciences or a related field and a minimum of three (3) years of experience and expertise sufficient to provide clinical consultation and guidance to the Community Navigator Supervisor(s) as necessary.

The requirements for degree or experience may be waived by DDDS at its discretion based on documentation provided by the Vendor that the Program Manager has the demonstrated capability to successfully manage this service.

- d. Quality Assurance Administrator(s)-The Contractor shall employ two (2) Quality Assurance Administrators, one (1) for Kent/Sussex and one (1) for New Castle County to review, audit, analyze, and report on data, directly contact service recipients/families to follow up on any noted issues to ensure adequate support to reach resolution has been provided, and remediate any issues related to compliance and quality of service delivery in order to ensure services are rendered in accordance with federal and state requirements.

1. Bachelor’s degree or higher in behavioral or social sciences or a related field and a minimum of three (3) years of experience and expertise

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sufficient to provide oversight, monitoring, and development and implantation of quality improvement plans as needed.

The requirements for degree or experience may be waived by DDDS at its discretion based on documentation provided by the Contractor that the Quality Assurance Administrator(s) has the demonstrated capability to successfully meet scope of work for this position.

e. Training Administrator-The Contractor shall employ a Training Administrator/s to ensure competency and capacity amongst Community Navigators and Supervisors in order to deliver consistent quality service coordination state-wide and in accordance with state and federal requirements.

1. Bachelor's degree or higher in behavioral or social sciences or a related field and a minimum of three (3) years of experience and expertise sufficient to assess training needs, develop training curriculums, create training materials, provide instruction, and verify staff competency on trained materials.

The requirements for degree or experience may be waived by DDDS at its discretion based on documentation provided by the Contractor that the Training Administrator has the demonstrated capability to successfully meet the scope of work for this position.

**2. Describe how the Vendor will meet** the needs of the individuals and estimated service caseloads through the maintenance of a sufficient staffing pattern by providing a Program Manager and such other administrative staff as may be needed to adequately administer the program. To be responsive, provide the following:

1. Titles and names (if available) of program staff proposed for the implementation, management and delivery of the Community Navigator services and the hours and percentages of time dedicated to the program;
2. Job descriptions and resumes for all staff proposed for the program;
3. Specify the contract-related experience, credentials, education, training and work experience required in job descriptions for the positions and in the resumes for the program staff proposed to fill the positions including experience with the Vendor;
4. If the positions identified by the Vendor are not currently established or filled, provide a detailed description and timeline of the steps to be taken by the Vendor to establish and fill the positions within 30 days of the contract start date and,

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5. A description of the program staff training process and curriculum that will be used to ensure program staff competency in the performance of case management/Community Navigator activities. Propose an orientation and training program for newly hired staff with special attention given to the orientation and training of Community Navigators and Community Navigator Supervisors. Describe the Vendor's plan to implement and maintain an on-going in-service training program for professional staff to ensure that staff understand the DDDS mission and vision and responsibilities of the Community Navigator as described in this RFP, including but not limited to person-centered planning, supporting families across the lifespan, team building and team effectiveness, crisis intervention, effective advocacy, supported decision-making, including the list of required training modules from the Relias Learning Management System listed in **Appendix B. Scope of Work and Technical Requirements, E. Scope of Services, and F. Additional Program Requirements.**
  
6. A description of the quality assurance process that will be used to monitor and ensure program quality in the performance and deliverance of targeted case management activities. Propose a quality assurance program with special attention given to meeting or exceeding the performance metrics in **Appendix B. Scope of Work and Technical Requirements, E. Scope of Services, and F. Additional Program Requirements** and in the **Lifespan Waiver.**
  
7. An Organizational Chart must be included showing all positions to be included under the contract.

**3. Proposal Clarification**

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

**4. References**

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

**5. Oral Presentations**

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

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

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

**V. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

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

**2. Cooperative Use of Award**

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

**3. As a Service Subscription**

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

**4. General Information**

- a. The term of the contract between the successful bidder and the State shall be for two (2) years with five (5) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all service and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of

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these agreements will be negotiated with the finalist during actual contract negotiations.

- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- h. Vendors are not restricted from offering lower pricing at any time during the contract term.

**5. Collusion or Fraud**

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

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

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

**6. Lobbying and Gratuities**

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

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

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

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

**8. General Contract Terms**

**a. Independent Contractors**

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

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

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

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

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Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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

**c. ACA Safe Harbor**

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

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

**d. Licenses and Permits**

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



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

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

**e. Notice**

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

**Division of Developmental Disabilities Services  
Woodbrook Professional Center  
1052 S. Governors Avenue,  
Dover, DE 19904**

**CONTACT: Erik Hochrein@Delaware.Gov**

**f. Indemnification**

**1. General Indemnification**

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

**2. Proprietary Rights Indemnification**

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

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

- a. Procure the right for the State of Delaware to continue using the Product(s);

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

**g. Insurance**

- 1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- 3. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.
  - a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
  - b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
  - c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
    - 1. \$1,000,000 combined single limit each accident, for bodily injury;
    - 2. \$250,000 for property damage to others;
    - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;

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

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

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

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

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

Division of Developmental Disabilities Services  
Contract No: RFP: HSS-21-047 TARGETED CASE MANAGEMENT  
Woodbrook Professional Center  
1052 South Governor's Ave  
Dover, DE 19904

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

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

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

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4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**h. Performance Requirements**

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

**i. BID BOND**

**There is no Bid Bond Requirement.**

**j. PERFORMANCE BOND**

**There is no Performance Bond requirement.**

**k. Vendor Emergency Response Point of Contact**

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

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency 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 Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**m. Costs and Payment Schedules**

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

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Payments to the Vendor will include payments made pursuant to HIPAA compliant electronic Medicaid claims submitted by the Vendor to the DMAP and payments for invoices submitted by the vendor for payment to DDDS for DDDS eligible individuals who are not eligible for Medicaid. DDDS will not be responsible for payment for services that should have been submitted by the Vendor as Medicaid claims, where such claims are not submitted to the DMAP as accurate or timely Medicaid claims.

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. Liquidated Damages**

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

**o. Dispute Resolution**

At the option of the parties, they 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, the parties elect 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 a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The 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 State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

**p. 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.

**q. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by **Division of Developmental Disabilities Services**.

**1. Termination for Cause**

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

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

**2. Termination for Convenience**

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

**3. Termination for Non-Appropriations**

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

**r. Non-discrimination**

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

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practice. Failure to perform under this provision constitutes a material breach of contract.

**s. Covenant against Contingent Fees**

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

**t. Vendor Activity**

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

**u. Vendor Responsibility**

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

**v. Personnel, Equipment and Services**

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

**w. Fair Background Check Practices**

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

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**x. Vendor Background Check Requirements**

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

- Adult Abuse Registry: <http://dhss.delaware.gov/dhss/dltcrp/default.aspx>
- Child Abuse Registry (the Vendor will initiate the request and DDDS will send the request for processing, using the established protocol, and report the results to the Vendor)
- State of DE Criminal Background Check
- Federal Criminal Background Check
- DE Sex Offender Registry Check <https://sexoffender.dsp.delaware.gov/>
- OIG Exclusions list

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

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

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

**y. 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](#)



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**z. Work Product**

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

**aa. Contract Documents**

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

**bb. Applicable Law**

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

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

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

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

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

**cc. 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.

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**dd. Assignment Of Antitrust Claims**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**ee. 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.

**ff. Affirmation**

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

**gg. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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

**1. Performance**

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

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

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

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

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

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

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

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

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

## **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.

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

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

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

### **3. Inspection**

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

**ii. Other General Conditions**

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

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completion of this form enables the creation of a State of Delaware vendor record.

- 12. Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number RFP: HSS-21-047 TARGETED CASE MANAGEMENT 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. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 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 vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State’s seal or imply preference for the solution or goods provided.

**2. Definitions of Requirements**

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

**3. Production Environment Requirements**

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

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**VII. Attachments**

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Proposed Contract Budget and Instructions

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**IMPORTANT – PLEASE NOTE**

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

**REQUIRED REPORTING**

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [Erik.Hochrein@Delaware.Gov](mailto:Erik.Hochrein@Delaware.Gov) and [Colleen.Jones@Delaware.Gov](mailto:Colleen.Jones@Delaware.Gov), with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

**AGENCIES MAY NOT REMOVE SUBCONTRACTING 2<sup>ND</sup> TIER REPORTS** – Reporting is required by Executive Order.

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

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



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Attachment 1

**NO PROPOSAL REPLY FORM**

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

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

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

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

\_\_\_\_\_  
SIGNATURE

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

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

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

**NON-COLLUSION STATEMENT**

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

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

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

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

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

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

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

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

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

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

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

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

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

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

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

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

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





BUSINESS REFERENCES

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

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

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

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

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

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

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

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**Attachment 6**

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. RFP: HSS-21-047 TARGETED CASE MANAGEMENT	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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









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

Supplier Diversity Applications can be found here:  
<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

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

Self-Register to receive business development information here:  
<https://business.delaware.gov/directory-of-certified-businesses/>

**New Address for OSD:**

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

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

Email: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

Web site: <https://business.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 vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services. Also, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed copy of the non-collusion agreement (See Attachment 2). – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

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

Vendors shall provide proposal packages in the following formats:

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

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**Acronyms/Definitions**

<b>CMS</b>	Centers for Medicare and Medicaid Services
<b>DDDS</b>	Division of Developmental Disabilities Services
<b>DHSS</b>	Delaware Department of Health and Social Services
<b>DMAP</b>	Delaware Medical Assistance Program
<b>DMMA</b>	Division of Medicaid and Medical Assistance
<b>DSHP</b>	Diamond State Health Plan
<b>DSHP Plus</b>	Diamond State Health Plan Plus LTSS program
<b>HCBS</b>	Home and Community Based Services
<b>ICAP</b>	Inventory for Client and Agency Planning
<b>ICF/IID</b>	Intermediate Care Facility for Individuals with Intellectual Disabilities
<b>IDD or I/DD</b>	Intellectual and Developmental Disabilities
<b>IEP</b>	Individualized Education Plan
<b>ISP</b>	Individual Support Plan (Now Person-Centered Plan)
<b>NASDDDS</b>	National Association of State Directors of Developmental Disabilities Services
<b>PCP</b>	Person Centered Plan, also known as ISP
<b>SNAP</b>	Support Needs Assessment Profile
<b>SPIF</b>	Support Plan for Individuals and Families
<b>SSI</b>	Supplemental Security Income
<b>TCM</b>	Targeted Case Management

**“Adult Abuse Registry (AAR)”** means the registry maintained by the Delaware Division of Long Term Residents Protection as required by Delaware Code Title 11, §8564.

**“Background Check”** means obtaining information from the following sources: Adult Abuse Registry, Child Protection Registry, Sex Offender Registry, Division of Professional Regulation Registry (as applicable), State and Federal Criminal Background Checks and Service Letters from “prior” employers.

**Child Protection Registry (CPR)** means the registry maintained by the Delaware Department of Services for Children, Youth and Their Families, as required by Delaware Code, Title 11, §8563.

**“CMS HCB Settings Rule”** means the new Rule for HCBS services that became effective on March 17, 2014. The Rule applies to home and community based services under the authorities of sections 1915(c), 1915(k) or 1915(i) of the Social Security Act (SSA). The DDDS waiver is established under section 1915(c) of the SSA, so the settings in which DDDS waiver members live and the settings in which they receive other HCB services must comply with the new Rule. The HCB settings requirements can be found at 42 CFR 441.710(a)-(b). Because the DDDS waiver existed prior to the effective date of the CMS Community Rule, any services and settings that are evaluated as not being compliant with the new Rule have until March 17, 2019 to fully comply with the Rule. The Delaware Division of Medicaid and Medical Assistance has submitted a Statewide Transition Plan to CMS that explains how Delaware will evaluate HCB services and settings against the Rule and how Delaware will come into compliance by March 17, 2019.

**“Consent”** means an agreement to an action that involves three elements which include: 1) the capacity to understand and make choices; 2) the information on which the consent decision is based (which shall be presented in terms understandable to the individual and/or surrogate); and 3) the voluntariness of the decision.

**“Cultural Competence”** means the ability to interact effectively with people of different cultures. In practice, both individuals and organizations can be culturally competent in a system that enables professionals to work effectively in cross-cultural situations. The word culture is used because it implies the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and

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institutions driven by characteristics such as race, ethnicity, religion, age, disability, income level, education, Geographic region or social group. The word competence is used because it implies having the capacity to function effectively.

**“DDDS eligible individual”** means a person determined eligible for DDDS services as delineated in the Delaware Administrative Code, Title 16, Section 2100. The criterion requires a diagnosis of an intellectual developmental disability, including brain injury, autism spectrum disorder or Prader Willi Syndrome that occurred within the developmental period and the existence of functional limitations.

**“Diamond State Health Plan” (DSHP)** – Delaware’s 1115 Medicaid demonstration waiver under which acute care and long term care Medicaid benefits are delivered by Managed Care Organizations under a capitated fee arrangement with the Delaware Division of Medicaid and Medical Assistance.

**“Diamond State Health Plan (DSHP) Plus”** – A long term care services and supports program (LTSS) provided under Delaware’s 1115 Medicaid demonstration waiver. Individuals must meet requirements for a nursing facility Level of Care in order to participate. Medicaid benefits are delivered by Managed Care Organizations. Individuals cannot be simultaneously enrolled in the DSHP Plus program and the DDDS HCBS waiver.

**“Employment First Act of 2012”** means the declaration that “People with disabilities have a right to the opportunity for competitive employment. In order to achieve meaningful and competitive employment for persons with disabilities, employment opportunities in fully integrated work settings shall be the first and priority option explored in the service planning for working age persons with disabilities.” The DDDS case manager/Community Navigator must document: the right to the opportunity for competitive employment in the community was fully explained during the service planning process; the various employment services were fully explained during the service planning process; the individual was assisted in making an informed decision about whether or not to pursue employment during the service planning process; all consumers expressing an interest in employment must be referred to the Division of Vocational Rehabilitation to be assessed for eligibility.

**“Excluded Providers”** means that the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services has the authority to exclude individuals and entities from Federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act and maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities (LEIE). Anyone who hires an individual or entity on the LEIE may be subject to civil monetary penalties (CMP). In addition, the Patient Protection Affordable Care Act requires States to deny or terminate enrollment to providers that have been terminated from another State’s Medicaid or CHIPS program.

Mandatory exclusions: The OIG is required by law to exclude from participation in all Federal health care programs individuals and entities convicted of the following types of criminal offenses: Medicare or Medicaid fraud, as well as any other offenses related to the delivery of items or services under Medicare, Medicaid, SCHIP, or other State health care programs; patient abuse or neglect; felony convictions for other health care-related fraud, theft, or other financial misconduct; and felony convictions relating to unlawful manufacture, distribution, prescription, or dispensing of controlled substances. The OIG exclusions list can be found on the OIG website.

<http://oig.hhs.gov/exclusions/index.asp>

**“Home and Community Based (HCB) Services under the Medicaid Program”** means an array of services permitted under Section 1915(c) of the Social Security Act, that allows states to offer, under a waiver of statutory requirements, home and community based services that an individual needs to avoid institutionalization.

**“Level of Need”** means an assessment to identify the direct care support needs of each individual referred to receive the TCM service. This information is used to determine the level of service needs and is translated

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into a number of hours of direct care support needed by the individual. The Delaware Division of Developmental Disabilities Services (DDDS) uses an adaptive assessment instrument, the Inventory for Client and Agency Planning (ICAP) as the tool to determine level of need.

**“Level of Care”** means the type of institutional facility needed to provide care and support for an individual if the individual were not receiving services under the authority of a Medicaid HCBS program such as the DDDS waiver program. The DDDS waiver program requires a level of care delivered by an ICF/IID facility.

**“Level of Risk”** means a determination of an individual’s risk of needing more intensive supports and needing either residential placement outside of the natural family home or supports in the natural home. Level of risk is identified by DDDS using a standardized risk assessment tool.

**“Lifespan Plan”** – the format in which entities providing Targeted Case Management for individuals living in a waiver residential setting will record the person centered plan

**Medicaid Eligible:** An individual who has been determined to meet one or more eligibility criteria for Delaware Medicaid program and who has been enrolled to receive healthcare benefits.

**“Person Centered Plan or Individual Support Plan (ISP)”** – the format in which entities providing Targeted Case Management for individuals living independently or in the family home will record the person centered plan

**“Targeted Case Management”** – for the purpose of this RFP, means the provision of case management to a targeted group of individuals with intellectual developmental disabilities as described in this RFP. Medicaid Targeted Case Management is a service funded under the Medicaid State Plan codified as section 1915(g)(1) of Title XIX of the Social Security Act that is provided to Medicaid eligible individuals. The Medicaid claimable activities performed by the Community Navigators will be codified in the State Plan Amendment that will be approved by CMS.

## Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### I. INTRODUCTION

#### A. Background

The Mission of DDDS is:

*Valuing persons with intellectual and developmental disabilities, honoring abilities, respecting choice, achieving possibilities.....working together to support healthy, safe and fulfilling lives.*

The goal of the Request for Proposals is to select a designated contracted entity with the necessary knowledge, skills and abilities to effectively provide Targeted Case Management (TCM) to individuals enrolled with DDDS to receive services who are living in their own or their family’s home. This includes DDDS eligible individuals who are enrolled with the Medicaid program and also those who are not eligible for Medicaid. Throughout this document, the term Targeted Case Management will refer to both Medicaid-funded and state-funded case management services.

The Delaware Department of Health and Social Services (DHSS), Division of Developmental Disabilities Services (DDDS) serves approximately 5,000 children and adults with intellectual and developmental disabilities, Autism, or Prader-Willi Syndrome and their families through an array of services and supports provided by providers of home and community-based services. Of these individuals, over 3,500 live in their own home or in the family home. These services may include: residential supports, day and employment services, respite and a set of services broadly categorized as “family support”. These

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services are funded through the Division's 1915(c) Home and Community-Based Services (HCBS) waiver program (a PDF of the approved waiver application can be found at this link) [Application for 1915\(c\) HCBS Waiver: DE.0009.R08.00 - Jul 01, 2019 \(delaware.gov\)](#), Medicaid State Plan services under the 1915(i) Pathways to Employment Program (<http://www.dhss.delaware.gov/dhss/dsaapd/pathways.html>) and state-funded services.

### **Historical Context**

In 2013, recognizing that individuals who were living in his or her own or family home would benefit from additional support, the General Assembly expressed its legislative intent for DDDS to develop a "family support waiver". In April of 2014, the DDDS submitted the report titled "Family Support for Individuals with Intellectual and Developmental Disabilities" which identified one of the most significant needs of individuals living in their own or family homes, and by extension the families and allies who support them, is the need for effective supports coordination/ case management to assist individuals with timely access to information and systems navigation. The goal of the family support initiative is to support DDDS eligible individuals living in their own home, or the family home, by providing community resources and services to keep the family together in the family's home. Family support services are individualized and vary according to the needs of the individual. ([see NASDDDS Supporting Families Through the Lifespan](#) [embedded as a hyperlink]).

### **The DDDS HCBS 1915(c) Waiver Program**

An amendment to the DDDS HCBS waiver program was submitted to CMS in January 2017 and was [amended July 01, 2019](#) to make changes including but not limited to: amending the target group for priority enrollment into the waiver to include those individuals not in immediate need for waiver residential settings; creating reserve capacity groups; and adding to the array of covered services. The waiver amendment changed the name of the DDDS waiver to the "Lifespan" waiver program to reflect the continuum of waiver enrollment across the lifespan of the recipients. The current DDDS waiver is targeted to individuals who are age 12 years or older diagnosed with intellectual disabilities (including brain injury), Autism Spectrum Disorder, or Prader Willi Syndrome who can no longer live independently, without supports, or with their family. A level of risk to evaluate whether an individual meets the target population for the current HCBS waiver is identified by using a standardized assessment tool. In order to enroll in the DDDS waiver, individuals must require the Level of Care as provided in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), as defined in the Social Security Act and enabling regulations, have income less than 250% of the Federal Benefit Rate (SSI Standard Benefit for an individual) and have no more than \$2,000 in resources. Enrollment is dependent upon the availability of funded waiver slots in the program.

Current services offered under the HCBS waiver include: Day Habilitation; Prevocational Service; Supported Employment; Residential Habilitation; Supported Living, Nurse Consultation and Behavioral Consultation, Respite and Personal Care (including an option to self-direct this service); Home and Vehicle Modifications; Assistive Technology; and, Specialized Medical Equipment and Supplies. Home and Community-Based Services (HCBS) provided under the DDDS 1915(c) waiver provided to persons with developmental disabilities receive their benefits through a Managed Care benefit package. Each Waiver participant may be assigned an MCO Case Manager by their chosen Medicaid provider.

### **State Plan Amendment**

DDDS submitted a Medicaid State Plan Amendment (SPA) to add Targeted Case Management as a covered service under the State Plan. Targeted Case Management is currently a covered benefit under the Delaware Medicaid State Plan. The final TCM SPA was published in the December 1, 2016 and can be found in the Delaware Register of Regulations at the following link:

[DEPARTMENT OF HEALTH AND SOCIAL SERVICES \(delaware.gov\)](#)

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Under this RFP, the TCM Vendor provides case management to those individuals who are living in their own home or the family home. These individuals will be either enrolled in the Lifespan waiver, will be eligible for Medicaid, but not enrolled in the Lifespan Waiver, or will not be eligible for Medicaid at all. DDDS will continue to provide case management for individuals enrolled in the Lifespan Waiver who live in a waiver residential setting.

For purposes of this RFP, Targeted Case Management (TCM) funded under the Medicaid state plan or state-funded case management provided to individuals living in their own or their family's home will be provided by staff persons called *Community Navigators*. The Division expects that individuals and families will receive the same level of services and supports from Community Navigators as described under section **E. Scope of Services** regardless of funding source or Medicaid program eligibility.

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

DDDS will be contracting a case management entity that will serve approximately 3,500 living in their own or their family home during the first contract cycle, of which roughly 1,000 people will be enrolled in the Lifespan waiver as July 1, 2022. The contracted provider(s) will be responsible for providing the full array of case management services and activities. The CMS definition of Medicaid Targeted Case Management is "services furnished to assist individuals in gaining access to needed medical, social, educational and other services", regardless of the funding source for the services to which access is gained. This is more fully described in **Section E. Scope of Services**. Targeted case management and related services will be provided by individuals called Community Navigators hereafter and will be provided to individuals statewide in all three counties of Delaware. Delaware is approximately 100 miles long and 30 miles wide at its widest point in Sussex County.

A responsive proposal shall demonstrate an understanding of the purpose, goals and deliverables and requirements of the case management organization and Community Navigator position and the services and supports administered by DDDS. This must include demonstration of expertise of person-centered planning and the [CMS HCBS settings requirements](#). A responsive proposal must detail the Vendor's understanding of and proposed process to perform each of the required tasks, requirements and deliverables set forth in sections **E. Scope of Services** and **F. Deliverables and Requirements**.

This RFP is seeking qualified organizations to provide "conflict-free" case management, meaning that the entity designated to provide TCM Services and the staff referred to as Community Navigators, are independent and provide no other DE DDDS Medicaid-funded services other than TCM. This requirement is codified at 42 CFR 441.301(c)(vi).

The Vendor(s) must be qualified to enroll as a provider of Medicaid State Plan Targeted Case Management (TCM) Services. The Vendor(s) will be the sole provider of publicly funded TCM Community Navigator services for individuals living in their own or their family's home. As such, DDDS expects the Vendor(s) will accept for services all individuals referred by DDDS to receive TCM Community Navigator services. The Vendor(s) have no right of refusal.

### **C. Target Population**

DDDS will identify individuals who live in their own or their family homes that are eligible for Community Navigator services and will make referrals to the TCM provider. The target population will include individuals regardless of Medicaid or waiver eligibility and will include children and adults age three years old and up with varied levels of need.

The target population for Targeted Case Management includes individuals who:

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1. Meet the eligibility requirements set forth in Title 16 Health and Social Services, Delaware Administrative Code, Chapter 2100; and,
2. Reside in their own home or their family home and do not receive residential habilitation services.

The Vendor's Targeted Case Management target population also includes Medicaid eligible individuals transitioning to a waiver-funded residential or non-residential community service from an institution, an out of state educational placement, or their family home. Case management services will be made available for up to the last 180 consecutive days prior to discharge from a covered stay in a medical institution for the purpose of transition to the community. Per federal policy, Medicaid funding may not be claimed for case management for such transitions for individuals between the ages of 22 and 64 who are residing in facilities that meet the definition of "Institutions for Mental Disease" (IMD) or individuals who are "inmates of a public institution" (State Medicaid Directors Letter, July 2000). All psychiatric facilities with more than 16 beds are considered IMDs.

#### **D. Goals of the DDDS Targeted Case Management Program**

1. Complete, coordinate and/or ensure the completion of required comprehensive assessments and reassessments and planning tools, as necessary, to assist the individual and family to plot a trajectory toward an inclusive, quality, community life.
2. Provide culturally competent, conflict-free case management support to individuals and their families with person-centered planning using the [LifeCourse Principles and Practices](#) throughout the lifespan.
3. Promote services that will support an individual's involvement in activities aimed to increase or improve independence, inclusion in the community and improve life satisfaction.
4. Provide on-going case management support and monitoring to ensure the timely delivery of services and supports in the correct amount, scope and duration as identified in the person-centered plan and supports the individual's and family's vision(s) for the future.
5. Provide on-going case-management services that will ensure effective coordination, communication and cooperation among all sources of support and services to individuals and their families.
6. Assist individuals and their families through information, referral and facilitation with accessing needed services including activities that help link the individual with medical, social, educational providers or other programs and services that are capable of providing needed services to address identified needs and achieve goals and outcomes specified in the person-centered plan.
7. Provide information and support to ensure individuals and their families exercise informed choice regarding participation in HCBS services, choosing whether to self-direct Community Living Services and choosing among providers of services.
8. Provide monitoring and follow up activities to support health and safety of individuals, including making necessary adjustments in the person-centered plan and service arrangements with providers as needed.
9. Refer for crisis intervention services as necessary and appropriate.

#### **E. Scope Of Services**

The Vendor shall provide Targeted Case Management services delivered by Community Navigators. Targeted Case Management definition: services furnished to assist individuals (children and adults) in gaining access to needed medical, social, educational and other services, regardless of the funding source for the services to which access is gained. The Community Navigator will document all activities in the specified DDDS electronic case record (ECR). Through access to the ECR Community Navigators will be able to monitor the delivery of home and community based services by DDDS qualified providers. DDDS will arrange for the Vendor(s) to have access to this system. **There will be no cost to the vendor to use this ECR.** Case Management service activities delivered by Community Navigators provided to, or arranged for, an individual include but are not limited to:



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**E.1.** Comprehensive assessment and periodic reassessment of individual needs, to assist the individual and family to plot a trajectory toward an inclusive, quality, community life. This may include the determination of need for any medical, educational, social or other services. The following assessment activities include functions necessary to inform the development of the person-centered plan:

- a.** Collecting information necessary for evaluating and/or reevaluating and recommending community based supports and services that may address individual or family needs;
- b.** Completing the DDDS standardized risk assessment instrument for all DDDS consumers referred to the Vendor.
- c.** Identifying the individual's support needs within the context of their family life and providing assistance and reminders related to completing needed documentation for clinical and financial eligibility for assistance programs; and
- d.** Gathering information from sources such as family members, medical providers, social workers, and educators (if necessary), to form a complete assessment of the eligible individual.
- e.** Providing necessary education and information to the individual and his/her family to provide necessary support to assist them in developing a vision for their life, and to gain understanding of transitions that occur through the life course.

The Community Navigator collects information to inform the planning process and/or directly conducts an assessment of an individual's needs, both as case management services begin, and at least annually thereafter or more frequently at the request of the individual or as the individual's needs change. The pre-planning process must begin 30-60 days before the initial or annual plan review by engaging the individual and his or her family and allies in a conversation about his/her life, goals and aspirations and also identifies any needed formal assessments. The Community Navigator ensures the completion of the DE Support Needs document, the Inventory for Client and Agency Planning (ICAP), or other assessment instrument as designated by DDDS, to support the development of the person-centered plan, and utilizes various LifeCourse Tools to lead an effective discussion about short and long range outcomes to individual wants to achieve.

Upon initiation of services, DDDS will provide case data for each DDDS consumer referred to the successful bidder.

**E.2.** Development (and periodic revision) of a person-centered plan in accordance with 42 CFR 441.301(c)(1) through 42 CFR 441.301(c)(4). This activity may be conducted through direct and collateral contacts. The plan must reflect what is important to the individual to lead the life they want to lead. The plan must also identify and reflect the services and supports that are important for and to the individual to achieve desired outcomes and to meet needs identified through an assessment of functional need. The plan must also reflect the individual's preferences for the delivery of such services and supports. Individuals and families may focus on their current situation and stage of life but must look ahead to start thinking about what they can do or learn now that will help build an inclusive productive life in the future. The vendor will use a template to develop the written person centered plan as designated by DDDS.

The Community Navigator:

- a.** Uses a person-centered planning approach and a team process to discover what it takes to live the life the individual wants to live;
- b.** Uses a person-centered planning approach and a team process to develop the individual's person-centered plan (currently under development by DDDS through the Supporting Families throughout the Lifespan initiative) to meet the individual's needs in the most integrated manner possible;
- c.** Provides support to the individual to ensure that the process is driven by the individual to the maximum extent possible and includes people chosen by the individual, with the individual at the center of the process;
- d.** Ensures the date, time and location of the person-centered planning meeting reflect the person's preferences;

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- e.** Notifies all team members of the plan meeting date at least 60 days in advance of the meeting;
- f.** Develops an initial person-centered plan no more than 60 days after the referral from DDDS and before the delivery of any waiver services, if the person is enrolled in the Lifespan waiver;
- g.** Develops and updates the person-centered plan based upon the individual's needs and person-centered planning process annually (within no more than 365 days), or more frequently, as needed;
- h.** Ensures the person-centered plan reflects: what is important TO the person (hopes, dreams and preferences) as well as what is important FOR the person (support needs); identifies outcomes the person wants to achieve and the strategies that will be used to achieve them; identifies challenges and risks that may be encountered and methods to address them; and, includes paid and unpaid supports the person will receive to facilitate the achievement of his/her person-centered goals;
- i.** Ensures the person-centered plan meets the Delaware Employment First Act of 2012 principles: <http://scpd.delaware.gov/efoc/>
- j.** Ensures the person-centered plan contains sufficient guidance about what services and supports will be required by the person in order to achieve his/her outcomes. The plan must outline timelines for achieving each outcome, including interim milestones as appropriate, strategies to achieve them and which team member will be responsible for each aspect of the plan;
- k.** Ensures the person-centered plan identifies all services and supports, including paid and unpaid supports, which will assist the individual in meeting his or her goals. Ensures that all funding sources are utilized (e.g. third-party insurance; vocational rehabilitation; generic social services, state plan services) as required prior to the use of Medicaid HCBS waiver services to implement strategies to achieve personal outcomes identified in the plan;
- l.** Ensures HCBS services selected in the person-centered plan align with the service definition and any applicable limits on the amount, frequency and duration of the service as outlined in the DDDS HCBS approved waiver.
- m.** Provides information about the self-directed option for respite and personal care (called Community Living Support) for individuals enrolled in the Lifespan waiver
- n.** Ensures that the person-centered plan is signed by the person or his/her designated decision-maker and each member of the team that is responsible for one or more areas of the plan acknowledging that each understands and accepts their respective assigned role;
- o.** Completes the documentation of the person-centered plan in DE's unified electronic record system within 20 business days of the date the plan is approved by the participant and/or legal guardian;
- p.** Ensures receipt of prior authorization of services are obtained when required by state protocol prior to the initiation of services;
- q.** Assists the person to select qualified providers through an informed choice process who can best meet their needs and desired outcomes;
- r.** Facilitates transition for new HCBS waiver enrollees moving from their family home to a waiver residence by implementing the [Transfer Planning Conference Policy](#).
- s.** Facilitates seamless transitions between providers, services or settings for the maximum benefit of the individual by implementing the same Transfer Planning Conference Policy and procedures.
- t.** Updates the person-centered plan of care annually or more frequently, if needed, as the individual's needs change.
- u.** Obtains necessary consents.

**E.3.** Information, referral, facilitating access and related activities (such as assisting individuals in scheduling appointments) to help the eligible individual obtain needed services including activities that help link the individual with medical, social, educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the person-centered plan.

The Community Navigator:

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- a.** Assists individuals and families in gaining information and establishing linkages with peers and/or professionals who can be key informants in supporting individuals with disabilities throughout the life course;
- b.** Assists the individual and his/her person-centered planning team in identifying and choosing resources and strategies that aim to promote the development, education, interests, and personal well-being of a person and that enhances individual and family functioning;
- c.** Explores coverage of services, as appropriate, to address individuals' needs through a full array of sources, including services provided under the State Plan, the Diamond State Health Plan Plus Long Term Care program, Medicare, and/or private insurance or other community resources;
- d.** Collaborates and coordinates with other individuals and/or entities essential in supporting the individual, such as MCO representatives, vocational rehabilitation and education coordinators to ensure seamless coordination among needed support services and to ensure that the individual is receiving services as appropriate from other sources;
- e.** Assists the individual in understanding Social Security and other benefits and how they are affected by income and resources.
- f.** May attend annual IEP meetings at the request of the family for individuals under the age of 12
- g.** Must attend annual IEP meetings for individuals ages 12 and older as long as the family consents.
- h.** Coordinates with providers and potential providers to ensure seamless service access and delivery;
- i.** Facilitates access to financial assistance, e.g. Social Security benefits, SNAP (formerly known as Food Stamps), subsidized housing, etc.;
- j.** Facilitates initial and continued enrollment in the DDDS HCBS Waiver by gathering or completing necessary documentation to assist the individual to complete the Waiver Application Package in a manner specified by DDDS;
- k.** Assists individuals in transitioning to and from the Diamond State Health Plan Plus Medicaid LTSS benefit;
- l.** Make referrals as appropriate to the 1915(i) Pathways to Employment Program and assist individuals who are aging out of the program to transition to other employment services;
- m.** Assists an individual to access legal services including services necessary to establish a Miller Trust, Special Needs Trust or ABLE account;
- n.** May assist an individual to obtain transportation to appointments and other activities;
- o.** Informs and assists an individual or his or her family to obtain guardianship or other surrogate decision making capability;
- p.** Facilitates referral to a nursing facility when appropriate;
- q.** Participates in transition planning for an individual's discharge from a nursing facility or hospital within 180 days of the planned discharge date;
- r.** Provides advocacy on behalf of individuals to ensure receipt of services as indicated in their person-centered plan;
- s.** Empowers individuals and families to be their own advocates; and,
- t.** Provides individuals with information regarding their rights, including related to due process and fair hearings, and providing support to individuals as they exercise those rights.
- u.** Outreach for Medicaid Services;
- v.** Facilitating an Application for the Medicaid Program;
- w.** Program Planning, Policy Development, and Interagency Coordination Related to Medical and Behavioral Health Services Covered by Medicaid;
- x.** Arranging for an Individual to Access Translation Services for Medical/Behavioral Health Services Covered by Medicaid

**E.4.** Monitoring and follow-up activities and contacts provided on a monthly basis to ensure the person-centered plan is implemented and addresses the individual's needs and the individual and his/her family's vision for the future.

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The Community Navigator monitoring ensures that:

- a.** Supports and linkages are provided as indicated in the individual's person-centered plan;
- b.** Supports and services in the person-centered plan are adequate and delivered in the amount, duration and frequency specified in the person-centered plan; this includes monitoring the provision of self-directed services overseen by the Agency With Choice broker for the Community Living Support (respite and personal care) services; and
- c.** Changes in the needs or status of the individual are subsequently reflected in the person-centered plan.

The Community Navigator shall document all follow-up activities and contacts made with the individual, his/her family and allies, members of the team, service and health care providers and collateral contacts in the individual's electronic service record. All documentation shall include at a minimum the date of the contact, person(s) with whom the contact included, the type of monitoring conducted (e.g. document review, interview, observation), the results of the monitoring, and any follow-up actions required with expected completion dates.

**E.5.** Monitoring and follow up activities, including making necessary adjustments in the person-centered plan and service arrangements with providers. The Community Navigator completes monitoring and follow up activities by:

- a.** Completing formal monitoring on a monthly basis. At least one monitoring event per year must include a face-to-face visit and include an assessment of the person's satisfaction with the implementation of the person-centered plan, service providers and progress being made toward desired outcomes. The face-to-face visit is in addition to annual person-centered planning activities and must be completed at a location other than the Vendor's office location;
- b.** Monitoring of the health and welfare of the individual and incorporating the results into revisions to individual service plans as necessary to ensure that the individual can meet his or her goals;
- c.** Activities and contacts necessary to ensure that the individual person-centered plan is effectively implemented and adequately addresses the needs of the person;
- d.** Responding to and assessing emergency situations and incidents and ensure that appropriate actions are taken to protect the health, welfare and safety of the individual;
- e.** Reviewing provider documentation of service provision, as appropriate, monitoring individual progress on goals identified in the person-centered plan, and initiating contact when services are not achieving desired outcomes;
- f.** Reviewing documentation from the Agency With Choice provider for individuals who have elected to self-direct their Community Living Support service to ensure that the individual's needs are being met;
- g.** Participation in investigations of reportable incidents, as appropriate, and integrating prevention strategies into revisions to individual person-centered plans as necessary to remediate individual and systemic issues;
- h.** Ensuring that linkages are made and services are provided in accordance with the individual service plan;
- i.** Activities and contacts that are necessary to ensure that individuals and their families (as appropriate) receive appropriate notification and communication related to unusual incidents and major unusual incidents per DDDS Abuse, Assault, Attempted Suicide, Neglect, Mistreatment, Financial Exploitation and Significant Injury Policy and Procedure dated August, 2016; [DHSS PM46 Revised2016.08.22.pdf \(delaware.gov\)](#)
- j.** Soliciting input from the individual and/or family related to information and supports that would be or have been most helpful;
- k.** Documenting the results of the monitoring activities in the individual's electronic record using the format prescribed by DDDS;

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- l.** Initiating a team meeting to make necessary adjustments in the person-centered plan when requested by the individual or necessitated by a change in circumstances for the individual no more than 30 calendar days from when the change is known, unless it is an emergency in which case the team must be assembled within a timeframe necessary to address the immediate need; and
- m.** Facilitating the informed choice of and service arrangements with providers when service needs or providers change.

**E.6. Program Documentation**

The Vendor must ensure that the Community Navigators document all TCM activities they perform either directly or on behalf of a DDDS consumer to meet the minimum requirements specified by CMS in section 2500.2 of the State Medicaid Manual and published in Section 1.12, General Documentation Requirements, in the General Policy Manual on the DMAP website.

[General Policy Manual \(delaware.gov\)](http://www.dmap.state.de.us/downloads/forms/DMAP.Contract.version.20.pdf)

**F. Additional Program Requirements**

**F.1.** Comply with all applicable sections of the DDDS HCBS Provider Specific TCM manual which will be developed based on the approved Targeted Case Management State Plan Amendment.

**F.2.** Comply with provider qualification requirements including application of Adult and Child Abuse Registry laws, State of DE Criminal Background Check, Federal Criminal Background Checks, DE Sex Offender Registry Check and Drug Screening (see Section 7 General Contract Terms. Vendor Background Check Requirements) to Vendor's employees who work under the TCM contract.

**F.3.** Once designated as a Medicaid State Plan TCM Vendor by contract with DDDS, the Vendor must enroll with the Delaware Medical Assistance Program (DMAP) as a Medicaid Provider of TCM. In order to enroll with the DMAP, the selected Vendor must sign a Medicaid Provider Contract for TCM in addition to the contract with DDDS. Enrollment with the DMAP is required for the successful Vendor to be reimbursed for services provided to Medicaid eligible individuals covered under this RFP. The Vendor must successfully pass the required Medicaid provider screening that will be conducted by HPE, the fiscal agent for the DMAP.

<http://www.dmap.state.de.us/downloads/forms/DMAP.Contract.version.20.pdf>

**F.4.** The Vendor and all of the individual Community Navigators employed under the TCM contract must be screened on at least a monthly basis against the US DHHS Office of Inspector General Excluded Provider list. This list includes individuals and entities that have been excluded from participation in federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act.

**F.5.** The Vendor must ensure that the Community Navigators complete required training as described in C. RFP Evaluation Process selection criteria e. Program Staffing, initially and on an ongoing basis. This includes training on the planning tools available through the Community of Practice at the link below, as well as the following required training modules available from the web-based Relias Learning System. There will be no cost to the vendor for this software.

<http://www.lifecoursetools.com/>

- DDDS Orientation
- DDDS Policy Review:

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- Abuse Reporting (DHSS Policy Memorandum #46)
- Confidentiality (DHSS Policy Memorandum #5)
- Inclusion (DHSS Policy Memorandum #70)
- Rights Complaints

**F.6.** The Vendor will be responsible for ensuring that the Community Navigators participate in a Random Moment Time Study (RMTS) using software specified by the state. The RMTS data is used as part of the Medicaid rate setting process. DDDS will provide the RMTS software used by Delaware DHSS. There will be no cost to the Vendor for the RMTS software.

**F.7.** The Vendor will be responsible for ensuring that each Community Navigator has regular and consistent access to a laptop and/or other electronic device with web-access to participate in an electronic time study process and for accessing the Electronic Case Record (ECR) system specified by DDDS. Access to the ECR system will be granted by DDDS based on the role of each Vendor staff member. **There will be no cost to the Vendor to use the ECR.**

**F.8.** The Vendor must employ staff and implement an effective strategy that will provide DDDS with the assurance that the Vendor has the capability to serve individuals in the target population with special needs including but not limited to those whose primary language is not English, who are hearing and/or visually impaired, or who have other special needs.

**F.9.** The Vendor may not refuse to accept referrals from DDDS for individuals who require the provision of TCM and may not discharge individuals from the TCM service without receiving prior approval from DDDS.

**F.10.** The Community Navigator will be responsible for maintaining an individual's record in the Division's electronic case record system. The electronic case record documents information including, but not limited to, eligibility status, demographics, family status, diagnoses, assessment results, person-centered plan, health and behavioral health care services, support services, progress reports, financial and insurance information and monitoring reports and notes. The records must be comprehensive, up-to-date and provide evidence of the provision of high quality, comprehensive, person-centered Community Navigator services and the monitoring of the provision of other services and supports as outlined in the person-centered plan. Through access to the ECR Community Navigators will be able to monitor the delivery of home and community based services by DDDS qualified providers. DDDS will arrange for the Contractor(s) to have access to the ECR system. There will be no cost to the contractor to use this ECR. The Vendor will:

**a.** Ensure the Community Navigator has ready access to the individual's electronic record while in the field (e.g. not in the Vendor's office location).

**b.** Maintain confidentiality policies and procedures for protecting individual records that are responsive to the HIPAA requirements for electronic and paper records per [DDDS Policy: HIPAA and Confidentiality](#) and included HIPAA Release Form dated November 01, 2017.

**c.** Utilize secure encrypted email for any email communication regarding DDDS consumers that contains the consumer name or other protected health information.

**d.** Implement internal supervisory record reviews utilizing an audit tool approved by the DDDS. The proposed method shall include the number of individual Community Navigator's to be reviewed and the percent of individual records per quarter. The Vendor shall report results of the audit in summary

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format on a quarterly basis to DDDS and prepare and implement corrective actions if requested by the Division based upon the quarterly reports.

**F.11.** In its response to the RFP, the Vendor must describe how the Vendor will satisfactorily ensure adherence to the requirements outlined under **E. Scope of Services**. Include in the response how the Vendor will implement a quality assurance and continuous quality improvement system to ensure that the requirements listed in **E. Scope of Services** are carried out. The Vendor proposal will also describe the methods the Vendor will use to monitor the effectiveness of the Community Navigator and, in doing so, how it will utilize current best practices.

**F.12.** The Vendor must ensure that the quality assurance and improvement process includes a process for service recipients to make complaints. The proposal must describe this process and the process it will use for complaint resolution.

**F.13.** The Vendor must implement a process to measure and report individual and family, if appropriate, satisfaction among participants for the TCM service they receive from the Community Navigator. The Vendor must conduct remedial activities, as necessary, based upon the results of the participant satisfaction surveys. The Vendor must include the proposed survey tool in its proposal response.

**F.14.** The Vendor must cooperate with DHSS/DDDS individual record and administrative reviews of TCM services performed by the Community Navigators, including but not limited to: employee credentials, staffing compliment information, documentation and billing, performance of activities such as consumer assessments, person-centered plan development, information and referral, monitoring and follow-up activities, and implementation of related DDDS program policies and procedures.

**F.15.** The Vendor shall be required to have a physical office within the geographic boundaries of the State of Delaware for the purpose of Medicaid enrollment with the DMAP. The location must be accessible for individuals with disabilities consistent with Americans with Disabilities Act (ADA) guidelines and must meet all applicable state or local inspection requirements for health, fire and safety.

**F.16.** The Vendor must have the capacity to provide and manage TCM statewide within the geographic borders of the State of Delaware.

**F.17.** The Vendor shall operate the program during hours that make Community Navigators available to participants and their family at times and locations convenient to the family. This means that the Vendor must make arrangements for flexible scheduling among staff to accommodate family schedules.

**F.18.** The Vendor proposal must include proposed policies, procedures and communication system that will ensure the ability to respond to individuals and other professionals with emergencies that occur after hours and on weekends. The Community Navigators must respond to non-emergency family contacts (phone, email or other written correspondence) within 3 business days of receiving the family communication unless other arrangements have been made with the family.

**F.19.** The Vendor shall ensure individuals have a choice among staff performing the role of Community Navigator and will provide written information in easily understood language upon admission to the program regarding how to request a change in Community Navigator and the process the Vendor will follow when such a request is made.

## G. Deliverables

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**G.1.** The Vendor will develop, implement and operate a Community Navigator program serving children and adults living in their own or family home throughout the State of Delaware. The Vendor will promote person-centered thinking in its everyday operations and promote the goals of the DDDS in providing quality support services across the lifespan.

**G.2.** The Vendor will ensure the delivery of TCM and related services including but not limited to: person-centered assessments and reassessments necessary for program eligibility and effective person-centered planning; facilitation and development of the person-centered plan; provision of information, referral and linkage services and activities; and, conduct monitoring and follow-up activities to ensure the person centered plan is implemented as written.

**G.3.** The Vendor will prepare reports on a monthly, quarterly and annual basis for submission to the designated DDDS Contract Administrator. Each report is due within 10 business days of the end of the reporting period. The format for the report will be provided by DDDS or designed in consultation with the Vendor. The minimum reporting requirements during each reporting period include:

- a.** Number of individuals newly entering the TCM service
- b.** Number of individuals leaving the TCM service and reasons for exit
- c.** Average caseload size by DDDS Region (region boundaries will be provided to the successful bidder)
- d.** Average number of days from referral to the TCM vendor to initial person-centered plan meeting date
- e.** Average number of days from when the PCP is completed or revised to the date a referral is made to the provider
- f.** Average number of days from the date of referral to the provider to the start date of the service
- g.** Number and % of individuals whose initial person-centered plan date exceeds the maximum allowable timeframe after referral
- h.** Based on a representative sample review of Person Centered plans for the reporting period:
  - 1.** Percent of plans that address all of the person's support needs
  - 2.** Percent of plans that identify the person's individual preferences and how they will be met in the plan
  - 3.** Percent of plans that are reviewed by the person and the team on an annual basis
  - 4.** Number and percent of plans that are revised when the needs of the person change
  - 5.** Number and percent of services delivered as specified in the plan including type, scope, amount, duration and frequency
  - 6.** Number and percent of people offered a choice of qualified providers
- i.** Number and percent of people for which progress toward goals included in the person-centered plan is reviewed by the Community Navigator as described in the frequency described in the plan
- j.** Percent of Community Navigators who are in compliance with established training requirements
- k.** Number of complaints made regarding the TCM service by service recipients summarized by type and method of resolution