

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
BEHAVIORAL HEALTH RESOURCE DEVELOPMENT
ISSUED BY DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH
CONTRACT NUMBER HSS-26-079**

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I. Overview

The State of Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health seeks professional services for Behavioral Health Resource Development. 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	<u>June 1, 2026</u>
Deadline for Questions	<u>June 15, 2026</u> at 4:30 PM EST
Pre-Bid Meeting	<u>June 22, 2026</u> at 1:00 PM EST
Response to Questions Posted by:	<u>June 29, 2026</u>
Deadline for Receipt of Proposals	<u>July 27, 2026</u> at 1:00 PM EDT
Estimated Notification of Award	<u>August 16, 2026</u>
Estimated Project Start Date	<u>September 30, 2026</u>

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 4).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States.

For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

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A pre-bid meeting has been established for this Request for Proposal.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/258175835910841?p=BrjDI4gAstd0C4IpQS>

Meeting ID: 258 175 835 910 841

Passcode: qY7wR6d7

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 302-504-8986,353288530#](tel:+13025048986353288530) United States, Wilmington

[Find a local number](#)

Phone conference ID: 353 288 530#

Join on a video conferencing device

Tenant key: teams@sod.onpexip.com

Video ID: 119 459 675 3

[More info](#)

Questions may be submitted no later than June 15, 2026 @ 4:30 PM EST.

All inquiries must be submitted in the Q/A section of the project listing in the Euna Procurement (formerly Bonfire) Portal (<https://dhss.bonfirehub.com>).

The Department's response to questions will be posted, according to the procurement schedule, under the project listing in Euna Procurement (formerly Bonfire) and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/> by **June 29, 2026**.

II. Scope of Services

Behavioral health resource development focuses on strengthening the infrastructure, workforce, and community partnerships needed to deliver effective, accessible prevention, treatment, and recovery supports. These efforts are critical to addressing growing behavioral health needs, reducing gaps in access and outcomes, and improving long-term outcomes for individuals, families, and communities.

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The State of Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health is soliciting proposals from qualified vendors to implement targeted behavioral health resource development activities that support peer service enhancement within the Mental Health Court, expand peer support workforce development and certification training, advance community-based prevention and recovery support system initiatives, provide Crisis Intervention Team training to strengthen partnerships between law enforcement and behavioral health systems, and integrate family and natural support-focused strategies through CRAFT.

Please see Appendix B for full Scope of Services.

III. Required Information

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

A. Minimum Requirements

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work 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 G, subsection 8 (Insurance).

B. General Evaluation Requirements

1. Experience and Expertise
2. Capacity to meet requirements
3. Program Design and Implementation
4. Program Sustainability and Pricing

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**

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This RFP is available in electronic form through the State of Delaware Procurement website at <https://mmp.delaware.gov/Bids/> and on Euna Procurement (formerly Bonfire) 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 Euna Procurement (formerly 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 only on written statements issued by the RFP designated Contracts, Management and Procurement contact.

The RFP designated contact is:

Karen Records
Chief of Social Determinants
Division of Substance Abuse and Mental Health
Bureau of Community Behavioral Health and Social Determinants
Karen.records@delaware.gov

Contracts, Management and Procurement Contact:

Adeyeye Awope
Management Analyst III
adeyeye.awope@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

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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
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in through Euna Procurement (formerly 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.

Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted.

All proposals must be submitted prior to 1:00 PM EDT on June 18, 2026.

PROPOSAL REQUIREMENTS

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- 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: Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
- **Notarizations are no longer required.**

Need Help? Please contact Euna Procurement (formerly Bonfire) directly at [Bonfire Hub](#), email to support.bonfire@eunasolutions.com, or call 1- 844- 226- EUNA (3862) press 1 for customer support/technical questions or issues related to your submission. You can also visit their help forum at <https://customer.eunasolutions.com/public/s/contactsupport>.

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.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be submitted through Euna Procurement (formerly 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.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or

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delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through September 30, 2027. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals submitted after the specified date and time will not be accepted by the Euna Procurement (formerly 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 Euna Procurement (formerly Bonfire).

7. Proposal Opening

The State of Delaware will receive proposals via Euna Procurement (formerly 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 [29 Del. C. § 10001](#), et seq. ("FOIA").

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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").

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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.

(Note: A FOIA request can be made by emailing dhss.foia@delaware.gov. DHSS will comply to the request after the RFP has been awarded.)

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 separate file(s) identified as "Confidential Business Information" and include the specific RFP number. The file must contain a letter from the vendor's legal counsel describing the documents in the file, representing in good faith that the information in each document is not "public record" as defined by [29 Del. C. § 10002](#), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such separate file(s), the State of Delaware will open the file 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.

12. 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

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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.

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.

13. 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.

The use of subcontractors WILL be permitted for this project.

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If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor by name, the service(s) to be provided, and its qualifications to provide such service(s).

Subcontractors will be held to the same requirements as the primary contractor.

The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

14. 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.

15. 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.

16. State's Right to Cancel Solicitation

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

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

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17. 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.

18. 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.

19. 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.

20. Notification of Withdrawal of Proposal

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

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

21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov 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.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 4. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 6. 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.

24. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other

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than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

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

a. RFP Award Notifications

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

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

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

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

25. Cooperatives

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

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 director of the Division of Substance Abuse and Mental Health Director, who shall have final authority, subject

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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.
- 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
Experience and Expertise Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	25
Capacity to Meet Requirements Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	20
Program Design and Implementation Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	35
Sustainability and Pricing Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	20

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Criteria	Weight
Total	100%

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

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

A. 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

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than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

B. 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).

C. General Information

1. The term of the contract between the successful bidder and the State shall be for one (1) year with four (4) optional extensions for a period of one (1) year for each extension.
2. 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.
3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
4. 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.
5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
6. 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.

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7. 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.
8. 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.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. 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.

E. 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 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.

F. 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

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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.

G. General Contract Terms

1. 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.

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

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided

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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.

3. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

4. 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.

5. 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. § 2101](#).

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,

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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.

6. Notice

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

Karen Records
Division of Substance Abuse and Mental Health
1901 N. DuPont Highway, Springer Building, New Castle, DE 19720
Karen.records@delaware.gov

7. Indemnification

a. 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.

b. 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:

- (1) Procure the right for the State of Delaware to continue using the Product(s);
- (2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (3) 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.

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8. Insurance

- a. 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.
- b. 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.
- c. 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.
 - (1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - (2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
 - (3) 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:
 - (a) \$1,000,000 combined single limit each accident, for bodily injury;
 - (b) \$250,000 for property damage to others;
 - (c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - (d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and
 - (e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.
- d. The successful vendor must carry at least one of the following depending on the scope of work being performed.

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- (1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- (2) Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/ \$3,000,000 per aggregate
- (3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- e. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- f. 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:

State of Delaware
Division of Substance Abuse and Mental Health
Contracts Unit
Administration Building
1901 North Dupont Hwy. New Castle, DE 19720

- g. 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.
- h. 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.
- i. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.
- j. 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).
- k. The State of Delaware shall not be named as an additional insured.
- l. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

9. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses

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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.

10. BID BOND

There is no Bid Bond Requirement.

11. PERFORMANCE BOND

There is no Performance Bond requirement.

12. 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.

13. 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.

14. Costs and Payment Schedules

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

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

15. Liquidated Damages

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

16. 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

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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.

17. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section V.G.15 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.

18. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Department of Health and Social Services (DHSS) Division of Substance Abuse and Mental Health.

a. Termination for Cause

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

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect 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

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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.

b. 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.

c. 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.

19. Non-discrimination

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

20. 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.

21. Vendor Activity

No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no

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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.

22. 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 7, and are subject the approval and acceptance of Department of Health and Social Services (DHSS) Division of Substance Abuse and Mental Health.

23. Personnel, Equipment and Services

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. 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.
- c. 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 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

24. 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.

25. Vendor Background Check Requirements

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

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

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

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be

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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.

26. 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](#)

27. 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.

28. 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.

29. 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:

- a. the laws of the State of Delaware;
- b. the applicable portion of the Federal Civil Rights Act of 1964;

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- c. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e. 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 a through e (noted above) 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.

30. 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.

31. 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.

32. 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.

33. 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.

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VI. 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.

8. IRS 1075 Publication (If Applicable)

a. Performance

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

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format 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 or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

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- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- (12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. Criminal/Civil Sanctions

- (1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI 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 FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- (2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or

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disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 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.

- (4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures 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 the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

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

9. Other General Conditions

- a. **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.

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- b. **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.
- c. **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.
- d. **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.
- e. **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.
- f. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- g. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- h. **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.
- i. **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.
- j. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH) or Purchase Card (P-Card). 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.
- k. **W-9** – The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.
It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.
Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000
- l. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-26-079** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
- m. **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.

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

VII. RFP Miscellaneous Information

A. 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.

B. 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.

C. 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 at 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.

VIII. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Vendor Information Form (refer to Appendix C)
- Attachment 3 – Non-Collusion Statement (refer to Appendix C)
- Attachment 4 – Exceptions (refer to Appendix C)
- Attachment 5 – Confidentiality & Proprietary Information (refer to Appendix C)
- Attachment 6 – Business References (refer to Appendix C)
- Attachment 7 – Subcontractor Information Form (refer to Appendix C)
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Application

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- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Forms
 - Vendor Information Form (Attachment 2)
 - Non-Collusion Statement (Attachment 3)
 - Exception Form (Attachment 4)
 - Confidentiality Form (Attachment 5)
 - Business References (Attachment 6)
 - Subcontractor Information Form (Attachment 7), if applicable
- Appendix D – Templates/Sample Agreements
 - Professional Services Agreement
 - Business Associate Agreement
 - DTI Terms & Conditions
- Appendix E – Workplan Template
- Appendix F – Project Cost Template
- Appendix G – SUPTRS, MHBG, SPF-PFS Federal Grant Conditions
- Appendix H – DTRN Provider Standards and DTRN User Agreement
- Appendix I – Mandatory Component Response Matrix and Submission Checklist

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 6 must be included in your proposal**
- Attachment 7 must be included in your proposal if subcontractors will be involved
- Attachments 8 and 9 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 8) 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 dsamh_peer@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 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Reporting is required by Executive Order.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 9.

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

Contract No. HSS-26-079 Title: Behavioral Health Resource Development

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

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

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

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Attachment 2 to Attachment 7

Contained in Appendix C under a separate file.

- Vendor Information Sheet (Attachment 2)
- Non-Collusion Statement (Attachment 3)
- Exceptions Form (Attachment 4)
- Confidential Information Form (Attachment 5)
- Business References (Attachment 6)
- Subcontractor Form (Attachment 7), if applicable

Please go to Appendix C for a separate file for these Attachments:

“HSS-yy-nnn – AppC-Vendor Frms.xlsx”



The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

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

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

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

Email: osd@delaware.gov

Web site: <https://business.delaware.gov/osd/>

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



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APPENDIX A

MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

1. Transmittal Letter as specified on page two (2) of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The 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. Please submit your pricing/cost noted in Appendix F – Budget Workbook Template for the appropriate component of which you are applying.
4. One (1) completed Vendor information Sheet (See Attachment 2 – in Appendix C).
5. One (1) complete and signed Non-collusion agreement (See Attachment 3 – in Appendix C)).
6. One (1) completed RFP Exception form (See Attachment 4 – in Appendix C) – please check box if no information – Form must be included.
7. One (1) completed Confidentiality Form (See Attachment 5 – in Appendix C) – please check if no information is deemed confidential – Form must be included.
8. One (1) completed Business Reference form (See Attachment 6 – in Appendix C)) – please provide references other than State of Delaware contacts – Form must be included.
9. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 7 – in Appendix C)) for each subcontractor – **only provide if applicable.**
10. Complete the Appendix E - Sample Workplan Template for the appropriate component of which you are applying.

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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APPENDIX B

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Nationally, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA's) leads public health efforts to advance behavioral health. Its recent strategic priorities have focused on preventing substance misuse and addiction, addressing serious mental illness, expanding crisis services, and improving access to evidence-based treatment and recovery support programming for substance use, mental, and co-occurring disorders. These priorities are further strengthened by the SUPPORT Act Reauthorization (2025) which prioritizes scalable recovery infrastructure and non-clinical supports for individuals with substance use disorders.

A single state agency for behavioral health is the designated state-level entity responsible for managing federal funds designated to achieve identified federal priorities and administering programs for substance use and mental health services within a state. It is the official body that applies for, receives, and oversees funds for prevention, treatment, and recovery, though it may delegate operational responsibilities to other state, local, or private entities. The State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) is responsible for adhering to the responsibilities assigned in the role of the single state agency for the State of Delaware.

As the single state agency, DSAMH is responsible for the development, implementation, maintenance, and oversight of a state plan for prevention, treatment, and recovery support; coordination of state and federal funding; and development of standards for the certification and approval of prevention, treatment, and recovery support programs. The Federal Fiscal Year (FFY) 2026-2027, "Delaware Behavioral Health Assessment and Plan" aligns to key federal priorities and emphasizes the need for an effective, person-centered, system of integrated care and behavioral health resource development.

Administrative Note of Reference: To review DSAMH's state plan "Delaware Behavioral Health Assessment and Plan" please take the following steps:

- Go to <https://bgas.samhsa.gov>
- Enter the username and password (these are case sensitive):
- Username - citizende
- Password - citizen
- Select "View Existing Applications" from the top tabs
- Select "FFY 2026-2027 Behavioral Health Assessment and Plan"
- Select "View Application"
- To review the plan, click to download the pdf file.

Overview

The mission of DSAMH is to promote health and recovery by ensuring that Delawareans have access to quality prevention and treatment for mental health, substance use, and gambling conditions. To accomplish its mission, DSAMH aims to strengthen and broaden Delaware's behavioral health system through a comprehensive behavioral health resource development initiative. This initiative supports the priorities outlined in DSAMH's state plan and aligns with federal goals related to behavioral health system transformation, justice diversion, peer-led service integration, and community-based recovery supports. Behavioral health resource development involves building and enhancing the assets, funding mechanisms, and infrastructure necessary to promote the mental, emotional, and social well-being of a population. Through this initiative, DSAMH seeks to advance prevention efforts, expand access to recovery supports, build workforce capacity, strengthen cross-system collaboration, and integrate

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family and natural support-focused strategies to improve overall behavioral health outcomes across diverse communities.

The initiative is structured around four interrelated components that work collectively to enhance the availability, quality, and sustainability of behavioral health resources statewide:

1. Component 1: Building and Refining Services for Targeted Subpopulations – Mental Health Court Peer Support. Focuses on strengthening peer support services within the judicial system to improve engagement, reduce recidivism, and promote recovery for individuals participating in the Mental Health Court.
2. Component 2: Workforce Development – Peer Workforce Development and Certification Training. Expands the capacity of Delaware’s peer recovery workforce through certification training, competency development, and continuing education aligned with the Delaware Certification Board standards.
3. Component 3: Prevention-Based and Recovery Support Non-Direct System Development Strategies. Builds statewide prevention and recovery support capacity through community/partnership development activities (such as marketing and communication), planning and coordination of services and public education activities to create healthy and recovery-oriented communities.
4. Component 4: Partnership and System Integration – Crisis Intervention Team Training. Enhances collaboration between law enforcement and behavioral health systems by equipping officers with the skills and knowledge to safely de-escalate behavioral health crises and connect individuals to appropriate community resources.
5. Component 5: Service Delivery and Integration – The Community Reinforcement Approach and Family Training (CRAFT). Strengthens the capacity of family members, friends, and other natural supports to support individuals with substance use challenges through skill-building, education, and non-confrontational engagement strategies that promote positive change and wellbeing.

Together, these components support DSAMH’s goal of building a coordinated and sustainable behavioral health system that increases access to recovery-oriented services, strengthens community readiness, and enhances outcomes for individuals and families across Delaware. By investing in service development, workforce training, community capacity-building, cross-system collaboration, and family and natural support-focused strategies, the initiative ensures a more resilient, person-centered, and effective behavioral health landscape statewide.

DSAMH is soliciting proposals from qualified vendors to implement targeted behavioral health resource development activities that support peer service enhancement within the Mental Health Court, expand peer support workforce development and certification training, advance community-based prevention and recovery support system initiatives, provide Crisis Intervention Team training to strengthen partnerships between law enforcement and behavioral health systems, and integrate family and natural support-focused strategies through CRAFT.

Administrative Note of Reference: This is a multi-service RFP. Multiple vendors may be selected based on the Division’s needs for each component and the availability of funding. Currently, \$2,510,389.14, is available for the total execution of this scope of work. Funding allocations for each

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Component are detailed within the corresponding Scope of Work sections. Annual funding amounts are contingent upon the availability of funds, funding source, and funding source priorities and may vary accordingly.

For ease of understanding the scope of work and expectations of this RFP, Vendors will find the client target population; service functions; staffing requirements (as applicable); adherence to policies and procedures; fiscal requirements and funding restrictions; evaluation and performance measures; quality improvement; performance measurements and key outcome indicators; and technical response requirements separated by each Component to be served within this RFP.

It is recommended that Vendors wishing to submit a proposal for more than one component should submit separate proposals so that each component is scored independently for consideration. We understand the administrative burden for this request and recommend that organization content be copied for upload into each proposal for response areas that may be repetitive to the organization (meaning the same information be used for each proposal). Sections include Experience and Expertise Reputation; Capacity to Meet Requirements; Program Design and Implementation; and Sustainability and Pricing. All other information submitted should be specific to the Component outlined for each proposal.

Funding under **Component #3** is restricted to vendors that provide **non-direct resource development activities** in support of prevention or recovery support services. Eligible projects must focus on **system development, capacity-building, public education, or community-level strategies**, rather than the delivery of direct client services. Activities under this component **must not involve direct contact with clients** or the provision of individual or group services. Further funding for Component #3 is not intended for clinical services; instead, it supports efforts that strengthen systems, expand organizational capacity, and enhance community awareness and engagement.

Vendors are not required to provide all service functions (prevention, community and recovery support outreach activities, or public education) included in Component #3. However, vendors must clearly specify the service function(s) for which they are applying and provide a detailed description of how they will implement all required activities associated with those function(s). Vendors must also demonstrate their ability to meet all additional requirements outlined in this RFP to be considered eligible for funding.

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**BEHAVIORAL HEALTH RESOURCE DEVELOPMENT
COMPONENT #1: BUILDING AND REFINING SERVICES FOR TARGETED SUBPOPULATION
MENTAL HEALTH COURT PEER SUPPORT**

Peer support services are non-clinical, strengths-based supports provided by individuals with lived experience of mental health and/or substance use challenges. These services promote recovery by fostering hope, self-determination, and community integration. Peer support is recognized as a core component of behavioral health systems. Community-based organizations led by peers are increasingly central to helping individuals navigate recovery, reduce stigma, and access natural supports.

In 2023, the Substance Abuse and Mental Health Services Administration (SAMHSA), in collaboration with the U.S. Department of Health and Human Services (HHS), released the National Model Standards for Peer Support Certification, reinforcing the essential role of Peer Recovery Specialists within behavioral health systems. These model standards and associated core competencies establish a unified framework for effective, ethical, and recovery-oriented peer support practice.

The National Model Standards emphasize the following foundational principles that guide peer support services:

- **Lived Experience:** Peer support is grounded in the authentic lived experience of individuals who have navigated substance use and/or mental health challenges, providing credibility, connection, and mutual understanding.
- **Hope, Recovery, and Wellness:** Promoting hope and supporting recovery-oriented and wellness-focused outcomes are central tenets of peer support.
- **Person-Centered and Voluntary Support:** Services are driven by the individual receiving support, tailored to their goals, preferences, and strengths, and participation is entirely voluntary.
- **Empowerment and Advocacy:** Peer Recovery Specialists support individuals in identifying strengths, exercising self-advocacy, understanding their rights, and navigating complex behavioral health and justice systems.

The model standards further define core competency areas required for effective peer support practice:

- **Ethics and Boundaries:** Adherence to ethical guidelines, maintenance of professional boundaries, and the appropriate use of self-disclosure.
- **Communication and Interpersonal Skills:** Use of respectful, inclusive language; development of effective working relationships with individuals served and multidisciplinary teams; and application of conflict resolution techniques.
- **Cultural and Structural Competence:** Recognition of health disparities and systemic inequities, with demonstrated cultural humility and responsiveness in practice.
- **Trauma-Informed Care:** Application of trauma-informed principles, including awareness of the impacts of trauma, grief, compassion fatigue, and burnout.
- **Resource Navigation:** Coaching individuals in accessing community-based resources, navigating healthcare and social service systems, and building sustainable support networks.
- **Wellness and Self-Care:** Promotion of resiliency and modeling of self-care strategies to support peer well-being and prevent burnout and compassion fatigue.

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These competencies guide training, supervision, and professional development, ensuring peer recovery specialists are equipped to support others while maintaining their own wellness.

SAMHSA defines recovery as a dynamic process through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. Peer support plays a vital role in this journey by offering lived experience, mutual understanding, and practical guidance across SAMHSA's four dimensions of recovery:

- Health: Peer workers model and support strategies for managing symptoms, reducing substance use, and making healthy lifestyle choices.
- Home: They help individuals navigate housing systems and build routines that support stability and safety.
- Purpose: Through shared experience, peers inspire hope and help others engage in meaningful roles, whether through work, education, or creative pursuits.
- Community: Peer support fosters connection, reduces isolation, and strengthens social networks that are essential for long-term recovery.

Aligned with SAMHSA's definition of recovery, peer support drives measurable progress in health, housing stability, purpose, and community connection by transforming lived experience into actionable guidance and sustained motivation. By reinforcing strengths, fostering accountability, and building social connection, peer support extends beyond clinical care to empower individuals to take ownership of their recovery and succeed in their communities.

Component #1 Overview

Delaware's Mental Health Court is a specialized judicial initiative designed to divert individuals with serious mental illness from traditional criminal justice processing into structured, community-based treatment and recovery services. Operating under the Superior Court, the program identifies eligible defendants early in the adjudication process, confirms clinical diagnoses, and coordinates care through behavioral health providers and case managers.

Critical to its success in reducing incarceration and improving treatment engagement, Delaware's Mental Health Court requires access to peer support services, an evidence-based intervention, shown to improve outcomes for justice-involved individuals. Embedding Certified Peer Recovery Specialists (CPRS) into the court system increases participant engagement, assists with reduced recidivism, and promotes long-term recovery.

This component directly supports DSAMH's state plan and aligns with federal priorities for justice diversion, peer-led recovery services, and system integration. Building and refining services for this targeted subpopulation will ensure the sustainability and scalability of peer support within the judicial system, improve individual well-being for one of the state's most vulnerable populations, and foster functional skills and community integration.

Client Target Population

The Vendor will serve adults (age 18 and over) statewide participating in Delaware's Mental Health Court who:

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- have a confirmed diagnosis of a serious mental illness or co-occurring mental health and substance use disorder.
- are at risk of continued justice involvement, incarceration, or treatment non-engagement without enhanced recovery support services.
- have been referred by Delaware’s Superior Court and/or the Mental Health Court Team.

Service Functions

The vendor shall deliver peer support services in alignment to National Model Standards designed to improve treatment engagement, increase participation in court-mandated activities, and support long-term recovery for the identified client target population. The primary functions of Component #1- Building and refining services for targeted subpopulation, Mental Health Court Peer Support for the target population include, at a minimum:

- a. **Peer Support Engagement:** Peer Recovery Specialists provide individualized and group-based support rooted in shared lived experience. Services focus on building trust, fostering hope, and promoting recovery through regular one-on-one meetings, peer-led groups, and informal check-ins. Engagement is voluntary and designed to meet participants where they are emotionally, physically, and in their recovery journey. Peer Recovery Specialists model recovery, offer encouragement, and help participants navigate challenges related to mental health, substance use, and justice involvement.
- b. **Court System Navigation:** Peer Recovery Specialists support participants in feeling informed, prepared, and confident when engaging with the Mental Health Court. Services focus on helping participants understand what to expect at each stage of the court process, including hearings, requirements, and timelines, using clear and accessible language. Peer Recovery Specialists help participants prepare questions, reflect on progress, and identify concerns they wish to share with the court team. By offering reassurance, emotional support, and practical guidance, peers help reduce fear and confusion, strengthen participants’ sense of agency, and support meaningful participation in court-related activities.
- c. **Recovery Planning:** Peer Recovery Specialists collaborate with participants to develop personalized recovery and wellness plans that reflect their goals, strengths, and values. These plans are client-driven and aligned with clinical recommendations and court mandates. They help participants identify recovery pathways, set achievable goals, and track progress, while reinforcing autonomy and self-determination.
- d. **Warm Handoffs:** Peer Recovery Specialists facilitate seamless transitions between systems of care by coordinating with case managers, treatment providers, housing agencies, and other community resources. They accompany participants to appointments when appropriate, ensure follow-through on referrals, and help build sustainable support networks. This approach reduces service fragmentation and promotes continuity of care.
- e. **Crisis Support and Relapse Prevention:** Peer Recovery Specialists provide non-clinical support during emotional distress, relapse episodes, or life disruptions. They offer early intervention, de-escalation strategies, and recovery maintenance tools, while encouraging participants to access clinical or emergency services when needed. They also help develop individualized wellness recovery action plans and coping strategies to support long-term stability.

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- f. Trauma-Informed and Responsive Care: All services are delivered through a trauma-informed lens that prioritizes safety, empowerment, and social responsiveness. Peer Recovery Specialists recognize the impact of trauma on behavior and recovery, and use strengths-based, person-centered approaches to foster healing and resilience. Services are equitable and inclusive, respecting the varied identities and experiences of participants.
- g. Collaboration with Court Teams: Peer Recovery Specialists function as collaborative partners within the Mental Health Court team, supporting coordinated, recovery-oriented decision-making. They may participate in staffing meetings, case reviews, and court hearings as appropriate and in accordance with Delaware Superior Court guidance. Peer Recovery Specialists provide observations related to participant engagement, strengths, and recovery progress, while reinforcing treatment adherence and court expectations. Their role supports the court team's understanding of participant experiences and promotes balanced, informed responses that align accountability with recovery principles.
- h. Documentation and Reporting: Peer Recovery Specialists maintain accurate, timely, and confidential records of all services provided. Documentation includes participant contacts, progress toward recovery goals, referrals made, and outcomes achieved. Reports are submitted in accordance with Mental Health Court program protocols and may be used to inform case planning, team discussions, and program evaluation.

The vendor must use the Delaware Treatment and Referral Network (DTRN) E-referral module when making referrals for Mental Health Court Peer Support participants requiring access to behavioral health treatment and other recovery support services as applicable. Vendors can refer to Appendix H of this RFP for information on the DTRN User Agreement and Provider Standards.

Administrative Note of Reference: Only one vendor shall be selected for this Component as it is important to maintain consistency for the Delaware Superior Court as it relates to care coordination, collaboration, and communication needs of the Mental Health Court and its participants.

Staffing Requirements

The vendor shall ensure staffing levels sufficient to meet the needs of the Mental Health Court docket(s). Requirements include:

- Certified Peer Recovery Specialists (CPRS) who hold active state certification and meet Delaware Certification Board credentialing standards. Peer Recovery Specialists hired who do not hold the CPRS credential must be actively pursuing the credential and receive certification within nine (9) months of hire. Information on CPRS can be found at [Certified Peer Recovery Specialist \(CPRS\) | Delaware Certification Board](#).
- Lead/Supervisory Staff with experience supervising peer recovery specialists, providing coaching, and ensuring adherence to evidence-based practices. It is preferred that supervisors of peer recovery specialists acquire certification as a supervisor of peer specialists (CSPS) through the Delaware Certification Board. Information on CSPS can be found at [Certified Supervisor of Peer Specialists \(CSPS\) | Delaware Certification Board](#).

Vendors must maintain adequate staff–participant ratios to ensure accessibility, engagement, and timely response to referrals and participant needs. Staff background checks, credential verifications,

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and continuing education must comply with DSAMH policies and procedures and requirements under the Delaware Certification Board.

Adherence to Policies and Procedures

The Vendor is required to adhere to all federal, state and DSAMH policies, processes, procedures, requirements, rules, laws, and regulations, including, but not limited to, those listed for Component #1 in this RFP. In settings where these policies do not apply in part or full, the Vendor must detail this and obtain written approval from DSAMH. Such policies include but are not limited to:

- [DSAMH004 – Community Access Standards](#)
- [DSAMH007 – Contracted Religious Organizations](#)
- [DSAMH009 – Nicotine Policy](#)
- [DSAMH011 – Trauma Informed Care](#)
- [DSAMH012 – Provision of Culturally and Linguistically Appropriate Services](#)
- [DSAMH013 – Discharge From Services Policy](#)
- [DSAMH026 – Client Complaint and Grievance](#)
- [DSAMH026A – Sample Posting](#)
- [DSAMH026B – Clients Rights and Responsibilities](#)
- [DSAMH026C – Complaint Response Letter](#)
- [DSAMH029 – Community Incident Reporting Policy](#)
- [DSAMH030 – PCWFD Program Closure Policy](#)
- [Criminal Background Check](#)
- [Human Subjects Review Board](#)
- [Inclusion](#)
- Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.).
- The Drug-Free Workplace Act of 1988.
- The Americans with Disabilities Act (PL 101-336).
- HIPAA and 42 CFR, Part 2.
- State of Delaware, Office of Management and Budget, Budget and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.
- Any applicable policy, regulation, or terms and conditions that falls under compliance with credentials for Peer Recovery Specialists (CPRS) and Supervisors of Peer Specialists (CSPS) with the Delaware Certification Board [Home | Delaware Certification Board](#).

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

Fiscal Requirements and Funding Restrictions

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Selected vendor will be paid on a cost reimbursement basis. \$390,000 is presently available for the total service execution of Component #1. Annual funding amount determinant is contingent on availability of funds, funding source, and funding source priorities. To participate in this program:

- Vendor will be required to obtain a Unique Entity ID Number, register and provide updated information as required to the System for Award Management. Information about System for Award Management can be found at: <https://www.sam.gov/>.
- Vendor shall acknowledge DSAMH as a funding source in all publicity pertaining to this Scope of Work.
- Payments made will adhere to the State of Delaware, Office of Management and Budget, and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.
- Vendor must be a non-profit or for-profit entity that has been in operation for over two-years and has an active Business License with the State of Delaware.
- For a Vendor that has a contract with DSAMH in place when this RFP is issued, that Vendor must have all outstanding Corrective Action Plans for deficiencies submitted to DSAMH for approval prior to submission.
- The funds received and expended under the executed contract must be accounted for and recorded by the selected Vendor to permit auditing and accounting for all expenditures in conformity with the terms and provisions of the executed contract, and State and Federal laws and regulations.
- The Vendor's fiscal records and accounts, including those involving other programs which, by virtue of cost or material resources sharing, are substantially related to the executed contract, shall be subject to audit by duly authorized Federal and State officials.
 - All fees paid to the Vendor shall be subject to claw back by DSAMH if such fees are determined by DSAMH or applicable governmental authority to be inappropriate for any reason.
- Cost Reimbursement Contracts are subject to Fiscal Monitoring. Vendors will be notified prior to the scheduled monitor date. The provider will be informed of the required documents for submission. The monitor process session will include review of invoices from the previous invoices submitted.
- Upon notice given to the Vendor's Executive Director or designee, representatives of DSAMH or other duly authorized State or Federal agencies shall have the right to inspect, monitor, audit and evaluate the program's fiscal records or other material relative to the executed contract. The Vendor must cooperate and comply with all audit activities and submit all requested materials in support of the expense and/or service being reviewed.
- Vendor is required to have an annual audit, conducted by an independent auditor, and provide DSAMH with a copy of the completed annual audit, including any related financial statements and management letters, within nine (9) months of the end of the Vendor fiscal year. Vendor must provide one bound copy via US Mail and an electronic (via the DHSS_DSAMHFiscalMonitoring@delaware.gov mailbox). Any DSAMH initiated audit shall neither obviate the need for, nor restrict the Vendor from conducting required annual corporate audits. Financial statements are to be prepared in accordance with appropriate generally accepted accounting principles. Audits must be performed in accordance with auditing standards generally accepted in the United States and Government Auditing Standards issued by the U.S. Comptroller

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General. When required by the amount of the Vendor's total annual Federal award expenditures, the Vendor must comply with the requirements of the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, and its successors.

- Prohibited Costs: In determining unallowable costs, DSAMH used, Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. A copy of this document is available at the following link: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). DSAMH will not pay for the following costs:
 - Costs incurred before the effective date or after the termination date of any contract.
 - Costs for services which have not been rendered; cannot be verified as having been provided, according to standard DSAMH monitoring and audit procedures; have not been provided by DSAMH approved agencies and programs; have been provided to persons not authorized by DSAMH; have been provided to persons of less than 18 years of age, unless such persons have been approved in writing by DSAMH as eligible to receive services under this Contract; have been paid for by Medicaid or Medicare, by other third-party payers, by or on behalf of the recipient of services; or are a benefit offered as a covered service in any healthcare plan under which the resident has been determined to be covered, or for which the resident has been found to be eligible (unless such residents are specifically approved in writing by DSAMH as eligible to receive services under this Contract).
 - Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.
 - Costs incurred in violation of any provision of the contract.
 - Costs of acquisition, renovation or improvement of facilities or land. Ongoing costs of facility maintenance and repair are distinguished from improvement and are allowable.
 - Costs incurred for the purchase and maintenance of Vehicles.
 - Costs of political activities, including transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.
 - Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
 - Interest payments, late payment fees and penalties charged by Vendor because of late invoicing.
 - Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
 - Costs that violate any requirement or are identified as a prohibited activity in this scope of work
 - Costs that violate any applicable Federal or State statute or regulation.

\$390,000 is presently available for the total service execution of Component #1. Annual funding amount determinant is contingent on availability of funds, funding source, and funding source priorities.

Evaluation and Performance Measures

The goal of this portion of the scope is to establish sustainable systems to understand the program and its outcomes as simply as possible, integrating data collection into current systems wherever possible.

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DSAMH has the right to conduct any onsite evaluation and monitoring of the Vendor’s activity at any time.

The extension of the service period of the contract is based on the past performance of the Vendor. The determination shall be based on, but not limited to, considerations of the following factors:

Performance Objective	Method of Assessment
Provide services as identified in Scope of Services	Monthly provider meeting participation, Review of program reports, third-party feedback
Compliance with all State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work.	Review of program reports, third-party feedback
Adhere to requirements in Professional Service Agreement, Divisional Requirements, Scope of Services, and Contract Budget information.	Monthly provider meeting participation, Review of program reports, third-party feedback, Annual submission of policies, procedures, and plans outlined in scope of work
Reconcile accounts before submitting invoices	Review of Vendor invoices and back-ups to the invoices
Submit required invoices on time	Review of Invoices
Deliver required reports	Review of Reports and Deadlines

Quality Improvement

Vendor shall implement a method for identifying, evaluating, and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. The quality assurance plan shall include the proposed indicators essential to assess the Vendor’s performance and the overall adequacy of services being provided to individuals in the target population.

1. Vendor must comply with HIPAA and 42 CFR, Part 2.
2. Vendor must comply with regular program and service reporting.

Measurement and Key Outcome Indicators

The Vendor shall implement a structured monthly reporting cadence, established at contract initiation, to monitor progress toward project milestones, outputs, and outcomes. DSAMH may request supplemental reporting as necessary. The monthly provider report shall contain the following performance measures:

a. **Participant Retention and Completion**

Monthly census tracks aggregate number of client referrals for Mental Health Court peer support participation to Vendor, including basic client demographics (gender, age (Young People (18-24); Young Adults (25-35); Older Adults (36-60); Seniors (60+), race and ethnicity), dates of referrals and referral status. Includes rate of successful vs. involuntary discharges.

b. **Engagement and Participation**

Performance indicators:

- Number of peer support sessions completed (individual and group)
- Percentage of participants actively engaged in services
- Retention rate in peer support over 90 days

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Targets consideration for indicators:

- ≥60% of enrolled participants engage in peer support services as recommended
- ≥60% retention rate over a 3-month period

c. Recovery and Wellness Outcomes

Performance indicators:

- Participant-reported improvements in hope, empowerment, and self-efficacy
- Reduction in psychiatric symptoms or emotional distress (self-assessed)

Targets consideration for indicators:

- ≥75% of participants report increased hope and empowerment within 90 days
- ≥50% report improved emotional regulation or symptom management

d. Service Access and Coordination

Performance indicators:

- Number and type of referrals made to community services
- Participant-reported ease of accessing services

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Targets consideration for indicators:

- ≥70% of participants receive at least one referral within 30 days
- ≥60% report improved access to needed supports

e. Crisis Support and Relapse Prevention

Performance indicators:

- Number of crisis interventions provided
- Percentage of participants with wellness recovery action plans

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Targets consideration for indicators:

- ≥60% report using peer support during crisis situations
- ≥80% of participants have a documented wellness recovery action plan

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f. Quality Improvement Review

As part of the quality improvement plan, the monthly program report must also highlight issues raised either by the Vendor as continuous improvement objectives along with recommendations to address these objectives.

Presently, the Vendor shall submit monthly program reports to DSAMH_peer@delaware.gov by the 10th of each month for the preceding month of service. DSAMH shall establish the content and format structure of the report. As DSAMH reviews its various reporting mechanisms for the purpose of standardization across its behavioral health ecosystem, DSAMH reserves the right to shift the mechanism of how monthly program information is submitted which may include submission via a state contracted cloud-based survey platform. DSAMH shall provide the Vendor 60 days' notice of any report submission changes in writing.

DSAMH reserves the right to claw back or hold funds for program reports not submitted.

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Technical Response Requirements

The Vendor's responses to the categories below must describe how it will fulfill the requirements outlined in the scope of work. Vendor should ensure that all proposed solutions are consistent with DSAMH policies and procedures, and applicable regulations, standards, procedures, and best practices.

It is recommended that Vendors wishing to submit a proposal for more than one component should submit separate proposals so that each Component is scored independently for consideration. We understand the administrative burden for this request and recommend that organization content be copied for upload into each proposal for response areas that may be repetitive to the organization (meaning the same information be used for each proposal). Sections include Experience and Expertise Reputation; Capacity to Meet Requirements; Program Design and Implementation; and Sustainability and Pricing. All other information submitted should be specific to the component outlined for each proposal.

1. **Experience and Expertise (up to 25 points):** The Vendor shall provide documentation and narrative demonstrating its qualifications to deliver peer support workforce development and certification training consistent with services and requirements outlined in this scope of work. Required elements include:
 - a. **Organizational Documentation**
 - Submit a current Board of Directors roster, if applicable.
 - Submit proof of legal operation for at least two (2) years (i.e., certificate of incorporation, tax filings, prior contracts).
 - Submit a current Delaware Business License.
 - b. **Demonstrated Experience and Expertise-** The Vendor must clearly demonstrate experience in providing peer support services, particularly for clients with justice-involvement.
 - c. **Key Personnel and Staffing Plan Requirement-** The Vendor must submit a comprehensive staffing plan that ensures timely and consistent delivery of Component #1 Mental Health Court Peer Support services. The plan must:
 - Identify all key personnel responsible for designing, delivering, coordinating, and supervising training, including their roles, responsibilities, and level of involvement.
 - Provide résumés, CVs, or bios demonstrating qualifications, peer support credentials, trauma-informed pedagogy, and recovery-oriented practice.
 - Include detailed position descriptions for any new personnel to be hired, outlining required qualifications, experience, and recruitment strategies.
 - Describe procedures for staff recruitment, hiring, onboarding, training, supervision, and performance management, including background checks and credential verification compliant with DSAMH and DCB policies.
 - Ensure staff training addresses essential competencies for serving the target population, including trauma-informed, ethical, social responsive, and person-centered practices.
 - Include any existing Standard Operating Procedures (SOPs) or formal documentation for recruitment, onboarding, training, supervision, and performance management. Selected Vendors must provide these policies annually as part of Division contract monitoring.

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- 2. Capacity to Meet Requirements (up to 20 points):** This section requires a detailed description of the vendor's capacity to execute the project effectively.
- a. Organizational Strengths and Challenges:
- Describe clearly the organization's strengths that support its ability to successfully implement each of the proposed service functions within the required timeframes.
 - Identify any anticipated challenges that may affect implementation, along with strategies the organization will employ to address or mitigate these challenges.
- b. Operational Readiness:
- Provide an explanation of internal systems, processes, or structures that demonstrate the organization's readiness to begin service delivery of the proposed service functions upon contract execution.
 - Identify the system in place for documentation, data collection, and reporting.
- c. Established Partnerships, (Required): The Vendor shall demonstrate experience in partnering with behavioral health treatment providers.
- Provide a letter of support demonstrating established partnerships with behavioral health treatment providers who are actively serving the target client population.
- 3. Program Design and Implementation (up to 35 points)**
- a. Programming- The Vendor must provide a comprehensive proposal detailing its strategy for delivering the services outlined for Component #1 in this Scope of Work, demonstrating how the approach effectively addresses the needs of the target population. The response should explicitly cover the following aspects:
- **Peer Support and Integration:** Identify and describe the specific evidence-based tools and interventions the Vendor will utilize. Additionally, detail the approach to providing peer support services, including how these services will be integrated with existing behavioral health treatment programs to reduce service duplication and enhance participant outcomes and support recovery.
 - **Collaboration Strategy:** Outline clear strategies and mechanisms for effective collaboration with key stakeholders in the Mental Health Court, including the Superior Court, Department of Corrections, Bureau of Community Corrections-Probation and Parole, and the Division of Substance Abuse and Mental Health's Treatment Access Services Center (DSAMH's TASC).
 - **Supporting Documentation:** The Vendor shall upload existing Standard Operational Procedures (SOPs), peer support group topics/curriculum, and other formal documents relevant to service delivery. The selected vendor will be required to provide these policies annually as part of the Division's contract monitoring process.
 - **Adherence to Policies and Procedures:** Describe how the Vendor intends to adhere to all policies and procedures specified within this scope of work for each proposed component. The Vendor shall upload any existing internal policies that support compliance with the identified policies, processes, and regulations. The selected vendor shall provide these policies annually as part of the Division's contract monitoring process.
 - **Continuity of Operations Plan (COOP):** The Vendor shall attach a Continuity of Operations (COOP) Plan. These plans are designed to guide the entire Vendor organization in the continued provision of essential operations and the re-establishment of critical business

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functions during and after a disaster. The selected vendor shall submit COOP Plans annually as part of the Division's contract monitoring process.

- b. Quality Assurance and Performance Measures: The Vendor is required to implement a robust quality assurance plan designed to identify, evaluate, and promptly correct deficiencies in service quality and quantity.
- **Plan Components**: The quality assurance plan must detail the methodology for sustaining service fidelity (i.e., reporting mechanisms, monitoring processes). It shall also establish clear performance targets and a system for evaluating, tracking, and reporting progress. Additionally, the plan must outline methods for assessing both client and stakeholder satisfaction. The selected Vendor shall submit an updated quality assurance plan annually as part of the Division's contract monitoring process.
 - **Data Collection**: The proposal must describe the specific procedures for collecting all metrics outlined for Component #1.
- c. Work Plan Submission Requirements- The Vendor shall complete and submit a Workplan for Component #1 using the template provided as an Appendix E of this RFP. Upon award of this RFP, the Work Plan will be incorporated as an Appendix to the executed contract. The Work Plan shall include:
- **Areas of Agreement**: A detailed statement of agreement to service functions and requirements outlined for Component #1.
 - **Organizational Information**: Vendor shall provide:
 - Name of the organization and mission statement, emphasizing commitment to the service functions outlined in Component #1.
 - Address(es) of operation, including description of how locations facilitate access for the target population.
 - Operational hours and scheduling plan for project activities within the service functions.
 - **Implementation Plan**: Vendor shall provide a comprehensive Implementation Plan in a chart format, including:
 - **Milestones, Target Dates, and Expected Completion Dates**: Identify key milestones, target dates, and expected completion dates for all planned activities.
 - **Activities from Start-Up through Full Implementation**: Describe activities required for each service function, including start-up tasks, recruitment, hiring, onboarding, and orientation of key staff.
 - **Metrics for Tracking Progress and Outcomes**: Include tracking of measurable indicators outlined for Component #1.

4. Sustainability and Pricing (up to 20 points)

Financial sustainability shall be evaluated by review of the following information:

- Vendor must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements). If your A-133 audit resulted in administrative

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findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings. Vendors that are not subject to an A-133 Audit must submit their most recent Independent Audit/Evaluation.

- Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed.
- The Division of Substance Abuse and Mental Health reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the contract. Vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of the awarded RFP contract.

Pricing shall be scored based on review of the submitted Budget Workbook for Component #1 attached as Appendix F of this RFP. \$390,000 is presently available for the total service execution of Component #1. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

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**BEHAVIORAL HEALTH RESOURCE DEVELOPMENT
COMPONENT #2: WORKFORCE DEVELOPMENT
PEER SUPPORT WORKFORCE DEVELOPMENT AND CERTIFICATION TRAINING**

Peer support services are non-clinical, strengths-based supports provided by individuals with lived experience of mental health and/or substance use challenges. These services promote recovery by fostering hope, self-determination, and community integration. Peer support is recognized as a core component of behavioral health systems. Community-based organizations led by peers are increasingly central to helping individuals navigate recovery, reduce stigma, and access natural supports.

In 2023, the Substance Abuse and Mental Health Services Administration (SAMHSA), in collaboration with the U.S. Department of Health and Human Services (HHS), released the National Model Standards for Peer Support Certification, reinforcing the essential role of Peer Recovery Specialists within behavioral health systems. These model standards and associated core competencies establish a unified framework for effective, ethical, and recovery-oriented peer support practice.

The National Model Standards emphasize the following foundational principles that guide peer support services:

- **Lived Experience:** Peer support is grounded in the authentic lived experience of individuals who have navigated substance use and/or mental health challenges, providing credibility, connection, and mutual understanding.
- **Hope, Recovery, and Wellness:** Promoting hope and supporting recovery-oriented and wellness-focused outcomes are central tenets of peer support.
- **Person-Centered and Voluntary Support:** Services are driven by the individual receiving support, tailored to their goals, preferences, and strengths, and participation is entirely voluntary.
- **Empowerment and Advocacy:** Peer Recovery Specialists support individuals in identifying strengths, exercising self-advocacy, understanding their rights, and navigating complex behavioral health and justice systems.

The model standards further define core competency areas required for effective peer support practice:

- **Ethics and Boundaries:** Adherence to ethical guidelines, maintenance of professional boundaries, and the appropriate use of self-disclosure.
- **Communication and Interpersonal Skills:** Use of respectful, inclusive language; development of effective working relationships with individuals served and multidisciplinary teams; and application of conflict resolution techniques.
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- **Resource Navigation:** Coaching individuals in accessing community-based resources, navigating healthcare and social service systems, and building sustainable support networks.
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- Health: Peer workers model and support strategies for managing symptoms, reducing substance use, and making healthy lifestyle choices.
- Home: They help individuals navigate housing systems and build routines that support stability and safety.
- Purpose: Through shared experience, peers inspire hope and help others engage in meaningful roles, whether through work, education, or creative pursuits.
- Community: Peer support fosters connection, reduces isolation, and strengthens social networks that are essential for long-term recovery.

Aligned with SAMHSA's definition of recovery, peer support drives measurable progress in health, housing stability, purpose, and community connection by transforming lived experience into actionable guidance and sustained motivation. By reinforcing strengths, fostering accountability, and building social connection, peer support extends beyond clinical care to empower individuals to take ownership of their recovery and succeed in their communities.

Component #2 Overview

Delaware is working to strengthen its behavioral health system by expanding and professionalizing its peer support workforce. Peer support professionals (individuals who draw on lived experience of mental health and/or substance use recovery) play a crucial role in providing trauma-informed, person-centered services. Certified Peer Recovery Specialists (CPRS) and Certified Supervisors of Peer Specialists (CSPS) serve as essential connectors between clinical services and community-based recovery supports.

Despite their importance, Delaware faces significant challenges in developing a strong peer workforce. Current barriers include limited training access, inconsistent supervision quality, unclear career advancement pathways, and ongoing role ambiguity across service settings.

Component #2 directly addresses these gaps by:

- Investing in statewide workforce infrastructure, training capacity, and technical assistance to build a sustainable peer workforce pipeline.
- Developing, training, and certifying peer professionals to expand recovery-oriented care.
- Supporting certification, continuing education, and competency development for individuals pursuing CPRS and CSPS credentials in alignment with Delaware Certification Board (DCB) standards.

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The overarching goal is to increase the number of qualified peer support professionals, enhance access to evidence-based and recovery-oriented services, and ensure a high-quality, trauma-informed peer support system across Delaware. Through expanded training opportunities, clear workforce pathways, and structured professional supports, Component #2 aligns with SAMHSA federal priorities and advances DSAMH's strategic goal of building a resilient, high-quality peer support workforce that contributes to individual recovery and statewide behavioral health system transformation.

Client Target Population

The vendor shall provide peer support workforce development and training services for:

- Individuals pursuing CPRS or CSPS certification through the Delaware Certification Board.
- Current CPRS and CSPS professionals seeking continuing education, recertification, or advanced learning.
- Individuals with lived experience of mental health or substance use challenges who meet DCB eligibility requirements and wish to enter the peer support workforce, including those residing in the community and within the Department of Correction (DOC) within Baylor Women's Correctional Institution, Howard R. Young Correctional Institution, James T. Vaughn Correctional Institution, and Sussex Correctional Institution.

Service Functions

The vendor shall design, deliver, and coordinate peer support workforce development activities that meet or exceed all Delaware Certification Board (DCB) requirements. Under Component #2, the Vendor is responsible for offering high-quality, trauma-informed, recovery-oriented training that prepares individuals for certification as Certified Peer Recovery Specialists (CPRS) and Certified Supervisors of Peer Specialists (CSPS) as well as provides the ongoing education needed to maintain and sustain these certifications. Primary service functions include the following:

- a. **Core CPRS Training**-The Vendor shall deliver DCB and DSAMH approved CPRS curriculum grounded in the five domains of peer recovery education domains. Curriculum delivery must include instructional content, applied learning activities, skills practice, and assessment aligned with competency-based standards.
 - **Advocacy**-This domain prepares peer recovery specialists to empower individuals to exercise autonomy, self-determination, and informed choice in their recovery. It emphasizes dignity, equity, and support for diverse recovery pathways. Key competencies include:
 - Promoting dignity, respect, inclusion, and stigma reduction across service settings.
 - Partnering with peers to identify needs, reduce barriers, and connect with relevant community and clinical resources.
 - Supporting multiple pathways to recovery, including abstinence-based, harm reduction, medication-assisted, faith-based, and culturally specific approaches.
 - **Ethical Responsibility**-Ethical Responsibility ensures peer recovery specialists maintain safety, professionalism, and integrity in all interactions. Key competencies include:
 - Maintaining confidentiality, ethical boundaries, dual relationship awareness, and role clarity.
 - Recognizing and addressing personal bias and systemic inequities that impact peer support delivery.

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- Identifying and responding appropriately to risk factors, safety concerns, or crisis indicators.
 - Understanding the limits of the peer role and knowing when referral, consultation, or collaboration is required.
 - Mentoring and Education-This domain focuses on using lived experience to inspire hope, model recovery values, and support peers in developing skills for long-term wellness. Key competencies include:
 - Demonstrating leadership through authenticity, mutuality, and positive role modeling.
 - Sharing lived experience purposefully to build trust and enhance learning.
 - Supporting peers in developing communication, conflict resolution, problem-solving, and self-advocacy skills.
 - Providing guidance that is culturally responsive, strengths-based, and person-centered.
 - Recovery/Wellness Support-This domain encompasses direct support that helps peers build, maintain, and enhance individual recovery and wellness practices. Key competencies include:
 - Using evidence-informed coaching strategies such as motivational interviewing, goal setting, and recovery planning.
 - Encouraging development of coping skills, self-care routines, and holistic wellness practices.
 - Recognizing early signs of distress, crisis, or relapse risk and facilitating access to appropriate supports.
 - Applying strengths-based, trauma-informed approaches that center peer voice, choice, and pace.
 - Harm Reduction-As the newest domain, Harm Reduction equips peer professionals with evidence-based strategies to reduce the risks associated with substance use, consistent with public health principles. Key competencies include:
 - Understanding harm reduction philosophy, principles, tools, and evidence base.
 - Applying practical risk mitigation strategies such as overdose prevention, and linkage to supportive services.
 - Integrating harm reduction philosophy within broader recovery frameworks, recognizing that risk mitigation strategies and recovery can coexist and complement each other.
 - Supporting peers in making informed decisions that prioritize dignity, safety, and personal wellbeing.
- b. CSPS Training-Training based on the approved DSAMH developed CSPS curriculum, preparing individuals for supervisory-level certification with emphasis on:
- Peer supervision competencies
 - Administrative and leadership skills

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- c. Exam Preparation-Structured exam support aligned with DCB requirements, which can include:
 - Study groups
 - Tutoring
 - Practice assessments and test reviews

- d. Continuing Education (CEU)-Development and delivery of DCB and DSAMH approved CEUs focused on:
 - Peer support best practices
 - Emerging evidence-based approaches
 - Ethics, boundaries, and trauma-informed care

- e. Recruitment and Outreach-Statewide engagement activities targeting communities statewide to build awareness of peer support career pathways and increase entry into CPRS and CSPA pipelines.

- f. Career Readiness and Placement Support-Services to prepare individuals for certification and employment, including:
 - Resume and interview coaching
 - Professional development skill-building
 - Job placement assistance and employer linkage

- g. Training Accessibility-Flexible delivery formats (in-person, virtual, hybrid) to ensure statewide, equitable access, including logistical coordination and facility access for CPRS training within Baylor Women's Correctional Institution, Howard R. Young Correctional Institution, James T. Vaughn Correctional Institution, and Sussex Correctional Institution in compliance with Department of Corrections procedures.

- h. Documentation and Reporting-Accurate collection and maintenance of all required documentation, including:
 - Participant training and certification records
 - Attendance and competency evaluations
 - Compliance tracking and reporting to DSAMH

Administrative Note of Reference: Only one vendor shall be selected for this Component to maintain uniformity for peer support workforce development.

Staffing Requirements

The Vendor shall employ or subcontract a qualified team capable of delivering high-quality, certification-aligned peer workforce development services. At minimum, the Vendor must staff the following roles:

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- a. Qualified Trainers/Facilitators: Trainers must possess credentials and experience that meet or exceed Delaware Certification Board (DCB) standards, including
- Instructor/Trainer certification for CPRS and/or CSPA curriculum, with demonstrated expertise in:
 - Peer support practice and recovery-oriented systems of care
 - Adult learning principles and effective facilitation
 - Trauma-informed, socially responsive, and person-centered instructional approaches
 - Experience delivering training across multiple modalities, including hybrid, virtual, and in-person formats.
 - Compliance with Delaware Department of Correction (DOC) requirements for conducting CPRS/CSPA peer workforce development training within DOC facilities. This includes, but is not limited to:
 - Required background checks
 - Security clearances
 - Facility-specific onboarding procedures and protocols
- b. Supervisory Staff: The Vendor must designate supervisory personnel responsible for ensuring the quality and fidelity of all training activities. Duties include:
- Providing oversight, coaching, and performance review for training staff.
 - Ensuring alignment with DCB standards, DSAMH expectations, and approved curricula.
 - Monitoring training delivery for accuracy, consistency, and adherence to competency-based instruction.
- c. Administrative and Coordination Staff: Administrative staff shall support all operational aspects of the workforce development program, including:
- Scheduling trainings, coordinating logistics, and managing registration (to include considerations for DOC Correctional Institutions).
 - Preparing instructional materials and managing participant communications.
 - Maintaining training records, attendance, training curricula, documentation, and reporting.
 - Ensuring compliance with DCB and DSAMH documentation requirements.

Trainers and supervisors must complete ongoing professional development in the following areas:

- Trauma-informed pedagogy and instruction
- Ethical standards and boundaries, including DCB ethical guidelines
- ADA accessibility and inclusive training practices
- Competency-based education methods and evaluation tools
- Socially responsive and population-based approaches

Adherence to Policies and Procedures

Vendor is required to adhere to all federal, state and DSAMH policies, processes, procedures, requirements, rules, laws, and regulations, including, but not limited to, those listed for Component #2 in

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this RFP. In settings where these policies do not apply in part or full, the Vendor must detail this and obtain written approval from DSAMH. Such policies include but are not limited to:

- [DSAMH007 – Contracted Religious Organizations](#)
- [DSAMH009 – Nicotine Policy](#)
- [DSAMH011 – Trauma Informed Care](#)
- [DSAMH012 – Provision of Culturally and Linguistically Appropriate Services](#)
- [Criminal Background Check](#)
- [Human Subjects Review Board](#)
- [Inclusion](#)
- Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.).
- The Drug-Free Workplace Act of 1988.
- The Americans with Disabilities Act (PL 101-336).
- HIPAA and 42 CFR, Part 2.
- State of Delaware, Office of Management and Budget, Budget and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.
- Any applicable policy, regulation, or terms and conditions that falls under training needs for the credentialing of Peer Recovery Specialists (CPRS) and Supervisors of Peer Specialists (CSPS) with the Delaware Certification Board [Home | Delaware Certification Board](#).

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

Fiscal Requirements and Funding Restrictions

Selected vendor will be paid on a cost reimbursement basis. \$1,425,389.14 is presently available for total execution of Component #2. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities. To participate in this program:

- Vendor will be required to obtain a Unique Entity ID Number, register and provide updated information as required to the System for Award Management. Information about System for Award Management can be found at: <https://www.sam.gov/>.
- Vendor shall acknowledge DSAMH as a funding source in all publicity pertaining to this Scope of Work.
- Payments made will adhere to the State of Delaware, Office of Management and Budget, and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.
- Vendor must be a non-profit or for-profit entity that has been in operation for over two-years and has an active Business License with the State of Delaware.
- For a Vendor that has a contract with DSAMH in place when this RFP is issued, that Vendor must have all outstanding Corrective Action Plans for deficiencies submitted to DSAMH for approval prior to submission.

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- The funds received and expended under the executed contract must be accounted for and recorded by the selected Vendor to permit auditing and accounting for all expenditures in conformity with the terms and provisions of the executed contract, and State and Federal laws and regulations.
- The Vendor's fiscal records and accounts, including those involving other programs which, by virtue of cost or material resources sharing, are substantially related to the executed contract, shall be subject to audit by duly authorized Federal and State officials.
 - All fees paid to the Vendor shall be subject to claw back by DSAMH if such fees are determined by DSAMH or applicable governmental authority to be inappropriate for any reason.
- Cost Reimbursement Contracts are subject to Fiscal Monitoring. Vendors will be notified prior to the scheduled monitor date. The provider will be informed of the required documents for submission. The monitor process session will include review of invoices from the previous invoices submitted.
- Upon notice given to the Vendor's Executive Director or designee, representatives of DSAMH or other duly authorized State or Federal agencies shall have the right to inspect, monitor, audit and evaluate the program's fiscal records or other material relative to the executed contract. The Vendor must cooperate and comply with all audit activities and submit all requested materials in support of the expense and/or service being reviewed.
- Vendor is required to have an annual audit, conducted by an independent auditor, and provide DSAMH with a copy of the completed annual audit, including any related financial statements and management letters, within nine (9) months of the end of the Vendor fiscal year. Vendor must provide one bound copy via US Mail and an electronic (via the DHSS_DSAMHFiscalMonitoring@delaware.gov mailbox). Any DSAMH initiated audit shall neither obviate the need for, nor restrict the Vendor from conducting required annual corporate audits. Financial statements are to be prepared in accordance with appropriate generally accepted accounting principles. Audits must be performed in accordance with auditing standards generally accepted in the United States and Government Auditing Standards issued by the U.S. Comptroller General. When required by the amount of the Vendor's total annual Federal award expenditures, the Vendor must comply with the requirements of the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, and its successors.
- Prohibited Costs: In determining unallowable costs, DSAMH used, Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. A copy of this document is available at the following link: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). DSAMH will not pay for the following costs:
 - Costs incurred before the effective date or after the termination date of any contract.
 - Costs for services which have not been rendered; cannot be verified as having been provided, according to standard DSAMH monitoring and audit procedures; have not been provided by DSAMH approved agencies and programs; have been provided to persons not authorized by DSAMH; have been provided to persons of less than 18 years of age, unless such persons have been approved in writing by DSAMH as eligible to receive services under this Contract; have been paid for by Medicaid or Medicare, by other third-party payers, by or on behalf of the recipient of services; or are a benefit offered as a covered service in any healthcare plan under which the resident has been determined to be covered, or for which the resident has been found

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to be eligible (unless such residents are specifically approved in writing by DSAMH as eligible to receive services under this Contract).

- Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.
- Costs incurred in violation of any provision of the contract.
- Costs of acquisition, renovation or improvement of facilities or land. Ongoing costs of facility maintenance and repair are distinguished from improvement and are allowable.
- Costs incurred for the purchase and maintenance of Vehicles.
- Costs of political activities, including transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.
- Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
- Interest payments, late payment fees and penalties charged by Vendor because of late invoicing.
- Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
- Costs that violate any requirement or are identified as a prohibited activity in this scope of work
- Costs that violate any applicable Federal or State statute or regulation.
- Federal funding requirements-Partial funding for Component #2 is available via the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG or SUBG, for short), CFDA# 93.959, and the Mental Health Block Grant (MHBG), CFDA# 93.958, sponsored presently by the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA). Selected vendor must adhere to all federal funding requirements outlined for these grants as referenced in Appendix G.
 - Selected vendors may be required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), including timely provision of accurate data needed for subaward reporting, as applicable.
- Federal funding requirements-Partial funding for Component #2 service is available via the State Opioid Response 4.0 grant, CFDA# 93.788, sponsored presently by the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT). Select vendors shall be awarded a contract with these designated funds. The vendor(s) must comply with the following federal requirements as extracted from the present Notice of Award DSAMH received:
 - Standard terms of award:
 - Refer to the following SAMHSA website to access the Standard Terms applicable of the grant award for the current fiscal year (2025): SAMHSA Standard Terms and Conditions.
 - The grant program legislation and program regulation cited in the Notice of Award.
 - The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
 - 45 CFR Part 75 as applicable.
 - The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS.

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- Treatment of Program Income- Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

The award notice, including the terms and conditions cited in the bullet point below.
- Federal Terms and Conditions for SOR SAMHSA Grant Awards
 - Prohibited Uses of Grant Funds in Harm Reduction Activities SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use. Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.
 - Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.
 - Antidiscrimination Compliance Requirement: By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.
 - Title IX Compliance Requirement By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows: Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
 - The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
 - Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
 - Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
 - Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to

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- liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.
- Regulatory Requirements:
 - Applicable Regulatory Provisions-Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.
 - Termination-Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.
 - Compliance with Court Orders-Any term or condition of the Notice of award, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.
 - Civil Rights Compliance Requirement-The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).
 - SAMHSA requires that medications for the treatment of opioid use disorder (MOUD) is made available to those diagnosed with opioid use disorder (OUD). MOUD includes FDA-approved treatments such as methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.
 - SOR grant funds must be used to fund prevention, risk mitigation, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.
 - SOR Funds should be the Payer of Last Resort-Recipients must first use revenue from third-party payments (such as Medicare or Medicaid) from providing services to pay for uninsured or underinsured individuals. Recipients must implement policies and procedures that ensure other sources of funding (such as Medicare, Medicaid, private insurance, etc.) are used first when available for that individual. Grant award funds for payment of services may be used for individuals who are not covered by public or other health insurance programs. Each recipient must have policies and procedures in place to determine affordability and insurance coverage for individuals seeking services. Program income revenue generated from providing services must first be used

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to pay for programmatic expenses related to the proposed grant activities. Recipients must also assist eligible uninsured clients with applying for health insurance. If appropriate, consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services). eCFR: 34 CFR Part 303 Subpart F -- Use of Funds and Payor of Last Resort

- SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
- Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (i.e., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine Mono product formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
- SOR funds shall not be utilized to provide incentives to any Health Care Professionals for receipt of any type of Professional Development Training.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, i.e., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).
- Supplement grant funds may be used to supplement existing activities. Grants funds may not be used to supplant current funding of existing activities. Supplant is defined as replacing funding of a recipient's existing program with funds from a federal grant.
- Funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b) Note: A recipient or treatment or prevention provider may provide up to \$30 noncash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow up interview. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than \$75 per budget period. The incentive amount may be subject to change.

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- General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 117-328, Consolidated Appropriations Act, 2023, Division H, Title V, Section 526, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- Salary Limitation: The Consolidated Appropriations Act, 2023 (Public Law No: 117-328) restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Office of Personnel Management released new salary levels for the Executive Pay Scale and effective January 1, 2024, the salary limitation for Executive Level II is \$221,900. Executive Senior Level- the current salary limitation can be found in the most recent SAMHSA Standard Terms and Conditions posted on our website at SAMHSA Standard Terms and Conditions.
- Grant funds cannot pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. See (45 CFR 75.421(e)(3).
- Food can be included as a necessary expense for individuals receiving SAMHSA funded mental and/or substance use disorder prevention, treatment, and recovery support services, not to exceed \$10.00 per person per day, as approved by DSAMH.
- Selected vendors may be required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), including timely provision of accurate data needed for subaward reporting, as applicable..

\$1,425,389.14 is presently available for total execution of Component #2. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

Evaluation and Performance Measures

The goal of this portion of the scope is to establish sustainable systems to understand the program and its outcomes as simply as possible, integrating data collection into current systems wherever possible. DSAMH has the right to conduct any onsite evaluation and monitoring of the Vendor’s activity at any time.

The extension of the service period of the contract is based on the past performance of the Vendor. The determination shall be based on, but not limited to, considerations of the following factors:

Performance Objective	Method of Assessment
Provide services as identified in Scope of Services	Monthly provider meeting participation, on-site/desk review; Review of program reports, third-party feedback
Compliance with all State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work.	Review of program reports, third-party feedback

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Adhere to requirements in Professional Service Agreement, Divisional Requirements, Scope of Services, and Contract Budget information.	Monthly provider meeting participation, Review of program reports, third-party feedback, Annual submission of policies, procedures, and plans outlined in scope of work
Reconcile accounts before submitting invoices	Review of Vendor invoices and back-ups to the invoices
Submit required invoices on time	Review of Invoices
Deliver required reports	Review of Reports and Deadlines

Quality Improvement

Vendor shall implement a method for identifying, evaluating, and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. The quality assurance plan shall include the proposed indicators essential to assess the Vendor’s performance and the overall adequacy of services being provided to individuals in the target population.

1. Vendor must comply with HIPAA and 42 CFR, Part 2.
2. Vendor must comply with regular program and service reporting.

Measurement and Key Outcome Indicators

The Vendor shall implement a structured monthly reporting cadence, established at contract initiation, to monitor progress toward project milestones, outputs, and outcomes. DSAMH may request supplemental reporting as necessary. All indicators when describing participants must be disaggregated by gender, age group (18–24, 25–35, 36–60, 60+), race/ethnicity, county of residence, and out-of-state participation to support an inclusive analysis. The monthly provider report shall contain the following performance measures:

a. **Engagement and Participation**

Performance Indicators

- Number of individuals enrolled in each training type (CPRS, CSPS).
- Enrollment-to-completion rate for CPRS and CSPS (percentage and number).
- Participant demographics for all enrollees and completers (gender, age group, race/ethnicity, county of residence or if out-of-state as applicable).
- Average attendance rate per cohort.
- Waitlist volume and average wait time for entry into training (measure of demand).

Target Considerations

- ≥ 80% attendance rate across all training cohorts.
- ≥ 70% completion rate for CPRS and CSPS training cohorts.
- Increased geographic and participant demographic pool over time.

b. **Training Quality and Participant Satisfaction**

Performance Indicators

- Participant satisfaction score (standardized survey) for each training module and cohort.

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- Net Promoter Score (NPS) or comparable indicator of training satisfaction.
- Percentage of participants reporting increased knowledge or competency in core DCB domains (pre/post comparison).
- Trainer performance ratings from participant evaluations.
- Accessibility and inclusivity score (participants' rating of ADA access, trauma-informed facilitation, social responsiveness).

Targets consideration for indicators:

- ≥ 85% of participants rate training as “satisfactory” or above.
- ≥ 80% demonstrate measurable knowledge/competency gain in pre/post assessments.
- ≥ 90% of trainings meet ADA and cultural responsiveness standards based on participant feedback.

c. Certification Outcomes (CPRS and CSPS)

Performance Indicators

- Number and percentage of training completers who apply for DCB certification.
- Number and percentage who pass the DCB CPRS/CSPS exam on the first attempt.
- Time from training completion to certification (median and range).
- Barriers to certification identified through participant surveys or follow-up.

Targets consideration for indicators:

- ≥ 60% of completers apply for certification within 90 days.
- ≥ 70% first-time exam pass rate.
- Reduction in time-to-certification over the contract period.

d. Continuing Education (CEU) Delivery and Outcomes

Performance Indicators

- Number and type of CEU courses delivered (including ethics, trauma-informed care, supervision, etc.).
- Number of participants enrolled in CEU offerings.
- CEU completion rates by course type.
- Participant satisfaction and learning outcomes for CEU courses.
- Number of peers who meet annual CEU requirements for renewal due to Vendor-provided courses.

Targets consideration for indicators:

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- ≥ 85% CEU course satisfaction rate.
- ≥ 75% CEU completion rate across all courses.
- Demonstrated increase in CEU access for rural and underserved communities.

e. Workforce Readiness and Employment Outcomes

Performance Indicators

- Number of participants receiving job readiness support (resume review, interview prep, career coaching).
- Number and percentage of certified training graduates placed in peer support roles within 6 months.

Targets consideration for indicators:

- ≥ 50% of training graduates are placed into peer employment or apprenticeship within 6 months.

f. Training Accessibility and Monitoring

Performance Indicators

- Number of training sessions by delivery format (in-person, virtual, hybrid).
- Accessibility accommodations provided (ADA, language, alternative formats).
- Geographic distribution of training access, including rural reach.
- Statewide analysis of participation and completion data.

Targets consideration for indicators:

- Demonstrated reduction in disparities across counties and demographic groups.
- 100% of participants receive appropriate accommodations upon request.

g. Quality Improvement Review

As part of the quality improvement plan, the monthly program report must also highlight issues raised either by the Vendor as continuous improvement objectives along with recommendations to address these objectives.

Presently, the Vendor shall submit monthly program reports to DSAMH_peer@delaware.gov by the 10th of each month for the preceding month of service. DSAMH shall establish the content and format structure of the report. As DSAMH reviews its various reporting mechanisms for the purpose of standardization across its behavioral health ecosystem, DSAMH reserves the right to shift the mechanism of how monthly program information is submitted which may include submission via a state contracted cloud-based survey platform. DSAMH shall provide the Vendor 60 days' notice of any report submission changes in writing.

DSAMH reserves the right to claw back or hold funds for program reports not submitted.

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Substance Abuse and Mental Health Services Administration (SAMHSA) Unified Performance Reporting Tool (SUPRT)

Select vendors awarded contracts with SOR federal funding are generally required to administer the intake (baseline), follow-up (six months), annual (one year from baseline) reassessment and discharge SUPRT client outcomes measure tool, achieving a 100% follow-up (six-months) and 100% annual reassessment expectation currently set forth by SAMHSA.

Due to the nature of the services outlined in Component #2, SUPRT data collection is not applicable.

Technical Response Requirements

The Vendor's responses to the categories below must describe how it will fulfill the requirements outlined in the scope of work. Vendor should ensure that all proposed solutions are consistent with DSAMH policies and procedures, and applicable regulations, standards, procedures, and best practices.

It is recommended that Vendors wishing to submit a proposal for more than one Component should submit separate proposals so that each Component is scored independently for consideration. We understand the administrative burden for this request and recommend that organization content be copied for upload into each proposal for response areas that may be repetitive to the organization (meaning the same information be used for each proposal). Sections include Experience and Expertise Reputation; Capacity to Meet Requirements; Program Design and Implementation; and Sustainability and Pricing. All other information submitted should be specific to the component outlined for each proposal.

1. **Experience and Expertise (up to 25 points):** The Vendor shall provide documentation and narrative demonstrating its qualifications to deliver the proposed service functions and requirements of Component #2 outlined in this scope of work. Required elements include:
 - a. Organizational Documentation
 - Submit the most recent organizational chart that clearly reflects reporting structure and training program oversight.
 - Submit a current Board of Directors roster, if applicable.
 - Submit proof of legal operation for at least two (2) years (i.e., certificate of incorporation, tax filings, prior contracts).
 - Submit a current Delaware Business License.
 - b. Demonstrated Experience and Expertise- The Vendor must clearly demonstrate experience in the following areas:
 - Providing peer support workforce development, certification training, behavioral health training, or comparable adult learning services.
 - Delivering training aligned with DCB standards, including the five core domains: Advocacy, Mentoring and Education, Recovery/Wellness Support, Ethical Responsibility, and Harm Reduction.
 - Implementing training using trauma-informed, person-centered, and socially

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- Experience partnering with correctional institutions or serving justice-involved populations is strongly preferred.
- c. Key Personnel and Staffing Plan Requirement- The Vendor must submit a comprehensive staffing plan that ensures timely and consistent delivery of services outlined for Component #2 in this Scope of Work. The plan must:
- Identify all key personnel responsible for designing, delivering, coordinating, and supervising training, including their roles, responsibilities, and level of involvement. Because training also occurs within Delaware correctional facilities, the Vendor's staffing plan must identify personnel who will:
 - Coordinate with DOC leadership and facility points of contact
 - Complete all required background checks, security clearances, and facility onboarding
 - Deliver training within secure environments while adhering to DOC protocols
 - Maintain flexibility to adapt to DOC scheduling or security requirements
 - Provide résumés, CVs, or bios demonstrating qualifications, including DCB-approved instructor status, peer support credentials, training facilitation experience, adult learning expertise, trauma-informed pedagogy, and recovery-oriented practice.
 - Include detailed position descriptions for any new personnel to be hired, outlining required qualifications, experience, and recruitment strategies.
 - Describe procedures for staff recruitment, hiring, onboarding, training, supervision, and performance management, including background checks and credential verification compliant with DSAMH and DCB policies.
 - Ensure staff training addresses essential competencies for serving the target population, including trauma-informed, culturally responsive, and person-centered practices.
 - Include any existing Standard Operating Procedures (SOPs) or formal documentation for recruitment, onboarding, training, supervision, and performance management. Selected Vendors must provide these policies annually as part of Division contract monitoring.
2. **Capacity to Meet Requirements (up to 20 points):** This section requires a detailed description of the vendor's capacity to execute the project effectively.
- a. Organizational Strengths and Challenges:
- Describe clearly the organization's strengths that support its ability to successfully implement each of the proposed service functions within the required timeframes (i.e., experienced training team, established curriculum, community partnerships).
 - Identify any anticipated challenges (i.e., trainer recruitment, technology access) that may affect implementation, along with strategies the organization will employ to address or mitigate these challenges.
- b. Operational Readiness:
- Provide an explanation of internal systems, processes, or structures that demonstrate the organization's readiness to begin service delivery of the proposed service function(s) upon contract execution.
 - Identify the system in place for documentation, data collection, and reporting.
- c. Partnerships with Delaware Department of Correction (DOC), (Required)

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- Provide a letter of support demonstrating established partnership with the DOC, including access to:
 - Baylor Women’s Correctional Institution
 - Howard R. Young Correctional Institution
 - James T. Vaughn Correctional Institution
 - Sussex Correctional Institution
- Point of contact for DOC-based peer support workforce development and certification training is Mr. Michael Records, Bureau Chief of Healthcare Substance Abuse and Mental Health (Michael.records@delaware.gov).

3. Program Design and Implementation (up to 35 points): The Vendor must clearly describe how it will design and deliver proposed service function(s) as outlined in this scope of work for Component #2. The Vendor shall address:

- a. Programming- The Vendor detail its strategy for delivering the services outlined for Component #2 in this Scope of Work, demonstrating how the approach effectively addresses the needs of the target population. The response should explicitly cover the following aspects:
- **Service Delivery Approach and Accessibility:** Describe how CPRS and CSPA training services will be conducted, including:
 - Curriculum aligned with DCB-required domains.
 - Training modalities (in-person, virtual, hybrid), including consideration of training needs within DOC correctional institutions.
 - Instructional methods, such as interactive learning, skills practice, role-play, and coaching.
 - Socially responsive and ADA-accessible approaches, including accessible training materials and accommodations or alternative learning supports to meet diverse learner needs.
 - **Collaboration Strategy:** Outline clear strategies and mechanisms for effective collaboration with the Department of Corrections Bureau of Healthcare Substance Abuse and Mental Health as it relates to the CPRS training needs within Baylor Women’s Correctional Institution, Howard R. Young Correctional Institution, James T. Vaughn Correctional Institution and Sussex Correctional Institution.
 - **Supporting Documentation:** The Vendor shall upload existing Standard Operational Procedures (SOPs), CPRS/CSPA training curriculum, CPRS/CSPA supported continued education curriculum, and other formal documents relevant to service delivery. The selected vendor will be required to provide these policies annually as part of the Division's contract monitoring process.
 - **Adherence to Policies and Procedures:** Describe how the Vendor intends to adhere to all policies and procedures specified within this scope of work for each proposed component. The Vendor shall upload any existing internal policies that support compliance with the identified policies, processes, and regulations. The selected vendor shall provide these policies annually as part of the Division’s contract monitoring process.

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- Continuity of Operations Plan (COOP): The Vendor shall attach a Continuity of Operations (COOP) Plan. These plans are designed to guide the entire Vendor organization in the continued provision of essential operations and the re-establishment of critical business functions during and after a disaster. The selected vendor shall submit COOP Plans annually as part of the Division's contract monitoring process.

- b. Quality Assurance and Performance Measures: The Vendor is required to implement a robust quality assurance plan designed to identify, evaluate, and promptly correct deficiencies in service quality and quantity.
 - Plan Components: The quality assurance plan must detail the methodology for sustaining service fidelity (i.e., reporting mechanisms, monitoring processes). It shall also establish clear performance targets and a system for evaluating, tracking, and reporting progress. Additionally, the plan must outline methods for assessing both client and stakeholder satisfaction. The selected Vendor shall submit an updated quality assurance plan annually as part of the Division's contract monitoring process.
 - Data Collection: The proposal must describe the specific procedures for collecting all metrics outlined for Component #2 will be collected.

- c. Work Plan Submission Requirements: The Vendor shall complete and submit a Work Plan for Component #2 using the template provided as Appendix E of this RFP. Upon award of this RFP, the Work Plan will be incorporated as an appendix to the executed contract. The Work Plan shall include:
 - Areas of Agreement: A detailed statement of agreement to the service functions and requirements outlined in this Scope of Work, with specific reference to peer support workforce development and Delaware certification training (CPRS and CSPS).
 - Organizational Information: Vendor shall provide:
 - Name of the organization and mission statement, emphasizing commitment to peer support workforce development.
 - Address(es) of operation, including description of how locations facilitate access for the target population in Delaware to include with services within DOC Correctional Institutions.
 - Operational hours and scheduling plan for project activities, specifying alignment with CPRS and CSPS training sessions and other peer support workforce development functions.
 - Implementation Plan: Vendor shall provide a comprehensive Implementation Plan in a chart format, including:
 - Milestones, Target Dates, and Expected Completion Dates: Identify key milestones, target dates, and expected completion dates for all planned activities.
 - Activities from Start-Up through Full Implementation: Describe activities required for each service function, including start-up tasks, recruitment, hiring, onboarding, and

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orientation of key staff, particularly those responsible for CPRS and CSPA training and supervision.

- Metrics for Tracking Progress and Outcomes: Include tracking of measurable indicators as outlined for Component #2.

4. Sustainability and Pricing (up to 20 points)

Financial sustainability shall be evaluated by review of the following information:

- Vendor must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements. If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings. Vendors that are not subject to an A-133 Audit must submit their most recent Independent Audit/Evaluation.
- Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed.
- The Division of Substance Abuse and Mental Health reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the contract. Vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of the awarded RFP contract.

Pricing shall be scored based on review of the submitted Budget Workbook for Component #2 attached as Appendix F of this RFP. \$1,425,389.14 is presently available for total execution of Component #2. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

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**BEHAVIORAL HEALTH RESOURCE DEVELOPMENT
COMPONENT #3: PREVENTION-BASED AND RECOVERY SUPPORT NON-DIRECT SYSTEM
DEVELOPMENT STRATEGIES**

Component #3 focuses on strengthening Delaware’s behavioral health system through prevention-based, community-driven, and recovery-supportive strategies that do not involve direct clinical service delivery. This component aims to expand the capacity of communities, organizations, and networks to identify behavioral health needs early, respond effectively, and foster environments that promote wellness, resilience, and long-term recovery.

Through community/partnership development, community outreach, planning and coordination of services, and public education, this component supports the creation of coordinated, healthy, and recovery-oriented communities that reduce stigma, increase awareness of behavioral health challenges, build resiliency, and improve access to supportive resources. Efforts under this component will build community readiness, enhance prevention infrastructure, promote culturally responsive and trauma-informed practices, and expand public understanding of mental health and substance use issues.

By investing in non-direct system development strategies, DSAMH aims to strengthen the statewide prevention and recovery support ecosystem, improve cross-system collaboration, and create sustainable pathways that support individuals, families, and communities in achieving and maintaining behavioral health and wellness.

DSAMH uses SAMHSA’s Strategic Prevention Framework (SPF) as the process and basis for its prevention strategy. The SPF is based on a comprehensive model for planning, implementation, and evaluation of prevention practices and programs, and outlines five key steps, detailed below, including:

- Assess needs: Profile population needs, resources, and readiness to address needs and gaps in service delivery.
- Build Capacity: Identify, enhance, or build competency and resources for state and community partners to sufficiently detect and address identified needs.
- Plan: Develop an iterative, responsive, and practical strategic and implementation plan for prevention policies, practices, and programs.
- Implement: Implement evidence-based prevention policies, practices, and programs
- Evaluate: Systematically monitor, assess, and adjust all prevention policies, practices, and programs.

Client Target Population

The vendor shall design and implement system-level strategies that benefit individuals, families, and communities who are at risk for behavioral health challenges or in need of enhanced recovery support environments. The target population includes:

- Communities with identified behavioral health disparities or limited prevention/recovery infrastructure.
- Community partners, local organizations, and stakeholders engaged in prevention, recovery support, and behavioral health promotion.
- General public audiences requiring improved knowledge, awareness, and understanding of behavioral health issues.

Service Functions

The vendor shall implement prevention-based and recovery-oriented system development strategies that strengthen Delaware’s behavioral health support network. The primary functions of Component #3-

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Prevention-based and recovery support non-direct system development strategies for the target population include:

- a. Prevention-based partnerships and network development: Delaware is committed to focusing on prevention strategies to address behavioral health concerns (such as substance use disorders, mental health and suicide) before they manifest or escalate. DSAMH has created a prevention infrastructure that includes surveillance, data collection and analysis, coordination, and strategic vision, as well as funding for state and community-level grants and contracts to support resource development, and direct prevention programs and activities across Delaware.

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As part of Delaware's prevention infrastructure, DSAMH recognizes the need to efficiently coordinate, promote and market prevention activities across the state, increase the capacity of the prevention workforce to plan, implement, deliver, and evaluate quality prevention services to individuals, families, and communities through communication and education, and provide community networking opportunities for prevention partners to share ideas and collaborate efforts. To support the strategic vision of DSAMH's prevention infrastructure, the selected vendor shall establish and strengthen a community-based partnership/coalition infrastructure to:

- Provide substance use disorder (SUD) prevention public education, marketing, and awareness of services through shared media promotion, distribution of prevention information, and media productions.
- Coordinate activities across prevention providers and stakeholders through community/network development activities.
- Support DSAMH's strategic planning efforts and capacity building within the prevention workforce by coordinating, marketing, and hosting quarterly coalition meetings, workforce development activities, keynote assemblies, and interactive workshops.
- Provide support and collaboration for large-scale statewide prevention activities
- Coordinate and support statewide prevention media campaigns.
- Facilitate cross-system collaboration that promotes early identification of behavioral health needs and coordinated community responses.
- Engage stakeholders in the development of prevention and recovery support frameworks aligned with state and federal best practices.
- Support capacity building for community partners through training, technical assistance, and shared resource development.
- Promote community-based, responsive and trauma-informed approaches within community networks.

- b. Community and recovery support outreach strategies: In Delaware, the escalating SUD crisis is marked by a stark increase in overdose deaths and a significant burden on healthcare and economic resources. As the process of recovery is unique to each individual and can occur by a variety of pathways there is a need for more recovery solutions to be offered in Delaware. The diverse needs of individuals with SUDs, point to the critical gap in multiple supportive networks, and education that focus on developing a sense of purpose within the community. The selected vendor shall:

- Conduct outreach to promote awareness of behavioral health risks, protective factors, and recovery support resources.
- Implement strategies to increase visibility and accessibility of recovery support services, particularly in underserved communities.

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- Organize and support community events, informational sessions, and local engagement activities that promote recovery-oriented environments.
- Develop and distribute outreach materials tailored to varied populations.
- Foster partnerships that increase linkages between prevention, treatment, risk mitigation, and recovery support services.

c. Public education: The selected vendor shall:

- Develop and disseminate educational campaigns that improve community understanding of mental health, substance use, recovery pathways, and stigma reduction.
- Utilize multiple communication platforms (i.e., print, digital, social media, community events) to reach varied audiences.
- Ensure materials are accessible, population specific, and compliant with DSAMH and state communication guidelines.
- Provide training or informational sessions to community partners, employers, schools, and other stakeholders on behavioral health topics, including early intervention and recovery support principles.
- Evaluate the reach and effectiveness of public education campaigns and modify strategies as needed.

Administrative Note of Reference: During FFY 2026, three (3) vendors support the service functions outlined under Component #3. Contracts range from \$95,000-\$150,000.

\$500,000 is presently available for the total service execution for Component #3. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities. Present service function cost amounts of Component #3 are: a maximum of \$250,000 for service function a-prevention-based partnerships and network development; a maximum of \$150,000 for service function b-community and recovery support outreach strategies; and a maximum of \$100,000 for service function c-public education.

Funding under Component #3 is restricted to vendors that provide non-direct resource development activities in support of prevention or recovery support services. Eligible projects must focus on system development, capacity-building, public education, or community-level strategies, rather than the delivery of direct client services. Activities under this component must not involve direct contact with clients or the provision of individual or group services. Further funding for Component #3 is not intended for clinical services; instead, it supports efforts that strengthen systems, expand organizational capacity, and enhance community awareness and engagement.

Vendors are not required to provide all service functions (prevention, community and recovery support outreach activities, or public education) or their associated service function activities outlined in Component #3. However, vendors must clearly specify the service function(s) and associated service function activities for which they are applying and provide a detailed description of how they will implement all required activities associated with those function(s) and activities. Vendors must also demonstrate their ability to meet all additional requirements outlined in this RFP to be considered eligible for funding.

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Staffing Requirements

The vendor must maintain qualified staff capable of leading system development and community engagement activities, including:

- Program or Project Leads with experience in behavioral health prevention, community development, public health, or recovery support systems.
- Community Engagement or Outreach Specialists experienced in working with diverse populations and community stakeholder groups.
- Public Education/Communications Staff capable of creating accessible and culturally responsive materials.
- Subject Matter Experts (as needed) to provide training, technical assistance, and resource development.

Staff must be trained in trauma-informed practice, ethical communication, and social responsive approaches.

Adherence to Policies and Procedures

Vendor is required to adhere to all federal, state and DSAMH policies, processes, procedures, requirements, rules, laws, and regulations, including, but not limited to, those listed in this RFP. In settings where these policies do not apply in part or full, the Vendor must detail this and obtain written approval from DSAMH. Such policies include but are not limited to:

- DSAMH007 – Contracted Religious Organizations
- DSAMH009 – Nicotine Policy
- [DSAMH011 – Trauma Informed Care](#)
- DSAMH012 – Provision of Culturally and Linguistically Appropriate Services
- [Criminal Background Check](#)
- [Human Subjects Review Board](#)
- [Inclusion](#)
- Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.).
- The Drug-Free Workplace Act of 1988.
- The Americans with Disabilities Act (PL 101-336).
- State of Delaware, Office of Management and Budget, Budget and Accounting Manual.
<https://budget.delaware.gov/accounting-manual/index.shtml>.

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

Fiscal Requirements and Funding Restrictions

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Selected vendor(s) will be paid on a cost reimbursement basis. \$500,000 is presently available for the total service execution of Component #3. Annual funding amount determination is contingent to availability of funds, funding source, and funding source priorities. To participate in this program:

- Vendor will be required to obtain a Unique Entity ID Number, register and provide updated information as required to the System for Award Management. Information about System for Award Management can be found at: <https://www.sam.gov/>.
- Vendor shall acknowledge DSAMH as a funding source in all publicity pertaining to this Scope of Work.
- Payments made will adhere to the State of Delaware, Office of Management and Budget, and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.
- Vendor must be a non-profit or for-profit entity that has been in operation for over two-years and has an active Business License with the State of Delaware.
- For a Vendor that has a contract with DSAMH in place when this RFP is issued, that Vendor must have all outstanding Corrective Action Plans for deficiencies submitted to DSAMH for approval prior to submission.
- The funds received and expended under the executed contract must be accounted for and recorded by the selected Vendor to permit auditing and accounting for all expenditures in conformity with the terms and provisions of the executed contract, and State and Federal laws and regulations.
- The Vendor's fiscal records and accounts, including those involving other programs which, by virtue of cost or material resources sharing, are substantially related to the executed contract, shall be subject to audit by duly authorized Federal and State officials.
 - All fees paid to the Vendor shall be subject to claw back by DSAMH if such fees are determined by DSAMH or applicable governmental authority to be inappropriate for any reason.
- Cost Reimbursement Contracts are subject to Fiscal Monitoring. Vendors will be notified prior to the scheduled monitor date. The provider will be informed of the required documents for submission. The monitor process session will include review of invoices from the previous invoices submitted.
- Upon notice given to the Vendor's Executive Director or designee, representatives of DSAMH or other duly authorized State or Federal agencies shall have the right to inspect, monitor, audit and evaluate the program's fiscal records or other material relative to the executed contract. The Vendor must cooperate and comply with all audit activities and submit all requested materials in support of the expense and/or service being reviewed.
- Vendor is required to have an annual audit, conducted by an independent auditor, and provide DSAMH with a copy of the completed annual audit, including any related financial statements and management letters, within nine (9) months of the end of the Vendor fiscal year. Vendor must provide one bound copy via US Mail and an electronic (via the DHSS_DSAMHFiscalMonitoring@delaware.gov mailbox). Any DSAMH initiated audit shall neither obviate the need for, nor restrict the Vendor from conducting required annual corporate audits. Financial statements are to be prepared in accordance with appropriate generally accepted accounting principles. Audits must be performed in accordance with auditing standards generally accepted in the United States and Government Auditing Standards issued by the U.S. Comptroller General. When required by the amount of the Vendor's total annual Federal award expenditures, the

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Vendor must comply with the requirements of the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, and its successors.

- Prohibited Costs: In determining unallowable costs, DSAMH used, Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. A copy of this document is available at the following link: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). DSAMH will not pay for the following costs:
 - Costs incurred before the effective date or after the termination date of any contract.
 - Costs for services which have not been rendered; cannot be verified as having been provided, according to standard DSAMH monitoring and audit procedures; have not been provided by DSAMH approved agencies and programs; have been provided to persons not authorized by DSAMH; have been provided to persons of less than 18 years of age, unless such persons have been approved in writing by DSAMH as eligible to receive services under this Contract; have been paid for by Medicaid or Medicare, by other third-party payers, by or on behalf of the recipient of services; or are a benefit offered as a covered service in any healthcare plan under which the resident has been determined to be covered, or for which the resident has been found to be eligible (unless such residents are specifically approved in writing by DSAMH as eligible to receive services under this Contract).
 - Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.
 - Costs incurred in violation of any provision of the contract.
 - Costs of acquisition, renovation or improvement of facilities or land. Ongoing costs of facility maintenance and repair are distinguished from improvement and are allowable.
 - Costs incurred for the purchase and maintenance of Vehicles.
 - Costs of political activities, including transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.
 - Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
 - Interest payments, late payment fees and penalties charged by Vendor because of late invoicing.
 - Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
 - Costs that violate any requirement or are identified as a prohibited activity in this scope of work
 - Costs that violate any applicable Federal or State statute or regulation.
- Federal funding requirements-Funding for Component #3 is available via the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG or SUBG, for short), CFDA# 93.959, the Mental Health Block Grant (MHBG), CFDA# 93.958, and the Strategic Prevention Framework - Partnerships for Success (SPF-PFS), CFDA# 93.243, sponsored presently by the U.S.

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Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA). Selected vendors must adhere to all federal funding requirements outlined for these grants as referenced in Appendix G.

- Selected vendors may be required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), including timely provision of accurate data needed for subaward reporting, as applicable.

Selected vendor(s) will be paid on a cost reimbursement basis. \$500,000 is presently available for the total service execution of Component #3. Annual funding amount determination is contingent to availability of funds, funding source, and funding source priorities.

Evaluation and Performance Measures

The goal of this portion of the scope is to establish sustainable systems to understand the program and its outcomes as simply as possible, integrating data collection into current systems wherever possible. DSAMH has the right to conduct any onsite evaluation and monitoring of the Vendor’s activity at any time.

The extension of the service period of the contract is based on the past performance of the Vendor. The determination shall be based on, but not limited to, considerations of the following factors:

Performance Objective	Method of Assessment
Provide services as identified in Scope of Services.	Monthly provider meeting participation, Review of program reports, third-party feedback, on-site monitoring, as applicable.
Compliance with all State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work.	Review of program reports, third-party feedback, on-site monitoring, as applicable.
Adhere to requirements in Professional Service Agreement, Divisional Requirements, Scope of Services, and Contract Budget information.	Monthly provider meeting participation, Review of program reports, third-party feedback, Annual submission of policies, procedures, and plans outlined in scope of work, on-site monitoring as applicable.
Reconcile accounts before submitting invoices.	Review of Vendor invoices and back-ups to the invoices.
Submit required invoices on time.	Review of Invoices.
Deliver required reports.	Review of Reports and Deadlines.

Quality Improvement

Vendor shall implement a method for identifying, evaluating, and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. The quality assurance plan shall include the proposed indicators essential to assess the Vendor’s performance and the overall adequacy of services being provided to individuals in the target population.

Vendor must comply with regular program and service reporting.

Measurement and Key Outcome Indicators

The Vendor shall implement a structured monthly reporting cadence, established at contract initiation, to monitor progress toward project milestones, outputs, and outcomes. DSAMH may request

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supplemental reporting as necessary (i.e., quarterly, annually). The monthly provider report shall contain the following performance measures for the service functions outlined:

1. Prevention-Based Partnerships and Network Development

a. Partnership/Coalition Development:

- Number of active community-based prevention partners/coalitions engaged per reporting period.
- Number of new partners or coalitions added to DSAMH's network annually.
- Attendance rates for coalition meetings, including demographic breakdown of participating organizations (sector type: healthcare, law enforcement, education, nonprofits, peer networks, etc.).
- Number of cross-system collaborative meetings facilitated (schools, justice system, public health, community centers, treatment providers).
- Percentage of partners agreeing that coalition engagement increased collaboration, as measured through quarterly/annual surveys.

b. Workforce Development and Capacity Building:

- Number of workforce development events held (trainings, keynote assemblies, workshops).
- Number of attendees, with demographics (role, sector, county).
- Pre/post knowledge or competency gains measured through standardized assessments.
- Percentage of participants reporting increased capacity to plan, implement, or evaluate prevention strategies.
- Number of technical assistance (TA) sessions provided and summary of TA themes.

c. Prevention Infrastructure Strengthening:

- Number of shared prevention media materials distributed (digital toolkits, flyers, public service announcements).
- Number of collaborative prevention-related work products created (toolkits, resource guides, strategic recommendations).
- Documentation of policy, protocol, or process improvements supported through prevention partnerships.
- Qualitative case examples demonstrating how network collaboration improved identification or response to behavioral health needs.

2. Community and Recovery Support Outreach

a. Outreach Activity Metrics:

- Number of outreach events conducted, categorized by type (community event, workshop, tabling, informational session, etc.).
- Total number of community members reached, with demographic breakdown when feasible.

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- b. Engagement and Community Response Outcomes:
 - Pre/post participant awareness measures related to behavioral health risks, protective factors, and available recovery supports.
 - Percentage of participants reporting improved understanding of recovery pathways after events.
 - Testimonials or qualitative summaries documenting community experiences and perceived impacts.
 - Event-specific outcome summaries (i.e., increased naloxone awareness, increased knowledge of recovery support activities, and/or treatment access points).

- 3. Public Education (Behavioral Health Awareness and Stigma Reduction)
 - a. Public Education Campaign Metrics:
 - Number of public education campaigns launched, categorized by topic (mental health, substance use disorder, suicide prevention, stigma reduction, recovery, early identification).
 - Reach and impressions across communication platforms (social media analytics, print circulation, digital engagement, website traffic).
 - Click-through rates, engagement rates, or video views, depending on media type.
 - Number of materials produced, including multilingual products.

 - b. Accessibility, Social Responsiveness and Compliance:
 - Percentage of materials that meet accessibility standards (i.e., 508 compliance).
 - Vendor compliance rate with DSAMH/state branding and communication guidelines.

 - c. Public Education Impact Outcomes
 - Pre/post knowledge measurement for training or informational sessions delivered to schools, employers, community groups, or partners.
 - Percentage of audiences reporting increased understanding of mental health, substance use, risk factors, and recovery supports.
 - Narrative summaries or success stories highlighting increased awareness or changes in community attitudes.

Key outcome indicators and target considerations for indicators will be finalized collaboratively with DSAMH to align with statewide goals and federal guidance.

Presently, the Vendor shall submit monthly program reports to DSAMH_peer@delaware.gov by the 10th of each month for the preceding month of service. DSAMH shall establish the content and format structure of the report. As DSAMH reviews its various reporting mechanisms for the purpose of standardization across its behavioral health ecosystem, DSAMH reserves the right to shift the mechanism of how monthly program information is submitted which may include submission via a state contracted cloud-based survey platform. DSAMH shall provide the Vendor 60 days' notice of any report submission changes in writing.

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DSAMH reserves the right to claw back or hold funds for program reports not submitted.

Technical Response Requirements

The Vendor's responses to the categories below must describe how it will fulfill the requirements outlined in the scope of work. Vendor should ensure that all proposed solutions are consistent with DSAMH policies and procedures, and applicable regulations, standards, procedures, and best practices.

It is recommended that Vendors wishing to submit a proposal for more than one Component should submit separate proposals so that each Component is scored independently for consideration. We understand the administrative burden for this request and recommend that organization content be copied for upload into each proposal for response areas that may be repetitive to the organization (meaning the same information be used for each proposal). Sections include Experience and Expertise Reputation; Capacity to Meet Requirements; Program Design and Implementation; and Sustainability and Pricing. All other information submitted should be specific to the component outlined for each proposal.

Funding under Component #3 is restricted to vendors that provide non-direct resource development activities in support of prevention or recovery support services. Eligible projects must focus on system development, capacity-building, public education, or community-level strategies, rather than the delivery of direct client services. Activities under this component must not involve direct contact with clients or the provision of individual or group services. Further funding for Component #3 is not intended for clinical services; instead, it supports efforts that strengthen systems, expand organizational capacity, and enhance community awareness and engagement.

Vendors are not required to provide all service functions (prevention, community and recovery support outreach activities, or public education) or their associated service function activities outlined in Component #3. However, vendors must clearly specify the service function(s) and associated service function activities for which they are applying and provide a detailed description of how they will implement all required activities associated with those function(s) and activities. Vendors must also demonstrate their ability to meet all additional requirements outlined in this RFP to be considered eligible for funding.

- 1. Experience and Expertise (up to 25 points):** The Vendor shall provide documentation and narrative demonstrating its qualifications to deliver the proposed service function(s) and requirements of Component #3 outlined in this scope of work. Required elements include:
 - a. Organizational Documentation
 - Submit a current Board of Directors roster, if applicable.
 - Submit proof of legal operation for at least two (2) years (i.e., certificate of incorporation, tax filings, prior contracts).
 - Submit a current Delaware Business License.
 - b. Demonstrated Experience and Expertise- The Vendor must clearly demonstrate experience administrating prevention-based strategies, behavioral health promotion, or recovery support system development.

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- c. **Key Personnel and Staffing Plan Requirement-** The Vendor must submit a comprehensive staffing plan that ensures timely and consistent delivery of the proposed service function(s) outlined in Component #3. The plan must:
- Identify all key personnel responsible for designing, delivering, coordinating, and supervising prevention-based strategies, behavioral health promotion, or recovery support system development, including their roles, responsibilities, and level of involvement.
 - Provide résumés, CVs, or bios demonstrating qualifications.
 - Include detailed position descriptions for any new personnel to be hired, outlining required qualifications, experience, and recruitment strategies.
 - Describe procedures for staff recruitment, hiring, onboarding, training, supervision, and performance management, including background checks and credential verification compliant with DSAMH policies.
 - Ensure staff training addresses essential competencies for serving the target population, including trauma-informed, ethical, and social responsive practices.
 - Include any existing Standard Operating Procedures (SOPs) or formal documentation for recruitment, onboarding, training, supervision, and performance management. Selected Vendors must provide these policies annually as part of Division contract monitoring.

2. Capacity to Meet Requirements (up to 20 points): This section requires a detailed description of the vendor's capacity to execute the project effectively.

a. **Organizational Strengths and Challenges:**

- Describe clearly the organization's strengths that support its ability to successfully implement each of the proposed service functions within the required timeframes.
- Identify any anticipated challenges that may affect implementation, along with strategies the organization will employ to address or mitigate these challenges.

b. **Operational Readiness:**

- Provide an explanation of internal systems, processes, or structures that demonstrate the organization's readiness to begin service delivery of the proposed service function(s) upon contract execution.
- Identify the system in place for documentation, data collection, and reporting.

3. Program Design and Implementation (up to 35 points): The Vendor must clearly describe how it will design and deliver proposed service function(s) as outlined in this scope of work for Component #3. The Vendor shall address:

a. **Programming:** The Vendor detail its strategy for delivering the proposed service function(s) outlined for Component #3 in this Scope of Work, demonstrating how the approach effectively addresses the needs of the target population. The response should explicitly cover the following aspects:

- **Service Delivery Approach:** Describe how the Vendor intends to conduct the proposed service function(s) under Component #3 and how these activities will meet the needs of the target population. This description should include strategies to expand the capacity of communities, organizations, and networks to:
 - Identify behavioral health needs early,
 - Respond effectively, and

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- Foster environments that promote wellness, resilience, and long-term recovery. Include specific strategies for participant engagement, retention, and achieving statewide reach.
 - Supporting Documentation: The Vendor shall upload existing Standard Operational Procedures (SOPs) and other formal documents relevant to the proposed service function(s) delivery. The selected vendor will be required to provide these policies annually as part of the Division's contract monitoring process.
 - Adherence to Policies and Procedures: Describe how the Vendor intends to adhere to all policies and procedures specified for Component #3 within this scope of work. The Vendor shall upload any existing internal policies that support compliance with the identified policies, processes, and regulations. The selected vendor shall provide these policies annually as part of the Division's contract monitoring process.
 - Continuity of Operations Plan (COOP): The Vendor shall attach a Continuity of Operations (COOP) Plan. These plans are designed to guide the entire Vendor organization in the continued provision of essential operations and the re-establishment of critical business functions during and after a disaster. The selected vendor shall submit COOP Plans annually as part of the Division's contract monitoring process.
- b. Quality Assurance and Performance Measures: The Vendor is required to implement a robust quality assurance plan designed to identify, evaluate, and promptly correct deficiencies in service quality and quantity.
- Plan Components: The quality assurance plan must detail the methodology for sustaining service fidelity (i.e., reporting mechanisms, monitoring processes). It shall also establish clear performance targets and a system for evaluating, tracking, and reporting progress. Additionally, the plan must outline methods for assessing both client and stakeholder satisfaction. The selected Vendor shall submit an updated quality assurance plan annually as part of the Division's contract monitoring process.
 - Data Collection: The proposal must describe the specific procedures for collecting all metrics for proposed service functions and associated service activities outlined for Component #3.
- c. Proposed Work Plan Submission: The Vendor shall complete and submit a Workplan for Component #3 using the template provided as an Appendix E of this RFP. Upon award of this RFP, the Work Plan will be incorporated as an Appendix to the executed contract. The Work Plan shall include:
- Areas of Agreement: A detailed statement of agreement to proposed service function(s) and proposed associated service activities and requirements for Component #3.
 - Organizational Information: Vendor shall provide:
 - Name of the organization and mission statement emphasizing commitment to the proposed service function(s) and proposed associated service activities outlined in Component #3.
 - Address(es) of operation, including description of how locations facilitate access for the target population.
 - Operational hours and scheduling plan for proposed service activities within the proposed service function(s).

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- Implementation Plan: Vendor shall provide a comprehensive Implementation Plan in a chart format, including:
 - Milestones, Target Dates, and Expected Completion Dates: For each proposed service function, identify key milestones, target dates, and expected completion dates for all planned activities.
 - Activities from Start-Up through Full Implementation: Describe activities required for each service function, including start-up tasks, recruitment, hiring, onboarding, and orientation of key staff.
 - Metrics for Tracking Progress and Outcomes: Include tracking of measurable indicators for each proposed service function and proposed associated service activities outlined in Component #3.

4. Sustainability and Pricing (up to 20 points)

Financial sustainability shall be evaluated by review of the following information:

- Vendor must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements. If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings. Vendors that are not subject to an A-133 Audit must submit their most recent Independent Audit/Evaluation.
- Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed.
- The Division of Substance Abuse and Mental Health reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the contract. Vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of the awarded RFP contract.

Pricing shall be scored based on review of the submitted Budget Workbook for Component #3 attached as Appendix F of this RFP. \$500,000 is presently available for the total service execution of Component #3. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

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**BEHAVIORAL HEALTH RESOURCE DEVELOPMENT
COMPONENT #4: PARTNERSHIP AND SYSTEM INTEGRATION
CRISIS INTERVENTION TEAM TRAINING**

Effective behavioral health resource development relies not only on the creation of programs and services but also on the strength and integration of partnerships across systems. Collaboration between behavioral health providers, law enforcement, community organizations, and other stakeholders is essential to ensure that services are accessible, coordinated, and responsive to the needs of individuals in crisis. System integration allows for streamlined referral pathways, shared protocols, and consistent application of evidence-based practices, which together enhance both the efficiency and effectiveness of behavioral health interventions. Within Delaware’s Behavioral Health Resource Development initiative, fostering these partnerships ensures that workforce development, prevention, recovery support, and crisis response efforts are mutually reinforcing, creating a cohesive system capable of improving outcomes for diverse populations. By embedding partnership and system integration as a core component, DSAMH strengthens cross-sector collaboration, promotes sustainability, and ensures that behavioral health services are delivered in a coordinated, person-centered, and recovery-oriented manner.

Component #4: Partnership and System Integration – Crisis Intervention Team (CIT) Training is a critical element of DSAMH’s broader effort to strengthen cross-system collaboration and improve community responses to behavioral health crises. This component focuses on advancing coordinated, trauma-informed, and recovery-oriented interactions between law enforcement, behavioral health providers, and community partners. Through the implementation of nationally recognized CIT training principles, this component seeks to enhance the capacity of first responders to safely de-escalate crisis situations, recognize signs of mental health and substance use conditions, and facilitate timely diversion to appropriate treatment and support services. By embedding CIT training within Delaware’s behavioral health and public safety systems, Component #4 supports justice diversion goals, promotes public safety, and reinforces a shared, systemwide approach to crisis response that prioritizes health, dignity, and recovery.

Component #4 Overview

CIT training, as defined and supported by CIT International, is a nationally recognized, evidence-based approach that enhances law enforcement capacity to respond safely and effectively to individuals experiencing behavioral health crises. Based on the Memphis Model and guided by CIT International’s best practice standards, CIT combines specialized training, community partnerships, and system-level coordination to improve public safety, support officer well-being, and increase diversion to appropriate mental health and substance use services.

CIT training provides officers with the knowledge and skills to:

- Identify and understand the signs and symptoms of mental health conditions, substance use disorders and co-occurring behavioral health challenges.
- Apply trauma-informed, de-escalation, and communication strategies during crisis encounters.
- Navigate local behavioral health systems, connecting individuals to appropriate community-based services instead of relying solely on arrest or emergency department interventions.

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- Collaborate with behavioral health providers, crisis response teams, and community stakeholders to ensure coordinated, recovery-oriented responses.

Implementation of CIT training, in alignment with CIT International standards, strengthens partnerships between law enforcement and behavioral health systems, supports justice diversion efforts, and fosters safer, more compassionate outcomes for individuals and communities. The structured curriculum, scenario-based exercises, and integration with local behavioral health resources reflect CIT International’s model for effective, sustainable crisis response.

Administrative Note of Reference: Only one vendor shall be selected for this Component as it is important to maintain consistency for statewide coordination. Information on CIT International practices can be found at <https://www.citinternational.org/>.

Client Target Population

The vendor shall design and implement a statewide comprehensive Crisis Intervention Team (CIT) training program aligned with CIT International best practices and Delaware’s behavioral health system needs. The primary target population includes statewide Delaware-based law enforcement officers at all levels (patrol, supervisory, and specialized units) who routinely respond to individuals experiencing mental health, substance use, or co-occurring behavioral health crises.

Subject to funding availability, participation may be expanded to include other first responders and “first-to respond” community partners, including, but not limited to, emergency medical services, fire personnel, public safety dispatchers, school personnel, healthcare and public health staff, social service and nonprofit providers, housing and shelter staff, transit and library staff, faith leaders, crisis line staff, and community volunteers. Including these partners supports coordinated, safe, and recovery-oriented responses, strengthens diversion to treatment, and enhances continuity of care.

Service Functions

The primary service functions of Component #4 for the target population include:

a. **Curriculum Development:**

- Basic CIT: 40-hour curriculum covering mental health and substance use disorders, co-occurring conditions, crisis de-escalation, trauma-informed care, legal and safety considerations, and community resource navigation, in alignment with the CIT International framework and adapted to Delaware’s context with DSAMH approval.
- Advanced CIT: DSAMH approved curriculum in alignment with the CIT International framework for officers who completed basic CIT, focusing on complex/high-acuity crises, advanced de-escalation, trauma-informed approaches, risk assessment, system navigation, scenario application, and mentorship skills.

b. **Training Delivery (including logistical coordination):**

- CIT Training for Law Enforcement: Delivered twice per contract term year using interactive, scenario-based methods aligned with CIT International standards.
- Advanced CIT Training for Law Enforcement: Delivered once per contract term year applying the advanced curriculum in real-world scenarios.

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c. Community Integration and System Linkages:

- Include panels with behavioral health professionals, advocacy organizations, and individuals with lived experience.
- Train officers on local resources, referral pathways, and interagency collaboration to support diversion from emergency or justice pathways.

d. CIT Training for Other Responders and Community Partners (Pending Funding):

- First responders and community partners likely to be first on-scene, including: EMS, fire, dispatch, school personnel, healthcare and public health staff, social service and nonprofit providers, housing and shelter staff, transit and library staff, faith leaders, crisis line staff, and volunteers.
- Focus on safe, recovery-oriented response, diversion to treatment, and continuity of care, consistent with CIT International standards.

Training Materials and Documentation: Manuals, handouts, and certificates of completion.

Evaluation and Continuous Improvement: Pre/post assessments, scenario evaluations, and participant feedback to measure knowledge, skills, and training effectiveness.

Staffing Requirements

The vendor shall provide qualified personnel to design, coordinate, and deliver the CIT training program in alignment with CIT International standards and Delaware-specific requirements. Staffing shall, at minimum, include:

a. Lead CIT Training Coordinator:

- Oversees overall program management, curriculum alignment with CIT International, coordination with DSAMH and law enforcement agencies, and quality assurance.
 - Provides oversight, coaching, and performance review for training staff.
 - Ensures alignment with DSAMH expectations, CIT International standards, and approved curricula.
 - Monitors training delivery for accuracy, consistency, and adherence to competency-based instruction.
 - Manages all operational and administrative aspects of the CIT program, including:
 - Scheduling trainings and coordinating logistics
 - Managing registration and participant communications
 - Preparing instructional materials
 - Maintaining training records, attendance, training curricula, documentation, and reporting
 - Ensuring compliance with DSAMH documentation requirements

b. Certified CIT Trainers:

- Experienced trainers who have received CIT International-approved Train-the-Trainer certification or equivalent.
- Demonstrated expertise in crisis intervention, de-escalation techniques, trauma-informed approaches, and behavioral health crisis response.

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- Experience delivering training across multiple modalities, including hybrid, virtual, and in-person formats.

All staff must complete ongoing professional development in the following areas:

- Trauma-informed pedagogy and instruction
- Ethical standards and boundaries
- Competency-based education methods and evaluation tools
- Socially responsive and population-based approaches

Administrative Note of Reference: The vendor is responsible for identifying and coordinating the participation of behavioral health professionals, advocacy representatives, and individuals with lived experience as guest presenters or panelists in the CIT training. These individuals are not considered vendor staffing.

Adherence to Policies and Procedures

Vendor is required to adhere to all federal, state and DSAMH policies, processes, procedures, requirements, rules, laws, and regulations, including, but not limited to, those listed in this RFP. In settings where these policies do not apply in part or full, the Vendor must detail this and obtain written approval from DSAMH. Such policies include but are not limited to:

- [DSAMH007 – Contracted Religious Organizations](#)
- [DSAMH009 – Nicotine Policy](#)
- [DSAMH011 – Trauma Informed Care](#)
- [DSAMH012 – Provision of Culturally and Linguistically Appropriate Services](#)
- [Criminal Background Check](#)
- [Human Subjects Review Board](#)
- [Inclusion](#)
- Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.).
- The Drug-Free Workplace Act of 1988.
- The Americans with Disabilities Act (PL 101-336).
- State of Delaware, Office of Management and Budget, Budget and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.

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

Fiscal Requirements and Funding Restrictions

Selected vendor will be paid on a cost reimbursement basis. \$45,000 is presently available for the total service execution of Component #4. Annual funding amount determinant is contingent on availability of funds, funding source, and funding source priorities. To participate in this program:

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- Vendor will be required to obtain a Unique Entity ID Number, register and provide updated information as required to the System for Award Management. Information about System for Award Management can be found at: <https://www.sam.gov/>.
- Vendor shall acknowledge DSAMH as a funding source in all publicity pertaining to this Scope of Work.
- Payments made will adhere to the State of Delaware, Office of Management and Budget, and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.
- Vendor must be a non-profit or for-profit entity that has been in operation for over two-years and has an active Business License with the State of Delaware.
- For a Vendor that has a contract with DSAMH in place when this RFP is issued, that Vendor must have all outstanding Corrective Action Plans for deficiencies submitted to DSAMH for approval prior to submission.
- The funds received and expended under the executed contract must be accounted for and recorded by the selected Vendor to permit auditing and accounting for all expenditures in conformity with the terms and provisions of the executed contract, and State and Federal laws and regulations.
- The Vendor's fiscal records and accounts, including those involving other programs which, by virtue of cost or material resources sharing, are substantially related to the executed contract, shall be subject to audit by duly authorized Federal and State officials.
 - All fees paid to the Vendor shall be subject to claw back by DSAMH if such fees are determined by DSAMH or applicable governmental authority to be inappropriate for any reason.
- Cost Reimbursement Contracts are subject to Fiscal Monitoring. Vendors will be notified prior to the scheduled monitor date. The provider will be informed of the required documents for submission. The monitor process session will include review of invoices from the previous invoices submitted.
- Upon notice given to the Vendor's Executive Director or designee, representatives of DSAMH or other duly authorized State or Federal agencies shall have the right to inspect, monitor, audit and evaluate the program's fiscal records or other material relative to the executed contract. The Vendor must cooperate and comply with all audit activities and submit all requested materials in support of the expense and/or service being reviewed.
- Vendor is required to have an annual audit, conducted by an independent auditor, and provide DSAMH with a copy of the completed annual audit, including any related financial statements and management letters, within nine (9) months of the end of the Vendor fiscal year. Vendor must provide one bound copy via US Mail and an electronic (via the DHSS_DSAMHFiscalMonitoring@delaware.gov mailbox). Any DSAMH initiated audit shall neither obviate the need for, nor restrict the Vendor from conducting required annual corporate audits. Financial statements are to be prepared in accordance with appropriate generally accepted accounting principles. Audits must be performed in accordance with auditing standards generally accepted in the United States and Government Auditing Standards issued by the U.S. Comptroller General. When required by the amount of the Vendor's total annual Federal award expenditures, the Vendor must comply with the requirements of the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, and its successors.

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- Prohibited Costs: In determining unallowable costs, DSAMH used, Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. A copy of this document is available at the following link: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). DSAMH will not pay for the following costs:
 - Costs incurred before the effective date or after the termination date of any contract.
 - Costs for services which have not been rendered; cannot be verified as having been provided, according to standard DSAMH monitoring and audit procedures; have not been provided by DSAMH approved agencies and programs; have been provided to persons not authorized by DSAMH; have been provided to persons of less than 18 years of age, unless such persons have been approved in writing by DSAMH as eligible to receive services under this Contract; have been paid for by Medicaid or Medicare, by other third-party payers, by or on behalf of the recipient of services; or are a benefit offered as a covered service in any healthcare plan under which the resident has been determined to be covered, or for which the resident has been found to be eligible (unless such residents are specifically approved in writing by DSAMH as eligible to receive services under this Contract).
 - Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.
 - Costs incurred in violation of any provision of the contract.
 - Costs of acquisition, renovation or improvement of facilities or land. Ongoing costs of facility maintenance and repair are distinguished from improvement and are allowable.
 - Costs incurred for the purchase and maintenance of Vehicles.
 - Costs of political activities, including transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.
 - Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
 - Interest payments, late payment fees and penalties charged by Vendor because of late invoicing.
 - Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
 - Costs that violate any requirement or are identified as a prohibited activity in this scope of work
 - Costs that violate any applicable Federal or State statute or regulation.

\$45,000 is presently available for the total service execution of Component #4. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

Evaluation and Performance Measures

The goal of this portion of the scope is to establish sustainable systems to understand the program and its outcomes as simply as possible, integrating data collection into current systems wherever possible. DSAMH has the right to conduct any onsite evaluation and monitoring of the Vendor's activity at any time.

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The extension of the service period of the contract is based on the past performance of the Vendor. The determination shall be based on, but not limited to, considerations of the following factors:

Performance Objective	Method of Assessment
Provide services as identified in Scope of Services	Monthly provider meeting participation, Review of program reports, third-party feedback
Compliance with all State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work.	Review of program reports, third-party feedback
Adhere to requirements in Professional Service Agreement, Divisional Requirements, Scope of Services, and Contract Budget information.	Monthly provider meeting participation, Review of program reports, third-party feedback, Annual submission of policies, procedures, and plans outlined in scope of work
Reconcile accounts before submitting invoices	Review of Vendor invoices and back-ups to the invoices
Submit required invoices on time	Review of Invoices
Deliver required reports	Review of Reports and Deadlines

Quality Improvement

Vendor shall implement a method for identifying, evaluating, and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. The quality assurance plan shall include the proposed indicators essential to assess the Vendor’s performance and the overall adequacy of services being provided to individuals in the target population. Vendor must comply with regular program and service reporting.

Measurement and Key Outcome Indicators

The Vendor shall implement a structured reporting cadence, established at contract initiation, to monitor progress toward project milestones, outputs, and outcomes. DSAMH may request supplemental reporting as necessary. The provider report shall contain the following performance measures:

a. **Participant Retention and Completion**

Performance indicators:

- Number of law enforcement officers enrolled in each Basic and Advanced CIT cohort
- Number of officers completing the full Basic CIT (minimum 40 hours) and Advanced CIT training
- Attendance consistency across all training sessions

Targets consideration for indicators:

- ≥90% of enrolled officers complete the full CIT training
- ≥95% average attendance across training sessions

b. **Engagement and Participation**

Performance indicators:

- Active participation in scenario-based exercises and role-plays
- Engagement in discussions, panels, and interactive components of the training
- Demonstrated application of de-escalation techniques during exercises

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Targets consideration for indicators:

- ≥85% of participants actively engage in all training components
- ≥80% of participants demonstrate competency in scenario-based exercises

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c. Knowledge and Skills Acquisition

Performance indicators:

- Pre- and post-training knowledge assessment scores for both Basic and Advanced CIT curricula
- Skills competency evaluation through practical exercises and simulations
- Self-reported confidence in responding to behavioral health crises

Targets consideration for indicators:

- ≥75% improvement in post-training knowledge assessment scores compared to pre-training
- ≥80% of participants demonstrate competency in crisis intervention and de-escalation techniques
- ≥85% of participants report increased confidence in responding to behavioral health crises

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d. System Integration and Community Linkages

Performance indicators:

- Officer understanding of local behavioral health resources and referral pathways
- Number of partnerships or collaborations established with behavioral health providers for CIT response
- Participation of behavioral health professionals, community partners, and individuals with lived experience in training panels

Targets consideration for indicators:

- ≥85% of participants demonstrate knowledge of local behavioral health resources
- ≥100% of trainings include participation of behavioral health professionals and individuals with lived experience
- ≥75% of participants report improved ability to connect individuals in crisis to appropriate services

e. Training Quality and Satisfaction

Performance indicators:

- Participant satisfaction with overall training content and delivery
- Feedback on relevance, clarity, and applicability of scenarios and exercises

Targets consideration for indicators:

- ≥85% of participants report high satisfaction with training quality

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- ≥80% of participants report the training will positively impact their field response to behavioral health crises

f. Optional Responders and Community Partners (Pending Funding)

Performance indicators:

- Number and type of additional first responders and community partners trained
- Engagement, knowledge acquisition, and satisfaction outcomes for these participants, consistent with CIT International standards

Targets consideration for indicators:

- ≥80% of participating responders and community partners demonstrate knowledge and skills appropriate for crisis response
- ≥85% report satisfaction with training and understanding of local behavioral health resources

g. Quality Improvement Review

As part of the quality improvement plan, the monthly program report must also highlight issues raised either by the Vendor as continuous improvement objectives along with recommendations to address these objectives.

Presently, the Vendor shall submit program reports to DSAMH_peer@delaware.gov as agreed by the designated DSAMH lead. DSAMH shall establish the content and format structure of the report. As DSAMH reviews its various reporting mechanisms for the purpose of standardization across its behavioral health ecosystem, DSAMH reserves the right to shift the mechanism of how program information is submitted which may include submission via a state contracted cloud-based survey platform. DSAMH shall provide the Vendor 60 days' notice of any report submission changes in writing.

DSAMH reserves the right to claw back or hold funds for program reports not submitted.

Technical Response Requirements

The Vendor's responses to the categories below must describe how it will fulfill the requirements outlined in the scope of work. Vendor should ensure that all proposed solutions are consistent with DSAMH policies and procedures, and applicable regulations, standards, procedures, and best practices.

It is recommended that Vendors wishing to submit a proposal for more than one component should submit separate proposals so that each Component is scored independently for consideration. We understand the administrative burden for this request and recommend that organization content be copied for upload into each proposal for response areas that may be repetitive to the organization (meaning the same information be used for each proposal). Sections include Experience and Expertise Reputation; Capacity to Meet Requirements; Program Design and Implementation; and Sustainability and Pricing. All other information submitted should be specific to the component outlined for each proposal.

1. **Experience and Expertise (up to 25 points):** The Vendor shall provide documentation and narrative demonstrating its qualifications to deliver CIT training consistent with services and requirements outlined in this scope of work. Required elements include:
 - a. Organizational Documentation

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- Submit a current Board of Directors roster, if applicable.
- Submit proof of legal operation for at least two (2) years (i.e., certificate of incorporation, tax filings, prior contracts).
- Submit a current Delaware Business License.

b. Demonstrated Experience and Expertise- The Vendor must clearly demonstrate experience in providing crisis intervention or law enforcement-focused behavioral health training, particularly for individuals responding to behavioral health crises.

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c. Key Personnel and Staffing Plan Requirement- The Vendor must submit a comprehensive staffing plan that ensures timely and consistent delivery of Component #4 Crisis Intervention Team Training services. The plan must:

- Identify all key personnel responsible for designing, delivering, coordinating, and supervising CIT training, including roles, responsibilities, and level of involvement.
- Provide résumés, CVs, or bios demonstrating qualifications, peer support credentials, trauma-informed pedagogy, and recovery-oriented practice.
- Include detailed position descriptions for any new personnel to be hired, outlining required qualifications, experience, and recruitment strategies.
- Describe procedures for staff recruitment, hiring, onboarding, training, supervision, and performance management, including background checks and credential verification compliant with DSAMH policies.
- Ensure staff training addresses essential competencies for serving the target population, including trauma-informed, ethical, social responsive, and person-centered practices.
- Include any existing Standard Operating Procedures (SOPs) or formal documentation for recruitment, onboarding, training, supervision, and performance management. Selected Vendors must provide these policies annually as part of Division contract monitoring.

2. Capacity to Meet Requirements (up to 20 points): This section requires a detailed description of the vendor's capacity to execute the project effectively.

a. Organizational Strengths and Challenges:

- Describe clearly the organization's strengths that support its ability to successfully implement each of the proposed service functions within the required timeframes.
- Identify any anticipated challenges that may affect implementation, along with strategies the organization will employ to address or mitigate these challenges.

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b. Operational Readiness:

- Provide an explanation of internal systems, processes, or structures that demonstrate the organization's readiness to begin service delivery of the proposed service functions upon contract execution.
- Identify the system in place for documentation, data collection, and reporting.

3. Program Design and Implementation (up to 35 points)

a. Programming- The Vendor must provide a comprehensive proposal detailing its strategy for delivering the services outlined for Component #4 in this Scope of Work, demonstrating how the

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approach effectively addresses the needs of the target population. The response should explicitly cover the following aspects:

- CIT Training Approach: Describe the evidence-based methods and curriculum for both Basic and Advanced CIT, including CIT International-approved frameworks, proposed training frequency (Basic twice per contract term year, Advanced once), and target cohort sizes. Include how the training may be adapted for additional first responders and community partners, if funding allows, including recruitment, curriculum modifications, and evaluation.
 - Scenario-Based Learning: Explain how scenario-based exercises, role-plays, and experiential learning will be used to teach de-escalation, crisis intervention, and mentorship skills, including how participant engagement will be monitored and documented.
 - Collaboration Strategy: Describe strategies for coordinating with law enforcement agencies, DSAMH, behavioral health partners, and community stakeholders, including panels or presentations from behavioral health professionals and individuals with lived experience. Explain how these efforts will strengthen crisis response capacity and ensure participants understand local behavioral health resources, referral pathways, and interagency collaboration.
 - Supporting Documentation: The Vendor shall upload existing Standard Operating Procedures (SOPs), training curricula, manuals, handouts, certificates of completion, and other formal documents relevant to service delivery. Selected Vendors must provide these policies annually as part of the Division's contract monitoring process.
 - Adherence to Policies and Procedures: Describe how the Vendor intends to adhere to all policies and procedures specified within this scope of work for each proposed component. The Vendor shall upload any existing internal policies that support compliance with the identified policies, processes, and regulations. The selected vendor shall provide these policies annually as part of the Division's contract monitoring process.
 - Continuity of Operations Plan (COOP): The Vendor shall attach a Continuity of Operations (COOP) Plan. These plans are designed to guide the entire Vendor organization in the continued provision of essential operations and the re-establishment of critical business functions during and after a disaster. The selected vendor shall submit COOP Plans annually as part of the Division's contract monitoring process.
- b. Quality Assurance and Performance Measures: The Vendor is required to implement a robust quality assurance plan designed to identify, evaluate, and promptly correct deficiencies in service quality and quantity.
- Plan Components: The quality assurance plan must detail the methodology for sustaining service fidelity (i.e., reporting mechanisms, monitoring processes). It shall also establish clear performance targets and a system for evaluating, tracking, and reporting progress. Additionally, the plan must outline methods for assessing both client and stakeholder satisfaction. The selected Vendor shall submit an updated quality assurance plan annually as part of the Division's contract monitoring process.
 - Data Collection: The proposal must describe the specific procedures for collecting all metrics outlined for Component #4.
- c. Work Plan Submission Requirements- The Vendor shall complete and submit a Workplan for Component #4 using the template provided as an Appendix E of this RFP. Upon award of this RFP, the Work Plan will be incorporated as an Appendix to the executed contract. The Work Plan shall include:

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- Areas of Agreement: A detailed statement of agreement to service functions and requirements outlined for Component #4.
- Organizational Information: Vendor shall provide:
 - Name of the organization and mission statement, emphasizing commitment to the service functions outlined in Component #4.
 - Address(es) of operation, including description of how locations facilitate access for the target population.
 - Operational hours and scheduling plan for project activities within the service functions.
- Implementation Plan: Vendor shall provide a comprehensive Implementation Plan in a chart format, including:
 - Milestones, Target Dates, and Expected Completion Dates: Identify key milestones, target dates, and expected completion dates for all planned activities.
 - Activities from Start-Up through Full Implementation: Describe activities required for each service function, including start-up tasks, recruitment, hiring, onboarding, and orientation of key staff.
 - Metrics for Tracking Progress and Outcomes: Include tracking of measurable indicators outlined for Component #4.

4. Sustainability and Pricing (up to 20 points)

Financial sustainability shall be evaluated by review of the following information:

- Vendor must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements). If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings. Vendors that are not subject to an A-133 Audit must submit their most recent Independent Audit/Evaluation.
- Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed.
- The Division of Substance Abuse and Mental Health reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the contract. Vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of the awarded RFP contract.

Pricing shall be scored based on review of the submitted Budget Workbook for Component #4 attached as Appendix F of this RFP. \$45,000 is presently available for the total service execution of Component #4. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

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**BEHAVIORAL HEALTH RESOURCE DEVELOPMENT
COMPONENT #5: SERVICE DELIVERY AND INTEGRATION
THE COMMUNITY REINFORCEMENT APPROACH AND FAMILY TRAINING (CRAFT)**

Family members, friends, and natural support networks are essential partners in promoting recovery and wellbeing for individuals experiencing substance use challenges. Component #5, which focuses on the Community Reinforcement Approach and Family Training (CRAFT), strengthens these supports through skill-building, education, and evidence-based engagement strategies. Effective service delivery and integration under this component ensure that CRAFT is embedded within the broader behavioral health system, connecting family and natural supports with clinical services, community resources, and ongoing recovery initiatives. By equipping loved ones with practical tools to encourage positive change in non-confrontational ways, this approach enhances treatment effectiveness, builds stronger support networks, and advances the State's behavioral health resource development goals by creating a more coordinated, resilient, and recovery-oriented system of care.

The Community Reinforcement Approach and Family Training (CRAFT) is an evidence-based, skills-focused model designed to help family members, friends, and other natural supports effectively assist individuals experiencing substance use challenges. CRAFT emphasizes non-confrontational strategies, behavioral reinforcement, and motivational principles to encourage positive change while promoting the wellbeing of the support network itself. The goals of the CRAFT initiative are to strengthen participants' skills in communication, relationship-building, and boundary-setting; enhance their ability to recognize substance use patterns and engage loved ones in treatment; and improve overall resilience and functioning within families and support networks.

Administrative Note of Reference: Only one vendor shall be selected for this Component as it is important to maintain consistency for statewide coordination. Information on CRAFT can be found at <https://www.robertjmeyersphd.com/>.

Client Target Population

CRAFT services shall be delivered statewide to adult residents (18 years or older) of Delaware. The target population includes:

- Family members, friends, and other natural supports (i.e., spouses, parents, adult children, siblings, partners, caregivers) of individuals experiencing substance use challenges, regardless of whether the individual is currently engaged in treatment.
- Concerned Significant Others (CSOs) seeking skills-based, non-confrontational strategies to support a loved one with substance use challenges.
- Families and natural supports impacted by substance use who may be experiencing stress, conflict, emotional distress, or reduced functioning because of a loved one's substance use.

Service Functions

The vendor shall deliver CRAFT-based services that are structured, evidence-based, and responsive to the needs of families, friends, and other natural supports of individuals experiencing substance use challenges. Primary service functions shall include, but are not limited to, the following:

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- a. CRAFT Programming: The Vendor shall develop, implement and maintain in collaboration with DSAMH, CRAFT-based services that teach families how to support positive behavior change without confrontation in alignment with the CRAFT evidenced-based framework.
 - Provide a structured (DSAMH approved) CRAFT curriculum, typically delivered over a multi-session model (i.e., up to 12 sessions), using non-confrontational and motivational strategies.
 - Deliver services in group-based and/or individual formats, as appropriate to community needs and accessibility considerations.
 - Ensure services are trauma-informed, socially responsive, and inclusive of population-based approaches

- b. Skills Development and Education: This function focuses on building practical skills that enable participants to communicate effectively, reinforce healthy behaviors, and set appropriate boundaries.
 - Train participants in effective communication strategies that promote collaboration, respect, and clarity.
 - Build participant capacity to recognize substance use patterns and related behavioral triggers.
 - Teach positive reinforcement techniques to encourage healthy, pro-social behaviors.
 - Support the development of healthy boundary-setting and self-care practices for family and natural supports.

- c. Engagement and Service Integration: This function supports coordinated efforts to connect families, natural supports, and individuals with substance use challenges to appropriate treatment and recovery resources.
 - Support families and natural supports in engaging their loved ones in treatment and recovery-oriented services when appropriate.
 - Coordinate with behavioral health providers, treatment programs, and community-based organizations to ensure alignment and continuity of care.
 - Provide referrals and warm handoffs to additional behavioral health, recovery, or family support resources as needed. The vendor must use the Delaware Treatment and Referral Network (DTRN) E-referral module when making referrals to behavioral health treatment and other recovery support services as applicable. Vendors can refer to Appendix H of this RFP for information on the DTRN User Agreement and Provider Standards.

- d. Participant Wellbeing and Resilience: This function promotes the emotional health, stability, and coping capacity of participants, independent of their loved one's treatment decisions.
 - Promote emotional wellbeing, stress reduction, and resilience among participants regardless of treatment engagement outcomes of the individual with substance use challenges.
 - Incorporate strategies that reduce family conflict, anxiety, and emotional distress while strengthening supportive relationships.

- e. Training Accessibility: This function ensures statewide access to CRAFT services through flexible delivery formats that reduce geographic and logistical barriers.
 - Offer CRAFT programming through in-person, virtual, and hybrid delivery formats.
 - Schedule sessions at varied times, including evenings or weekends, as feasible, to accommodate participant availability.

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- Utilize virtual platforms that support confidentiality, ease of use, and consistent participant engagement across Delaware.
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- f. Documentation and Reporting-Accurate collection and maintenance of all required documentation, including:
 - Participant training and certification records
 - Attendance and competency evaluations
 - Compliance tracking and reporting to DSAMH

Staffing Requirements

The vendor shall provide qualified personnel to design, coordinate, and deliver CRAFT programming in alignment with the CRAFT Framework and Delaware-specific requirements. Staffing shall, at minimum, include:

- a. Program Leadership: The Vendor must designate a Program Manager responsible for overall oversight of CRAFT service delivery.
 - The Program Manager must have experience in behavioral health or family-focused interventions and demonstrated knowledge of evidence-based practices, preferably CRAFT.
 - Responsibilities include: overall implementation, supervising staff, ensuring program fidelity, monitoring outcomes, coordinating with DSAMH, and providing ongoing training and coaching.
- b. Certified CRAFT Facilitators:
 - Facilitators trained in the Community Reinforcement Approach and Family Training model or commit to obtaining such training prior to service delivery.
 - Facilitators shall have relevant education and/or professional experience in behavioral health, substance use services, social work, counseling, or a related field.
 - Maintain ongoing professional development and fidelity to the CRAFT model.

All staff must complete ongoing professional development in the following areas:

- Trauma-informed pedagogy and instruction
- Ethical standards and boundaries
- Competency-based education methods and evaluation tools
- Socially responsive and population-based approaches

Adherence to Policies and Procedures

Vendor is required to adhere to all federal, state and DSAMH policies, processes, procedures, requirements, rules, laws, and regulations, including, but not limited to, those listed in this RFP. In settings where these policies do not apply in part or full, the Vendor must detail this and obtain written approval from DSAMH. Such policies include but are not limited to:

- DSAMH007 – Contracted Religious Organizations
- DSAMH009 – Nicotine Policy
- [DSAMH011 – Trauma Informed Care](#)
- DSAMH012 – Provision of Culturally and Linguistically Appropriate Services

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- [Criminal Background Check](#)
- [Human Subjects Review Board](#)
- [Inclusion](#)
- Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.).
- The Drug-Free Workplace Act of 1988.
- The Americans with Disabilities Act (PL 101-336).
- State of Delaware, Office of Management and Budget, Budget and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.

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

Fiscal Requirements and Funding Restrictions

Selected vendor will be paid on a cost reimbursement basis. A total of \$150,000 is available for the execution of Component #5 during the first contract year. For subsequent years, \$100,000 will be available annually. Annual funding amount determinant is contingent on availability of funds, funding source, and funding source priorities. To participate in this program:

- Vendor will be required to obtain a Unique Entity ID Number, register and provide updated information as required to the System for Award Management. Information about System for Award Management can be found at: <https://www.sam.gov/>.
- Vendor shall acknowledge DSAMH as a funding source in all publicity pertaining to this Scope of Work.
- Payments made will adhere to the State of Delaware, Office of Management and Budget, and Accounting Manual. <https://budget.delaware.gov/accounting-manual/index.shtml>.
- Vendor must be a non-profit or for-profit entity that has been in operation for over two-years and has an active Business License with the State of Delaware.
- For a Vendor that has a contract with DSAMH in place when this RFP is issued, that Vendor must have all outstanding Corrective Action Plans for deficiencies submitted to DSAMH for approval prior to submission.
- The funds received and expended under the executed contract must be accounted for and recorded by the selected Vendor to permit auditing and accounting for all expenditures in conformity with the terms and provisions of the executed contract, and State and Federal laws and regulations.
- The Vendor's fiscal records and accounts, including those involving other programs which, by virtue of cost or material resources sharing, are substantially related to the executed contract, shall be subject to audit by duly authorized Federal and State officials.
 - All fees paid to the Vendor shall be subject to claw back by DSAMH if such fees are determined by DSAMH or applicable governmental authority to be inappropriate for any reason.
- Cost Reimbursement Contracts are subject to Fiscal Monitoring. Vendors will be notified prior to the scheduled monitor date. The provider will be informed of the required documents for

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submission. The monitor process session will include review of invoices from the previous invoices submitted.

- Upon notice given to the Vendor's Executive Director or designee, representatives of DSAMH or other duly authorized State or Federal agencies shall have the right to inspect, monitor, audit and evaluate the program's fiscal records or other material relative to the executed contract. The Vendor must cooperate and comply with all audit activities and submit all requested materials in support of the expense and/or service being reviewed.
- Vendor is required to have an annual audit, conducted by an independent auditor, and provide DSAMH with a copy of the completed annual audit, including any related financial statements and management letters, within nine (9) months of the end of the Vendor fiscal year. Vendor must provide one bound copy via US Mail and an electronic (via the DHSS_DSAMHFiscalMonitoring@delaware.gov mailbox). Any DSAMH initiated audit shall neither obviate the need for, nor restrict the Vendor from conducting required annual corporate audits. Financial statements are to be prepared in accordance with appropriate generally accepted accounting principles. Audits must be performed in accordance with auditing standards generally accepted in the United States and Government Auditing Standards issued by the U.S. Comptroller General. When required by the amount of the Vendor's total annual Federal award expenditures, the Vendor must comply with the requirements of the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, and its successors.
- Prohibited Costs: In determining unallowable costs, DSAMH used, Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. A copy of this document is available at the following link: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). DSAMH will not pay for the following costs:
 - Costs incurred before the effective date or after the termination date of any contract.
 - Costs for services which have not been rendered; cannot be verified as having been provided, according to standard DSAMH monitoring and audit procedures; have not been provided by DSAMH approved agencies and programs; have been provided to persons not authorized by DSAMH; have been provided to persons of less than 18 years of age, unless such persons have been approved in writing by DSAMH as eligible to receive services under this Contract; have been paid for by Medicaid or Medicare, by other third-party payers, by or on behalf of the recipient of services; or are a benefit offered as a covered service in any healthcare plan under which the resident has been determined to be covered, or for which the resident has been found to be eligible (unless such residents are specifically approved in writing by DSAMH as eligible to receive services under this Contract).
 - Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.
 - Costs incurred in violation of any provision of the contract.
 - Costs of acquisition, renovation or improvement of facilities or land. Ongoing costs of facility maintenance and repair are distinguished from improvement and are allowable.
 - Costs incurred for the purchase and maintenance of Vehicles.
 - Costs of political activities, including transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.

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- Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
- Interest payments, late payment fees and penalties charged by Vendor because of late invoicing.
- Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
- Costs that violate any requirement or are identified as a prohibited activity in this scope of work
- Costs that violate any applicable Federal or State statute or regulation.
- Federal funding requirements-\$100,000 annual funding for Component #5 is available via the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG or SUBG, for short), CFDA# 93.959, and the Mental Health Block Grant (MHBG), CFDA# 93.958, sponsored presently by the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA) and the Strategic Prevention Framework-Partnerships for Success (SPF-PFS), CFDA# 93.243, sponsored presently by the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA) . Selected vendor must adhere to all federal funding requirements outlined for these grants as referenced in Appendix G.
 - Selected vendors may be required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), including timely provision of accurate data needed for subaward reporting, as applicable.
- Federal funding requirements-\$50,000 (available for first contract year only for training consultant implementation) is available via the State Opioid Response 4.0 grant, CFDA# 93.788, sponsored presently by the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT). Select vendors shall be awarded a contract with these designated funds. The vendor(s) must comply with the following federal requirements as extracted from the present Notice of Award DSAMH received:
 - Standard terms of award:
 - Refer to the following SAMHSA website to access the Standard Terms applicable of the grant award for the current fiscal year (2025): SAMHSA Standard Terms and Conditions.
 - The grant program legislation and program regulation cited in the Notice of Award.
 - The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
 - 45 CFR Part 75 as applicable.
 - The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will
 - supersede the current GPS.
 - Treatment of Program Income- Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

The award notice, including the terms and conditions cited in the bullet point below.
 - Federal Terms and Conditions for SOR SAMHSA Grant Awards

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- Prohibited Uses of Grant Funds in Harm Reduction Activities SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use. Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmeffene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.
- Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.
- Antidiscrimination Compliance Requirement: By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.
- Title IX Compliance Requirement By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows: Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.
- Regulatory Requirements:
 - Applicable Regulatory Provisions-Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in

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Federal Register Notice 89 FR 80055. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

- Termination-Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.
- Compliance with Court Orders-Any term or condition of the Notice of award, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.
- Civil Rights Compliance Requirement-The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).
- SAMHSA requires that medications for the treatment of opioid use disorder (MOUD) is made available to those diagnosed with opioid use disorder (OUD). MOUD includes FDA-approved treatments such as methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.
- SOR grant funds must be used to fund prevention, risk mitigation, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.
- SOR Funds should be the Payer of Last Resort-Recipients must first use revenue from third-party payments (such as Medicare or Medicaid) from providing services to pay for uninsured or underinsured individuals. Recipients must implement policies and procedures that ensure other sources of funding (such as Medicare, Medicaid, private insurance, etc.) are used first when available for that individual. Grant award funds for payment of services may be used for individuals who are not covered by public or other health insurance programs. Each recipient must have policies and procedures in place to determine affordability and insurance coverage for individuals seeking services. Program income revenue generated from providing services must first be used to pay for programmatic expenses related to the proposed grant activities. Recipients must also assist eligible uninsured clients with applying for health insurance. If appropriate, consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services). eCFR: 34 CFR Part 303 Subpart F -- Use of Funds and Payor of Last Resort

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- SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
- Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (i.e., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine Mono product formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
- SOR funds shall not be utilized to provide incentives to any Health Care Professionals for receipt of any type of Professional Development Training.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, i.e., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).
- Supplement grant funds may be used to supplement existing activities. Grants funds may not be used to supplant current funding of existing activities. Supplant is defined as replacing funding of a recipient's existing program with funds from a federal grant.
- Funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b) Note: A recipient or treatment or prevention provider may provide up to \$30 noncash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow up interview. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than \$75 per budget period. The incentive amount may be subject to change.
- General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 117-328, Consolidated Appropriations Act, 2023, Division H, Title V, Section 526, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health

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department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

- Salary Limitation: The Consolidated Appropriations Act, 2023 (Public Law No: 117-328) restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Office of Personnel Management released new salary levels for the Executive Pay Scale and effective January 1, 2024, the salary limitation for Executive Level II is \$221,900. Executive Senior Level- the current salary limitation can be found in the most recent SAMHSA Standard Terms and Conditions posted on our website at SAMHSA Standard Terms and Conditions.
- Grant funds cannot pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. See (45 CFR 75.421(e)(3).
- Food can be included as a necessary expense for individuals receiving SAMHSA funded mental and/or substance use disorder prevention, treatment, and recovery support services, not to exceed \$10.00 per person per day, as approved by DSAMH.
- Selected vendors may be required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), including timely provision of accurate data needed for subaward reporting, as applicable.

A total of \$150,000 is available for the execution of Component #5 during the first contract year. For subsequent years, \$100,000 will be available annually. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

Evaluation and Performance Measures

The goal of this portion of the scope is to establish sustainable systems to understand the program and its outcomes as simply as possible, integrating data collection into current systems wherever possible. DSAMH has the right to conduct any onsite evaluation and monitoring of the Vendor’s activity at any time.

The extension of the service period of the contract is based on the past performance of the Vendor. The determination shall be based on, but not limited to, considerations of the following factors:

Performance Objective	Method of Assessment
Provide services as identified in Scope of Services	Monthly provider meeting participation, Review of program reports, third-party feedback
Compliance with all State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work.	Review of program reports, third-party feedback
Adhere to requirements in Professional Service Agreement, Divisional Requirements, Scope of Services, and Contract Budget information.	Monthly provider meeting participation, Review of program reports, third-party feedback, Annual submission of policies, procedures, and plans outlined in scope of work
Reconcile accounts before submitting invoices	Review of Vendor invoices and back-ups to the invoices
Submit required invoices on time	Review of Invoices

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Deliver required reports	Review of Reports and Deadlines
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Quality Improvement

Vendor shall implement a method for identifying, evaluating, and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. The quality assurance plan shall include the proposed indicators essential to assess the Vendor's performance and the overall adequacy of services being provided to individuals in the target population.

1. Vendor must comply with HIPAA and 42 CFR, Part 2.
2. Vendor must comply with regular program and service reporting.

Measurement and Key Outcome Indicators

The Vendor shall implement a structured reporting cadence, established at contract initiation, to monitor progress toward project milestones, outputs, and outcomes. All indicators when describing participants must be disaggregated by gender, age group (18–24, 25–35, 36–60, 60+), race/ethnicity, and county of residence to support an inclusive analysis. DSAMH may request supplemental reporting as necessary. The provider report shall contain the following performance measures:

a. Program Access and Retention

Performance indicators:

- Number of CRAFT cohorts, groups, or sessions offered statewide
- Number of participants enrolled in CRAFT services
- Number of participants completing program

Targets consideration for indicators:

- ≥60% of enrolled participants complete the full CRAFT curriculum
- ≥60% average attendance across scheduled sessions
- Continuous statewide availability of CRAFT services
- Year-over-year increase in attendance and completion rates

b. Participant Skill Development and Wellbeing

Performance indicators:

- Percentage of participants demonstrating increased knowledge of CRAFT strategies based on pre- and post-assessments
- Percentage of participants reporting increased confidence in applying CRAFT skills (i.e., communication, boundary-setting, positive reinforcement)
- Percentage of participants reporting reduced stress or improved coping following program participation

Targets consideration for indicators:

- ≥60% of participants demonstrate increased knowledge of CRAFT strategies from pre- to post-assessment
- ≥60% of participants report increased confidence in applying CRAFT skills
- ≥60% of participants report improvement in at least one wellbeing measure
- Year-over-year increase in measures

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c. Quality Improvement Review

As part of the quality improvement plan, reporting must also highlight issues raised either by the Vendor as continuous improvement objectives along with recommendations to address these objectives.

Substance Abuse and Mental Health Services Administration (SAMHSA) Unified Performance Reporting Tool (SUPRT)

Select vendors awarded contracts with SOR federal funding are generally required to administer the intake (baseline), follow-up (six months), annual (one year from baseline) reassessment and discharge SUPRT client outcomes measure tool, achieving a 100% follow-up (six-months) and 100% annual reassessment expectation currently set forth by SAMHSA.

Due to the nature of the services outlined in Component #2, SUPRT data collection is not applicable.

Presently, the Vendor shall submit program reports to DSAMH_peer@delaware.gov as agreed by the designated DSAMH lead. DSAMH shall establish the content and format structure of the report. As DSAMH reviews its various reporting mechanisms for the purpose of standardization across its behavioral health ecosystem, DSAMH reserves the right to shift the mechanism of how program information is submitted which may include submission via a state contracted cloud-based survey platform. DSAMH shall provide the Vendor 60 days' notice of any report submission changes in writing.

DSAMH reserves the right to claw back or hold funds for program reports not submitted.

Technical Response Requirements

The Vendor's responses to the categories below must describe how it will fulfill the requirements outlined in the scope of work. Vendor should ensure that all proposed solutions are consistent with DSAMH policies and procedures, and applicable regulations, standards, procedures, and best practices.

It is recommended that Vendors wishing to submit a proposal for more than one component should submit separate proposals so that each Component is scored independently for consideration. We understand the administrative burden for this request and recommend that organization content be copied for upload into each proposal for response areas that may be repetitive to the organization (meaning the same information be used for each proposal). Sections include Experience and Expertise Reputation; Capacity to Meet Requirements; Program Design and Implementation; and Sustainability and Pricing. All other information submitted should be specific to the component outlined for each proposal.

1. **Experience and Expertise (up to 25 points):** The Vendor shall provide documentation and narrative demonstrating its qualifications to deliver CRAFT services and requirements outlined in this scope of work. Required elements include:
 - a. Organizational Documentation
 - Submit a current Board of Directors roster, if applicable.
 - Submit proof of legal operation for at least two (2) years (i.e., certificate of incorporation, tax filings, prior contracts).

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- Submit a current Delaware Business License.
 - b. Demonstrated Experience and Expertise- The Vendor must clearly demonstrate experience in providing crisis intervention or law enforcement-focused behavioral health training, particularly for individuals responding to behavioral health crises.
 - c. Key Personnel and Staffing Plan Requirement- The Vendor must submit a comprehensive staffing plan that ensures timely and consistent delivery of Component #5 CRAFT services. The plan must:
 - Identify all key personnel responsible for designing, delivering, coordinating, and supervising CRAFT services, including roles, responsibilities, and level of involvement.
 - Provide résumés, CVs, or bios demonstrating qualifications, CRAFT training credentials, trauma-informed pedagogy, and recovery-oriented practice.
 - Include detailed position descriptions for any new personnel to be hired, outlining required qualifications, experience, and recruitment strategies.
 - Describe procedures for staff recruitment, hiring, onboarding, training (including receipt of CRAFT certification), supervision, and performance management, including background checks and credential verification compliant with DSAMH policies.
 - Ensure staff training addresses essential competencies for serving the target population, including trauma-informed, ethical, social responsive, and person-centered practices.
 - Include any existing Standard Operating Procedures (SOPs) or formal documentation for recruitment, onboarding, training, supervision, and performance management. Selected Vendors must provide these policies annually as part of Division contract monitoring.
- 2. Capacity to Meet Requirements (up to 20 points):** This section requires a detailed description of the vendor's capacity to execute the project effectively.
- a. Organizational Strengths and Challenges:
 - Describe clearly the organization's strengths that support its ability to successfully implement each of the proposed service functions within the required timeframes.
 - Identify any anticipated challenges that may affect implementation, along with strategies the organization will employ to address or mitigate these challenges.
 - b. Operational Readiness:
 - Provide an explanation of internal systems, processes, or structures that demonstrate the organization's readiness to begin service delivery of the proposed service functions upon contract execution.
 - Identify the system in place for documentation, data collection, and reporting.
- 3. Program Design and Implementation (up to 35 points)**
- a. Programming- The Vendor must provide a comprehensive proposal detailing its strategy for delivering the services outlined for Component #5 in this Scope of Work, demonstrating how the approach effectively addresses the needs of the target population. The response should explicitly cover the following aspects:
 - **CRAFT Curriculum and Delivery:** Describe the structured, evidence-based CRAFT program, including session frequency (i.e., 12-session curriculum), duration, format (group, individual, or hybrid), and target cohort sizes. Explain how facilitators will teach core

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components such as motivational strategies, positive reinforcement, communication skills, boundary-setting, and engagement techniques. Include strategies for participant recruitment, retention, and curriculum adaptations to meet varying needs while maintaining fidelity to the CRAFT model.

- Outreach Strategy: Describe plans to coordinate with DSAMH, behavioral health providers, and community stakeholders to promote program awareness, statewide participation, and access. Explain strategies for ensuring participants understand available behavioral health resources, referral pathways, and interagency collaboration.
 - Supporting Documentation: The Vendor shall upload existing Standard Operating Procedures (SOPs), training curricula, manuals, handouts, certificates of completion, and other formal documents relevant to service delivery. Selected Vendors must provide these policies annually as part of the Division's contract monitoring process.
 - Adherence to Policies and Procedures: Describe how the Vendor intends to adhere to all policies and procedures specified within this scope of work for each proposed component. The Vendor shall upload any existing internal policies that support compliance with the identified policies, processes, and regulations. The selected vendor shall provide these policies annually as part of the Division's contract monitoring process.
 - Continuity of Operations Plan (COOP): The Vendor shall attach a Continuity of Operations (COOP) Plan. These plans are designed to guide the entire Vendor organization in the continued provision of essential operations and the re-establishment of critical business functions during and after a disaster. The selected vendor shall submit COOP Plans annually as part of the Division's contract monitoring process.
- b. Quality Assurance and Performance Measures: The Vendor is required to implement a robust quality assurance plan designed to identify, evaluate, and promptly correct deficiencies in service quality and quantity.
- Plan Components: The quality assurance plan must detail the methodology for sustaining service fidelity (i.e., reporting mechanisms, monitoring processes). It shall also establish clear performance targets and a system for evaluating, tracking, and reporting progress. Additionally, the plan must outline methods for assessing both client and stakeholder satisfaction. The selected Vendor shall submit an updated quality assurance plan annually as part of the Division's contract monitoring process.
 - Data Collection: The proposal must describe the specific procedures for collecting all metrics outlined for Component #5.
- c. Work Plan Submission Requirements- The Vendor shall complete and submit a Workplan for Component #5 using the template provided as an Appendix E of this RFP. Upon award of this RFP, the Work Plan will be incorporated as an Appendix to the executed contract. The Work Plan shall include:
- Areas of Agreement: A detailed statement of agreement to service functions and requirements outlined for Component #5.
 - Organizational Information: Vendor shall provide:
 - Name of the organization and mission statement, emphasizing commitment to the service functions outlined in Component #5.
 - Address(es) of operation, including description of how locations facilitate access for the target population.

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- Operational hours and scheduling plan for project activities within the service functions.
- Implementation Plan: Vendor shall provide a comprehensive Implementation Plan in a chart format, including:
 - Milestones, Target Dates, and Expected Completion Dates: Identify key milestones, target dates, and expected completion dates for all planned activities.
 - Activities from Start-Up through Full Implementation: Describe activities required for each service function, including start-up tasks, recruitment, hiring, onboarding, and orientation of key staff.
 - Metrics for Tracking Progress and Outcomes: Include tracking of measurable indicators outlined for Component #5.

4. Sustainability and Pricing (up to 20 points)

Financial sustainability shall be evaluated by review of the following information:

- Vendor must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements). If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings. Vendors that are not subject to an A-133 Audit must submit their most recent Independent Audit/Evaluation.
- Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed.
- The Division of Substance Abuse and Mental Health reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the contract. Vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of the awarded RFP contract.

Pricing shall be scored based on review of the submitted Budget Workbook for Component #5 attached as Appendix F of this RFP. A total of \$150,000 is available for the execution of Component #5 during the first contract year. For subsequent years, \$100,000 will be available annually. Annual funding amount determination is contingent on availability of funds, funding source, and funding source priorities.

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APPENDIX C

REQUIRED FORMS

Please refer to separate file:
“HSS-26-079 – AppC–Vendor Frms.xlsx”

- **Vendor Information Sheet (Attachment 2)**
- **Non-Collusion Statement (Attachment 3)**
- **Exceptions Form (Attachment 4)**
- **Confidential Information Form (Attachment 5)**
- **Business References (Attachment 6)**
- **Subcontractor Form, (Attachment 7), if applicable**

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APPENDIX D

Templates/Sample Agreements

These **Templates/Sample Agreements** will be used to negotiate the final version of the Contract between Vendor and the State of Delaware.

These are ONLY Samples and as Placeholders

Please refer to separate file:
“HSS-26-079 - AppD–Templates-PSA, BAA and DTI T&Cs.docx”

- **Professional Service Agreement**
- **Business Associate Agreement**
- **DTI Terms & Conditions**

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APPENDIX E

WORKPLAN TEMPLATE

Please refer to separate file:
“Appendix E-Workplan”

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APPENDIX F

BUDGET WORKBOOK TEMPLATE

**Please refer to Appendix B.Scope of Work and Technical Requirements
for how to submit your Cost/Pricing.**

Please refer to separate file:
“Appendix F-Budget Workbook”

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APPENDIX G- SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK GRANT (SUPTRS); BLOCK GRANTS FOR COMMUNITY MENTAL HEALTH SERVICES (MHBG); AND STRATEGIC PREVENTION FRAMEWORK PARTNERSHIPS FOR SUCCESS – DELAWARE (SPF-PFS-DE) OPERATIONAL CONDITIONS

**SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK GRANT (SUPTRS)
2025 Operational Conditions and Guidance**

Recipient Name: Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health

Federal Award Title: Substance Abuse Prevention, Treatment, and Recovery Services (SUPTRS) Block Grant

Unique Federal Award Identification Number (FAIN): B08TI088144

Assistance Listing Number (CFDA): 93.959

Statutory Authority: Subparts II&III,B, Title XIX, PHS Act/45 CFR Part96
<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-96>

Award Period: 10/01/2024 – 09/30/2026

Document Number: 25B1DESAPT

Fiscal Year: 2025

EXPLANATION AND PURPOSE

The Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS) program's objective is to help plan, implement, and evaluate activities that prevent and treat substance use. The SUPTRS is authorized by section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service (PHS) Act (PDF | 253 KB). The PHS Act required the secretary of the U.S. Department of Health and Human Services to create regulations as a precondition to making funds available to the states and other grantees under the SUBG. Title 45 Code of Federal Regulations Part 96 was published on March 31, 1993, and The Tobacco Regulations for Substance Use Prevention, Treatment, and Recovery Services Block Grant; Final Rule, 61 Federal Register 1492 (PDF |259 KB) was published on January 19, 1996.

SAMHSA's Center for Substance Abuse Treatment's (CSAT) State Systems Partnership Branch (SSPB), in collaboration with the Center for Substance Abuse Prevention's (CSAP) Division of Primary Prevention (DPP), administers the SUPTRS.

This award is pursuant to the authority of Subparts II&III,B, Title XIX, PHS Act/45 CFR Part96 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

SUPTRS Grantee Requirements

- Have a designated unit of its executive branch that is responsible for administering the SUPTRS (for example, Division of Substance Abuse and Mental Health) work with the grantee's department of health;
- Apply annually for SUPTRS funds;
 - The receipt date for the FFY BG Application ("Combined Application ") for the Community Mental Health Services Block Grant (MHBG) and the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS) is not later than September 1

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- of each year (governed by the MHBG authorizing legislation; Section 1917(a)(1) of Title XIX, Part B, Subpart I of the PHS Act (42 USC 300x-6(a)(1)).
- The eligible entity must submit:
 - An annual application (with assurances, certifications, and planned expenditures)
 - A bi-annual plan
 - An annual report
 - Have the flexibility to distribute the SUBG funds to local government entities, such as municipal, county, or intermediaries, including administrative service organizations; and
 - Have SUBG sub-recipients, such as community- and faith-based organizations (non-governmental organizations), and deliver:
 - Substance use prevention activities to individuals and communities impacted by substance use
 - Substance use disorder (SUD) treatment and recovery support services to individuals and families impacted by SUDs
 - The Delaware Behavioral Health Assessment and Plan is a web-based process and as such can be viewed at <https://bgas.samhsa.gov>
 - To review the plans, please take the following steps:
 - Go to <https://bgas.samhsa.gov>
 - Enter the username and password (these are case sensitive):
 - Username - citizende
 - Password - citizen
 - Select "View Existing Applications" from the top tabs
 - Select "FFY 2024-2025 Behavioral Health Assessment and Plan"
 - Select "View Application"
 - To review the plan, click to download the pdf file.

Targeted Populations and Service Areas

The SUPTRS program targets the following populations and service areas:

- Pregnant women and women with dependent children
- Injection drug users
- Tuberculosis services
- Early intervention services for HIV/AIDS
- Primary prevention services

Primary Prevention

SAMHSA requires that grantees spend no less than 20% of their SUPTRS allotment on substance use primary prevention strategies. These strategies are directed at individuals not identified to be in need of treatment.

Primary Prevention Strategies

Grantees must develop a comprehensive primary prevention program that includes activities and services provided in a variety of settings. The program must target both the general population and sub-groups that are at high risk for substance use. The program must include, but is not limited to, the following strategies:

- **Information Dissemination** provides knowledge and increases awareness of the nature and extent of alcohol and other drug use, use, and addiction, as well as their effects on individuals, families, and communities. It also provides knowledge and increases awareness of available prevention and treatment programs and services. It is

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characterized by one-way communication from the information source to the audience, with limited contact between the two.

- **Education** builds skills through structured learning processes. Critical life and social skills include decision making, peer resistance, coping with stress, problem solving, interpersonal communication, and systematic and judgmental capabilities. There is more interaction between facilitators and participants than there is for information dissemination.
- **Alternatives** provide opportunities for target populations to participate in activities that exclude alcohol and other drugs. The purpose is to discourage use of alcohol and other drugs by providing alternative, healthy activities.
- **Problem Identification and Referral** aims to identify individuals who have indulged in illegal or age-inappropriate use of tobacco or alcohol and individuals who have indulged in the first use of illicit drugs. The goal is to assess if their behavior can be reversed through education. This strategy does not include any activity designed to determine if a person is in need of treatment.
- **Community-based Process** provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning.
- **Environmental** establishes or changes written and unwritten community standards, codes, and attitudes. Its intent is to influence the general population's use of alcohol and other drugs.

Grantees should use a variety of strategies that target populations with different levels of risk. Specifically, prevention strategies can be classified using the Institute of Medicine Model of Universal, Selective, and Indicated, which classifies preventive interventions by targeted population. The definitions for these population classifications are:

- **Universal:** The general public or a whole population group that has not been identified on the basis of individual risk
- **Selective:** Individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average
- **Indicated:** Individuals in high-risk environments who have minimal but detectable signs or symptoms foreshadowing disorder or have biological markers indicating predispositions for disorder but do not yet meet diagnostic levels

STANDARD TERMS AND CONDITIONS

1) SUPTRS Administrative Requirements

This award is subject to the administrative requirements for HHS block grants under 45 CFR § 96, as applicable, and 45 CFR § 75.

Except for any waiver granted explicitly elsewhere in this section, this award does not constitute approval for waiver of any Federal statutory/regulatory requirements for a SUPTRS.

2) Flowdown of requirements to sub-recipients

The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR §§ 75.351-75.353, Sub-recipient monitoring and management.

3) Availability of Funds

Funds awarded under this grant must be obligated and expended by September 30, 2026.

4) Executive Pay

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The Consolidated Appropriations Act, 2023 (Public Law No: 117-328), signed into law on December 29, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 1, 2023, the salary limitation for Executive Level II is \$212,100. For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

5) Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR § 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

6) Universal Identified and SAM Requirements

This award is subject to requirements as set forth in 2 CFR § 25 – Universal Identifier and System of Award Management (SAM) Requirements.

A. SAM Requirement

Unless you are exempted from this requirement under 2 CFR § 25.110, you, as the recipient, must review and update your information in SAM to ensure it is current, accurate, and complete until you submit the final financial report required under this award or receive the final payment, whichever is later. You are required to review and update the information at least annually after the initial registration, or more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized (reference project description) to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions.

For purposes of this award term:

1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information on SAM registration procedures may be found at: <https://www.sam.gov>.
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR § 25, subpart D:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:

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- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.1 and 2 CFR § 200.331).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
- a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

7) Federal Financial Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded. The sub-award information you enter in FSRS will display on USASpending.gov associated with the prime award

8) Mandatory Disclosures

Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

Attention:

SAMHSA U.S. Department of Health and Human Services Office of Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW, Cohen Building Room 5527

Washington, DC 20201

Fax: (202) 205-0604

(Include "Mandatory Grant Disclosures" in subject line) or email:

MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. § 3321).

9) The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(G)), as amended, and 2 C.F.R. § 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

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- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or,
- C. Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. § 175.15(b). See <https://www.govinfo.gov/content/pkg/CFR-2024-title2-vol1/pdf/CFR-2024-title2-vol1-sec175-15.pdf>.

10) Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. When the AR signed the application, the AR agreed that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400. All recipients of SAMHSA grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of § 382.

11) Lobbying

No funds provided under the attached Notice of Award (NoA) may be used by you or any subrecipient under the grant to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. The prohibition relates to the use of federal grant funds and is not intended to affect your right or that of any other organization, to petition Congress or any other level of government, through the use of other nonfederal resources. Reference 45 CFR § 93.

12) Accessibility Provisions

Grant recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <https://www.hhs.gov/civil-rights/for-individuals/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see <https://www.hhs.gov/civil-rights/for-individuals/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://thinkculturalhealth.hhs.gov/assets/pdfs/class-infographic-what-why-how.pdf>.

13) Audits

Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must obtain an audit conducted for that year in accordance with the provisions of 45 CFR § 96.31. Recipients are responsible for submitting their Single Audit Reports and the Data

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Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period.

The FAC operates on behalf of the OMB. For specific questions and information concerning the submission process: Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb> or call FAC at the toll-free number: (800) 253-0696

14) Federal Financial Report (FFR)

Recipients must liquidate all obligations incurred under an award not later than ninety (90) days after the end of the award obligation and expenditure period (i.e., the project period), which also coincides with the due date for submission of the FFR (SF-425). After ninety (90) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the ninety (90) day post award reconciliation/liquidation period.

Accordingly, recipients are expected to complete all work and reporting within the approved project period and the ninety (90)-day post-award reconciliation/liquidation period. Recipient withdrawal requests occurring after the liquidation period are considered late and will be denied.

15) Annual Report

There is an annual report due by December 1 of the fiscal year for which the State is seeking a grant. Grant awards will not be made without the report required under 45 CFR § 96.130(e). Title XIX, Part B, Subpart III of the Public Health Service Act (42 U.S.C. § 300x-52(a)), requires the secretary of the Department of Health and Human Services, acting through the Assistant Secretary of the Substance Abuse and Mental Health Services Administration (SAMHSA), to determine the extent to which states and jurisdictions have implemented the state plan for the prior fiscal year.

The purpose of the annual report is to provide information to assist the secretary in making this determination. States and jurisdictions are requested to prepare and submit their reports for the last completed state fiscal year (SFY), in the format provided in the guidance (<https://www.samhsa.gov/grants/block-grants>). The report must address the purposes for which the SUPTRS were expended, the recipients of grant funds, and the authorized activities conducted, and services purchased with such funds. Particular attention should be given to the progress made toward accomplishing the goals and performance indicators identified in the grantee's SUPTRS application. Grantees are required to prepare and submit their respective reports utilizing SAMHSA's Web Block Grant Application System (WebBGAS). This report must be received by SAMHSA no later than December 1, 2024, in order for the grantee to receive its next grant.

Failure to comply with these requirements may cause the initiation of enforcement actions that can culminate in discontinuation of SUBG grants. The report must be submitted via the electronic interface, WebBGAS by December 1, 2024.

16) Funding Limitations and Restrictions:

Cost principles describing allowable and unallowable expenditures for federal recipients, including SAMHSA recipients, are provided in 45 CFR Part 75 Subpart F, which are available at the Electronic Code of Federal Regulations webpage of the eCFR website: <http://www.ecfr.gov/cgi-bin/text-idx?SID=06a0b0411d1520fae5e2799030e64ebf&node=pt45.1.75&rgn=div5> SUPTRS funds are subject to the administrative requirements for HHS block grants under 45 CFR Part 96, as applicable, and 45 CFR Part 75, as specified. Except for section 75.202 of Subpart C, and sections 75.351 through 75.353 of Subpart D, the requirements in Subpart C, Subpart D, and Subpart E do not apply to this program (reference 45 CFR Part 75 Subpart B, 75.101(d)). Except

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for any waiver granted explicitly elsewhere in this section, this award does not constitute approval for waiver of any Federal statutory/regulatory requirements for a SUPTRS.

17) Prohibited Uses of Grant Funds in Harm Reduction Activities

SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment. Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations and may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.

SUPTRS Grant funds may not be used for the following:

- 1) To provide inpatient hospital services;
- 2) To make cash payments to intended recipients of health services;
- 3) To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- 4) To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
- 5) To provide financial assistance to any entity other than a public or nonprofit private entity;
- 6) To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for Acquired Immunodeficiency Syndrome (AIDS);
- 7) To purchase treatment services in penal or correctional institutions.

Additional Funding Restrictions:

- 1) SUPTRS funds cannot be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
- 2) Meals are generally unallowable unless they are approved as an integral part of a project or program, conference, or per diem for travel. SUPTRS funds may be used for light snacks, not to exceed \$3.00 per person per day.
- 3) SUPTRS Block Grant funds cannot be used to fund group homes or transitional housing.
- 4) Pursuant to 45 CFR 75.352, a pass-through entity must ensure that each subrecipient has an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 45 CFR §75.414(f).

Federal Regulations

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Vendors receiving Substance Use Prevention, Treatment, and Recovery Support Block Grant (SUPTRS) funds must abide by all terms and conditions outlined in the Federal Regulations 45 CFR Part 96.

96.124 Certain allocations

All programs providing such services will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate. The Vendor shall ensure that, at a minimum, treatment programs receiving funding for such services also provide or arrange for the provision of the following services to pregnant women and women with dependent children, including women who are attempting to regain custody of their children:

- 1) primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
- 2) primary pediatric care, including immunization, for their children;
- 3) gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
- 4) therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
- 5) sufficient case management and transportation to ensure that women and their children have access to services provided by paragraphs (1) through (4) of this section.

96.125 Primary prevention

Primary prevention strategies shall be directed at individuals not identified to be in need of treatment. In implementing the prevention program the Vendor shall use a variety of strategies, as appropriate for each target group, including but not limited to the following:

Information Dissemination: This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco and drug use, abuse and addiction and their effects on individuals, families and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following:

- Clearinghouse/information resource center(s);
- Resource directories;
- Media campaigns;
- Brochures;
- Radio/TV public service announcements;
- Speaking engagements;
- Health fairs/health promotion; and
- Information lines.

Education: This strategy involves two-way communication and is distinguished from the Information Dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g. of media messages) and systematic judgment abilities. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following:

- Classroom and/or small group sessions (all ages);
- Parenting and family management classes;
- Peer leader/helper programs;
- Education programs for youth groups; and
- Children of substance abusers groups.

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Alternatives: This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco and other drug use. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs usually filled by alcohol, tobacco and other drugs and would, therefore, minimize or obviate resort to the latter. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following:

- Drug free dances and parties;
- Youth/adult leadership activities;
- Community drop-in centers; and
- Community service activities.

Problem Identification and Referral: This strategy aims at identification of those who have indulged in illegal/age inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following:

- Employee assistance programs;
- Student assistance programs; and
- Driving while under the influence/driving while intoxicated education programs.

Community-Based Process: This strategy aims to enhance the ability of the community to more effectively provide prevention and treatment services for alcohol, tobacco and drug abuse disorders. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, inter-agency collaboration, coalition building and networking. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following:

- Community and volunteer training, e.g., neighborhood action training, training of key people in the system, staff/officials training;
- Systematic planning;
- Multi-agency coordination and collaboration;
- Accessing services and funding; and
- Community team-building.

Environmental: This strategy establishes or changes written and unwritten community standards, codes and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives. Examples of activities conducted and methods used for this strategy shall include (but not be limited to) the following:

- Promoting the establishment and review of alcohol, tobacco and drug use policies in schools;
- Technical assistance to communities to maximize local enforcement procedures governing availability and distribution of alcohol, tobacco and other drug use;
- Modifying alcohol and tobacco advertising practices; and
- Product pricing strategies.

96.126 Capacity of treatment for intravenous substance abusers

Programs that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.

- 1) For the purposes of treating injecting drug abusers, Vendor will establish a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the Vendor shall ensure that the program provide such individuals interim services as defined in Sec. 96.121 and ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission.

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The Vendor shall consult the capacity management system as provided in paragraph (a) of this section so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within reasonable geographic area.

- 2) The Vendor that receives funding for treatment services for intravenous drug abuse shall carry out activities to encourage individuals in need of such treatment to undergo such treatment. The program shall use outreach models that are scientifically sound, or if no such models are available which are applicable to the local situation, to use an approach which reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:
 - a. Selecting, training and supervising outreach workers;
 - b. Contacting, communicating and following-up with high risk substance abusers, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 C.F.R. Part 2;
 - a. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;
 - b. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
 - c. Encouraging entry into treatment.

96.127 Requirements regarding tuberculosis

- 1) The Vendor receiving amounts from the grant for operating a program of treatment for substance abuse shall follow procedures developed by the principal agency of a State for substance abuse, in consultation with the State Medical Director for Substance Abuse Services, and in cooperation with the State Department of Health/Tuberculosis Control Officer, which address how the program--
 - a. Will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services as defined in Sec. 96.121 to each individual receiving treatment for such abuse;
 - b. In the case of an individual in need of such treatment who is denied admission to the program on the basis of the lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services; and
 - c. Will implement infection control procedures established by the principal agency of a State for substance abuse, in cooperation with the State Department of Health/Tuberculosis Control Officer, which are designed to prevent the transmission of tuberculosis, including the following:
 - (i) Screening of patients;
 - (ii) Identification of those individuals who are at high risk of becoming infected;
 - (iii) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2; and
 - d. Will conduct case management activities to ensure that individuals receive such services.

96.128 Requirements regarding human immunodeficiency virus

- 1) The Vendor receiving amounts from the Block Grant for operating a substance abuse treatment program shall follow procedures developed by the principal agency of a State for substance abuse, in consultation with the State Medical Director for Substance Abuse Services, and in cooperation with the State Department of Health/Communicable Disease Officer.
- 2) With respect to the provision of early intervention services for HIV disease to an individual, the Vendor shall ensure compliance with Sec. 96.137 regarding payment and Sec. 96.135 regarding restrictions on expenditure of grant. The Vendor shall also ensure that such services will be undertaken voluntarily by, and with the informed consent of, the individual, and undergoing such services will not be required as a condition of receiving treatment services for substance abuse or any other services.

96.131 Treatment services for pregnant women

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- 1) The Vendor is required to, in accordance with this section, ensure that each pregnant woman in the State who seeks or is referred for and would benefit from such services is given preference in admissions to treatment facilities receiving funds pursuant to the grant. In carrying out this section, the program(s) that serve women and who receive such funds shall provide preference to pregnant women. Programs which serve an injecting drug abuse population and who receive Block Grant funds shall give preference to treatment as follows:
 - a. Pregnant injecting drug users;
 - b. Pregnant substance abusers;
 - c. Injecting drug users; and
 - d. All others.

The program is required to ensure that the availability of treatment to pregnant women is publicized by public service announcements (radio, television) or street outreach programs.

96.136 Independent Peer Review

- 1) The Vendor will provide for complete and un-obscured access to patient/client records for the purpose of an Independent Peer Review, for quality, appropriateness and efficacy of services, pursuant to CFR 45, section 96.136. The Vendor will provide for a clean and suitable private area for the review(er) / team to conduct their business, so that patient/client files can be handled with the utmost care and confidentiality. During such review the Vendor will not attempt to influence the independent review in any manner or fashion. Any attempt to influence the independent peer review in any manner or fashion will result in consequences up to and possibly including termination of this contract.

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**BLOCK GRANTS FOR COMMUNITY MENTAL HEALTH SERVICES (MHBG)
2025 Operational Conditions and Guidance**

Recipient Name: Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health

Federal Award Title: Block Grants for Community Mental Health Services

Unique Federal Award Identification Number (FAIN): B09SM090322

Assistance Listing Number (CFDA): 93.958

Statutory Authority: Subparts II&III,B, Title XIX, PHS Act/45 CFR Part96 <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-96>

Award Period: 10/01/2024 – 09/30/2026

Document Number: 25B1DECMHS

Fiscal Year: 2025

EXPLANATION AND PURPOSE

The Community Mental Health Services Block Grant (MHBG) program's objective is to support the grantees in carrying out plans for providing comprehensive community mental health services. The MHBG program is authorized by [sections 1911-1920 of Title XIX, Part B, Subpart I and III of the Public Health Service \(PHS\) Act](#).

SAMHSA's Center for Mental Health Services' (CMHS) Division of State and Community Systems Development (DSCSD) administers MHBG funds. Grantees can be flexible in the use of funds for both new and unique programs or to supplement their current activities.

In addition to providing MHBG awards, CMHS provides recipients with technical assistance (TA). The TA supports the use of evidence-based programs.

This award is pursuant to the authority of Subparts II&III,B, Title XIX, PHS Act/45 CFR Part96 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

MHBG Grantee Requirements

- MHBG Grantees must have a designated unit of its executive branch that is responsible for administering the MHBG (for example, the Division of Substance Abuse and Mental Health) work with the grantee's department of health to;
 - They must submit a plan explaining how they will use MHBG funds to provide comprehensive, community mental health services to adults with serious mental illnesses and children with serious emotional disturbances. SAMHSA also requires recipients to provide annual reports on their plans.
 - The receipt date for the FFY BG Application ("Combined Application") for the Community Mental Health Services Block Grant (MHBG) and the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS) is not later than September 1 of each year (governed by the MHBG authorizing legislation; Section 1917(a)(1) of Title XIX, Part B, Subpart I of the PHS Act (42 USC 300x-6(a)(1)).
 - The eligible entity must submit:
 - An annual application (with assurances, certifications, and planned expenditures)
 - A bi-annual plan
 - An annual report
 - They may distribute funds to local government entities and non-governmental organizations.

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- They must ensure that community mental health centers provide such services as screening, outpatient treatment, emergency mental health services, and day treatment programs.
- They must comply with general federal requirements for managing grants. They must also cooperate in efforts by SAMHSA to monitor use of MHBG funds. For example, each year, CMHS conducts investigations (site visits) of at least ten grantees receiving MHBG funds. This is to assess how they are using the funds to benefit the population. These evaluations include careful review of the following:
 - How the grantees are tracking use of MHBG funds and their adult and child mental health programs
 - Data and performance management systems
 - Collaboration with consumers and the grantees' mental health planning council
- Grantees receiving MHBG funds are required to form and support a state or territory mental health planning council.
- The Delaware Behavioral Health Assessment and Plan is a web-based process and as such can be viewed at <https://bgas.samhsa.gov>
 - To review the plans, please take the following steps:
 - Go to <https://bgas.samhsa.gov>
 - Enter the username and password (these are case sensitive):
 - Username - citizende
 - Password - citizen
 - Select "View Existing Applications" from the top tabs
 - Select "FFY 2024-2025 Behavioral Health Assessment and Plan"
 - Select "View Application"
 - To review the plan, click to download the pdf file.

Targeted Populations and Service Areas

The MHBG program, along with subrecipients are charged with targeting the following populations and service areas:

- Adults with serious mental illnesses. Includes persons age 18 and older who have a diagnosable behavioral, mental, or emotional condition—as defined by the Psychiatric Association's Diagnostic and Statistical Manual (DSM) of Mental Disorders. Their condition substantially interferes with, or limits, one or more major life activities, such as:
 - Basic daily living (for example, eating or dressing)
 - Instrumental living (for example, taking prescribed medications or getting around the community)
 - Participating in a family, school, or workplace
- Children with serious emotional disturbances. Includes persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue (as defined by the DSM). This condition results in a functional impairment that substantially interferes with, or limits, a child's role or functioning in family, school, or community activities.

SAMHSA's definitions of children with serious emotional disturbances and adults with serious mental illness were provided in a 1993 Federal Register notice (May 20, 1993; 58 FR 29422).

MHBG Funding

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The MHBG program's objective is to assist states with reducing psychiatric inpatient services by supporting the development of effective community-based mental health services and programs.

MHBG programming should focus on recovery, and providing services to adult individuals with SMI, or children with SED that are uninsured or underinsured and not covered by third-party payment.

- Outpatient mental health services, care management, emergency mental health services, day treatment programs community transition services.
- Integrated care to expand recovery support services for individuals with SMI or SED, including peer specialists, peer-operated programs including mental health clubhouse services, warm lines, supported housing, supported employment, supported education, transportation, shared decision-making, and family caregiving.
- Crisis services such as crisis outreach, peer crisis respite programs, warm-lines, prevention and postvention efforts, access to mobile response teams, crisis receiving, crisis stabilization, and other behavioral health services.
- Prevention and early intervention activities and services for persons living with SMI/SED to avoid future crises.
- MHBG requires that 10 percent be set aside to develop programs and services for First Episode Psychosis/Early Serious Mental Illness.
- Services to monitor or evaluate progress in implementing a comprehensive, community-based mental health system.
- Resource Development
 - Infrastructure Support
 - Information Systems
 - Community Partnerships
 - Quality Assurance
 - Research and Evaluation
 - Training and Education

Any cost allocable to other federal grant awards or programs may not be charged to MHBG to overcome any restrictions, to fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons.

STANDARD TERMS AND CONDITIONS

1. MHBG Administrative Requirements

This award is subject to the administrative requirements for HHS block grants under 45 CFR § 96, as applicable, and 45 CFR § 75.

2. Early Serious Mental Illness Set-Aside

Pursuant to the 21st Century Cures Act, P.L. 114-255 amended § 1920(c) of the Public Health Service Act (42 U.S.C. § 300x 9(c)), States must set-aside not less than ten percent (10%) of their total MHBG allocation amount for each fiscal year to support evidence-based programs that address the needs of individuals with early serious mental illness, including psychotic disorders, regardless of the age of the individual at onset. In lieu of expending ten percent (10%) of the amount the States receives for a fiscal year, States have the flexibility to expend not less than 20 percent (20%) of such amount by the end of the succeeding fiscal year (September 30, 2025).

3. Crisis Services Set-Aside States must set-aside not less than 5 percent (5%) of their total MHBG allocation amount for each fiscal year to support evidence-based programs that address the crisis care needs of individuals with serious mental illnesses and children with serious emotional disturbances, which may include individuals (including children and adolescents) experiencing mental health crises demonstrating serious mental illness or serious emotional disturbance, as applicable. This 5% set aside may be used to fund some,

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or all of the core crises care service components, as applicable and appropriate including crisis call centers, 24/7 mobile crisis services, crisis stabilization programs offering acute care or subacute care in a hospital or appropriately licensed facility, as determined by such State, with referrals to inpatient or outpatient care. In lieu of expending 5 percent of the amount the State receives for a fiscal year to support evidence-based programs as required, State may elect to expend not less than 10 percent of such amount to support such programs by the end of two consecutive fiscal years.

4. Flowdown of requirements to sub-recipients

The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR §§ 75.351-75.353, Sub-recipient monitoring and management.

5. Availability of Funds

Funds awarded under this grant must be obligated and expended by September 30, 2025.

6. Executive Pay

The Consolidated Appropriations Act, 2023 (Public Law No: 117-328), signed into law on December 29, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 1, 2023, the salary limitation for Executive Level II is \$212,100. For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

7. Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR § 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

8. Universal Identified and SAM Requirements

This award is subject to requirements as set forth in 2 CFR § 25 – Universal Identifier and System of Award Management (SAM) Requirements.

A. SAM Requirement

Unless you are exempted from this requirement under 2 CFR § 25.110, you, as the recipient, must review and update your information in SAM to ensure it is current, accurate, and complete until you submit the final financial report required under this award or receive the final payment, whichever is later. You are required to review and update the information at least annually after the initial registration, or more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized (reference project description) to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions.

For purposes of this award term:

1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a

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recipient. Additional information on SAM registration procedures may be found at: <https://www.sam.gov>.

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR § 25, subpart D:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.1 and 2 CFR § 200.331).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

9. Federal Financial Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded. The sub-award information you enter in FSRS will display on USASpending.gov associated with the prime award

10. Mandatory Disclosures

Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

Attention:

SAMHSA U.S. Department of Health and Human Services Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building Room 5527
Washington, DC 20201

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Fax: (202) 205-0604
(Include "Mandatory Grant Disclosures" in subject line) or
email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. § 3321).

11. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(G)), as amended, and 2 C.F.R. § 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect;
- or,
- C. Use forced labor in the performance of the award or subawards under the award.

The text of the full award term is available at 2 C.F.R. § 175.15(b). See

<https://www.govinfo.gov/content/pkg/CFR-2024-title2-vol1/pdf/CFR-2024-title2-vol1-sec175-15.pdf>.

12. Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. When the AR signed the application, the AR agreed that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400. All recipients of SAMHSA grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of § 382.

13. Lobbying

No funds provided under the attached Notice of Award (NoA) may be used by you or any subrecipient under the grant to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. The prohibition relates to the use of federal grant funds and is not intended to affect your right or that of any other organization, to petition Congress or any other level of government, through the use of other nonfederal resources. Reference 45 CFR § 93.

14. Accessibility Provisions

Grant recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <https://www.hhs.gov/civil-rights/for-individuals/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see <https://www.hhs.gov/civil-rights/for-individuals/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and

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prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://thinkculturalhealth.hhs.gov/assets/pdfs/class-infographic-what-why-how.pdf>.

15. Audits

Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must obtain an audit conducted for that year in accordance with the provisions of 45 CFR § 96.31. Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period.

The FAC operates on behalf of the OMB. For specific questions and information concerning the submission process: Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb> or call FAC at the toll-free number: (800) 253-0696

16. Federal Financial Report (FFR)

Recipients must liquidate all obligations incurred under an award not later than ninety (90) days after the end of the award obligation and expenditure period (i.e., the project period), which also coincides with the due date for submission of the FFR (SF-425). After ninety (90) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the ninety (90) day post award reconciliation/liquidation period.

Accordingly, recipients are expected to complete all work and reporting within the approved project period and the ninety (90)-day post-award reconciliation/liquidation period. Recipient withdrawal requests occurring after the liquidation period are considered late and will be denied.

17. Annual Report

There is an annual report due by December 1 of the fiscal year for which the State is seeking a grant. Grant awards will not be made without the report required under 45 CFR § 96.130(e). Title XIX, Part B, Subpart III of the Public Health Service Act (42 U.S.C. § 300x-52(a)), requires the secretary of the Department of Health and Human Services, acting through the Assistant Secretary of the Substance Abuse and Mental Health Services Administration (SAMHSA), to determine the extent to which states and jurisdictions have implemented the state plan for the prior fiscal year.

The purpose of the annual report is to provide information to assist the secretary in making this determination. States and jurisdictions are requested to prepare and submit their reports for the last completed state fiscal year (SFY), in the format provided in the guidance (<https://www.samhsa.gov/grants/block-grants>). The report must address the purposes for which the SUPTRS were expended, the recipients of grant funds, and the authorized activities conducted, and services purchased with such funds. Particular attention should be given to the progress made toward accomplishing the goals and performance indicators identified in the grantee's MHBG application. Grantees are required to prepare and submit their respective reports utilizing SAMHSA's Web Block Grant Application System (WebBGAS). This report must be received by SAMHSA no later than December 1, 2024, in order for the grantee to receive its next grant.

Failure to comply with these requirements may cause the initiation of enforcement actions that can culminate in discontinuation of SUBG grants. The report must be submitted via the electronic interface, WebBGAS by December 1, 2024.

18. Funding Limitations and Restrictions:

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Cost principles describing allowable and unallowable expenditures for federal recipients, including SAMHSA recipients, are provided in 45 CFR Part 75 Subpart F, which are available at the Electronic Code of Federal Regulations webpage of the eCFR website: <http://www.ecfr.gov/cgi-bin/text-idx?SID=06a0b0411d1520fae5e2799030e64ebf&node=pt45.1.75&rgn=div5>

SUPTRS funds are subject to the administrative requirements for HHS block grants under 45 CFR Part 96, as applicable, and 45 CFR Part 75, as specified. Except for section 75.202 of Subpart C, and sections 75.351 through 75.353 of Subpart D, the requirements in Subpart C, Subpart D, and Subpart E do not apply to this program (reference 45 CFR Part 75 Subpart B, 75.101(d)). Except for any waiver granted explicitly elsewhere in this section, this award does not constitute approval for waiver of any Federal statutory/regulatory requirements for a SUPTRS.

19. Antidiscrimination Compliance Requirement

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

20. Prohibited Uses of Grant Funds in Harm Reduction Activities

SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment. Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations and may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.

MHBG funds may not be used for the following:

1. To provide inpatient hospital services;
2. To make cash payments to intended recipients of health services;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
5. To provide financial assistance to any entity other than a public or nonprofit private entity;
6. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for Acquired Immunodeficiency Syndrome (AIDS);

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7. To purchase treatment services in penal or correctional institutions.

Additional Funding Restrictions:

1. MHBG funds cannot be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
2. Meals are unallowable.
3. MHBG funds cannot be used to fund group homes or transitional housing.
4. MHBG funds cannot be used for universal mental health prevention efforts.
5. MHBG funds cannot be used for marketing and promotional materials.
6. Pursuant to 45 CFR 75.352, a pass-through entity must ensure that each subrecipient has an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 45 CFR §75.414(f).

Federal Regulations

The recipient agrees to abide by the statutory requirements of all sections of the Mental Health Block Grant (MHBG) (Public Health Service Act, Sections 1911-1920 and sections 1941-1957) (42 U.S.C. 300x-1-300x-9 and 300x-51-300x-67, as amended), and other administrative and legal requirements as applicable for the duration of the award.

Restrictions on Contractor Lobbying – Appropriations Action Section 503

- No part of any appropriation contained in this contract shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislative body itself.
- No part of any appropriation contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

Confidentiality of Patient Records - All project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

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STRATEGIC PREVENTION FRAMEWORK PARTNERSHIPS FOR SUCCESS – DELAWARE (SPF-PFS-DE)

Applicable Regulatory Provisions:

Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

Standard Terms and Conditions:

The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS.

The Subrecipient must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. Access: SAMHSA Standard Terms and Conditions.

Financial Management Standards

Recipients must maintain financial systems that:

- Track sources and uses of federal funds
- Compare actual expenditures to approved budgets
- Keep federal funds separate from other funds (no commingling)

- Ensure that all costs charged to awards are:
 - Allowable
 - Allocable
 - Reasonable
 - Necessary
 - Consistently applied in accordance with 2 CFR Part 200 and 45 CFR Part 75

Funding Restrictions:

- Purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).
- Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. (See 45 CFR 75.421(e)(3))
- Pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to 25% of a given budget period or \$150,000 (whichever is less) for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.

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- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- Pay for housing other than recovery housing which includes application fees and security deposits.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).
- Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, each individual contingency must be \$15 or less in value and clients may not receive contingencies totaling more than \$75 per budget period.
- Meals are generally unallowable unless they are an integral part of a conference award or specifically stated as an allowable expense in the NOFO
- SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.
 - Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.
 - Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.

Anti-discrimination Compliance Requirement:

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

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Appendix H – DTRN Provider Standards and DTRN User Agreement

**DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH
DELAWARE TREATMENT AND REFERRAL NETWORK (DTRN)
PROVIDER STANDARDS**

Attack Addiction, referred to as “Vendor” in the Professional Services Agreement and herein referred to as “Provider,” is awarded a contract for Behavioral Health Services as outlined in Appendix B, Scope of Services.

Provider agrees to collaborate with DSAMH representatives for the referral, treatment, and care coordination needs of clients meeting the appropriate criteria for behavioral health services.

I. Purpose of the Network and Partner Roles

The State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) has contracted with Technology Vendors (“Technology Vendor(s)”) (Bamboo, FindHelp, Roundtrip, the DHIN, and any future vendors) to create the digital ecosystem for behavioral health in the Delaware Treatment and Referral Network (DTRN). The purpose of DTRN is to assist providers of behavioral health services in Delaware to coordinate care and procure medical and behavioral health and related services in an efficient and timely manner.

II. User Agreements

Each medical provider (hereinafter, “Provider”) participating in DTRN shall: (1) engage in a fully executed User Agreement and Business Associate Agreement with DSAMH to use the DTRN Platform(s); (2) engage in a fully executed Subscription Agreement and Business Associate Agreement with DTRN Technology Vendor(s) contracted with the State of Delaware to provide and administer DTRN Platform(s); and (3) comply with the terms and conditions set forth in each such User and Subscription Agreement and the Business Associate Agreements.

Additionally, each Provider accessing data through the DTRN acknowledges that use of such data must comply with federal and state law and HIPAA, 42 CFR Part 2, and 16 *Del. C. Ch. 12*, where applicable.

III. Account Setup Information

Provider shall provide account setup information for its Entity, Location(s), Service Details, and Users (“Administrators” and “Providers”) in a format required by the Vendor(s) for the purpose of configuring their services on the network.

Each location’s Administrator shall maintain accurate information on the DTRN Platform(s) regarding that location’s Providers (users), the availability of that location’s services, and its time parameters for receiving electronic referrals as stated in the Provider Standards set forth herein. Each location’s Administrator will be that location’s primary contact with DSAMH’s Network Administrator for all communications and reporting activities.

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IV. Training

Training in DTRN is a combined responsibility. Initial training will be coordinated with DSAMH via a train to Trainer format.

- A. Upon entering into a Subscription Agreement, each Provider shall work with DSAMH to procure initial training for all its DTRN users via a “Train the Trainer” format.
- B. Subsequent training for additional users is the responsibility of Provider and may be in conjunction with DSAMH as needed.
- C. As new platforms and platform functionality is introduced, DSAMH will engage Vendor(s) to provide supplemental training to each Provider as needed.
- D. Providers must ensure all users with access are trained in confidentiality including HIPAA and 42 CFR Part 2 (if applicable).

V. Provider’s “DTRN Administrator/Ambassador” Roles

DTRN Administrator (Super User): Each Provider will assign a single “DTRN Administrator/Ambassador” to DTRN. The DTRN Administrator/Ambassador will take responsibility on behalf of the applicable Partner for communications, document sharing and training activities with the platform(s) and DSAMH.

- A. Each Provider will assign a single “Administrator” for each of that Provider’s service locations.
- B. Each location’s Administrator will be that location’s primary contact with DSAMH’s Network Administrator for all communications and reporting activities.
- C. Access to client records shall only occur where there is a current treatment relationship and a legally permissible purpose for accessing patient information such as coordination of care, consistent with HIPAA and 42 CFR Part 2 requirements.
- E.

VI. Care Coordination and Clinical Responsibilities

Provider will work with DSAMH Eligibility Enrollment Unit (EEU) and Statistics Research Unit (SRU) to establish the referral, admission, DTRN access, and client reporting parameters for entry into detoxification services.

- Provider will only accept referrals with approval from DSAMH’s EEU and comply with all EEU policies and procedures.
- Provider will participate in the DTRN Network and abide by the Provider responsibilities as outlined herein.

Provider will deliver fully integrated, behavioral health services for individuals with both mental illness and/or substance use conditions including for co-occurring disorder (COD), ensuring coordination of medical and behavioral care.

Provider must support care intensity, quality, and appropriateness necessary to support individuals to live in their chosen community, avoid any unnecessary hospitalizations, and minimize the time that one spends in an unavoidable hospitalization using Delaware ASAM criteria.

Provider is expected to coordinate ALL care for their clients, including medical care, even if they may not be responsible for providing such care. DSAMH expects Providers make a good faith effort to assertively coordinate care.

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Provider understands that no client will be discharged from a program without approval from DSAMH. No client will be discharged to a shelter, non-residential location or other undisclosed location without prior notification to DSAMH and approval by DSAMH in writing. All clients are expected to have a discharge plan of care to include next level treatment placement, supply of medication, warm hand-off to a peer, resources for social support (as individually needed by client), and resource contacts for any urgent/emergent care needs.

VII. Required Participation Standards for Network Providers

A. All Platforms

- a. Each Provider shall ensure that every service location and information updates its availability in the system no less than once per day to maintain accurate and current information.

B. DTRN Referral Platforms

- a. Each Receiving Entity Provider shall:
 - i. acknowledge receipt of referrals within 30 minutes to support timely access to services.
 - ii. Accept or decline referrals promptly, documenting reasons for declines.
- b. Upon accepting a referral, the Receiving Entity Provider shall promptly initiate and process the referral in accordance with the Provider Standards set forth herein.
- c. Each Provider shall use the close the loop functionality to record the outcome of all referrals, including whether the client arrived, did not present, or another appropriate status. This is required to support coordination of care and network accountability.

C. DTRN360

- a. Each Provider shall complete discharge CRF reporting within (3) days of discharge, ensuring that all required data fields are accurately populated, including service dates, diagnoses, disposition, and follow up care arrangements. This timely submission supports continuity of care, accurate reporting to DSAMH, and compliant with federal and state requirements.
- b. Each Provider shall upload discharge instructions for all clients upon discharge. Discharge instructions must include information relevant to the client's ongoing care needs, such as recommended next steps, scheduled follow-up appointments, medication guidance, referral information, and emergency contacts. Uploading this documentation ensures continuity of care, supports client safety, and allows receiving or follow-up providers to deliver timely and informed services.

VIII. Consent and Data Use

- A. Access to client records shall be limited to users with a current treatment relationship or other legal basis for coordination of care and must comply with HIPAA and 42 CFR Part 2 requirements (if applicable).
- B. Each Provider shall ensure that all users acknowledge the system's built-in data use and confidentiality attestation at login before accessing any client information. This attestation is a required safeguard built into the platform workflow and affirms compliance with HIPAA, 42 CFR Part 2 (if applicable), and DTRN participation standards.
- C. Provider shall monitor user access to ensure it aligns with role-based, minimum necessary use, and enforce the minimum necessary standard for data access. Vendor(s) will provide

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user access logs upon request to support compliance with all applicable HIPAA and 42 CFR Part 2.

- D. Where applicable, Provider will comply with the requirements of 42 CFR Part 2 when handling substance use disorder (SUD) data. To the extent any data includes information protected under 42 CFR Part 2, Provider agrees to use such data only as permitted by patient consent or legal exception and for the purposes of Treatment, Payment and Operations (TPO).
- E. DSAMH, and through its Technology Vendor, reserves the right to audit Partner's compliance with HIPAA and 42 CFR Part 2. Provider shall ensure that:
 - (i) Part 2 Data is only accessed with proper consent or other legal authority; and
 - (ii) Users accessing Part 2 Data are trained on its restrictions and have a documented need to know.

IX. Future EHR Integration

DSAMH may request Providers to support secure integration between their EHR and the DTRN platform(s). Integration may include FHIR, HL7, or other approved methods with appropriate safeguards. DSAMH will provide advance notice before requiring changes.

X. Provider Support

DSAMH and its Vendor(s) will provide continuous technical and functional support for the DTRN platform(s) to each participating Provider and its users.

DSAMH and Vendor(s) will communicate support mechanisms and contact information in a clear manner to each Provider.

XI. DSAMH Provider Agreements

- A. These Provider Standards shall be included in any contractual arrangement DSAMH has with a Provider that participates in DTRN.
- B. For each Provider that does not otherwise contract with DSAMH, DSAMH will require that each such Provider execute an agreement acknowledging, and agreeing to comply with, the terms thereof.
- C. For any Provider receiving Admission, Discharge, Transfer (ADT), and Referral data via DTRN360, Provider must adhere to purpose limitations and data restrictions and may only use such data for care coordination, Treatment, Payment, or Operations.

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**DELAWARE TREATMENT AND REFERRAL NETWORK (DTRN)
DATA USE AGREEMENT**

This Data Use Agreement (this “User Agreement”) is between the State of Delaware, Department of Health and Social Services, Division of Mental Health and Substance Abuse (“DSAMH”) and Attack Addiction with offices at 75 Caravel Drive, Bear, DE 19701, herein referred to as “Participant” and referred to as Vendor in the Professional Services Agreement. DSAMH and Participant may be referred to individually as a “Party” and collectively as the “Parties.” This User Agreement is effective on the date of the last required signature affixed to this User Agreement by the Parties (the “Effective Date”).

BACKGROUND

WHEREAS, DSAMH has contracted with a Technology Vendor (“DTRN Technology Vendor” or “Technology Vendor”) to create a statewide, comprehensive treatment and referral network for behavioral health treatment called the Delaware Treatment and Referral Network (“DTRN”); and

WHEREAS, DTRN is critical in combating the Opioid crisis as well as supporting the State of Delaware’s mission to care for individuals with behavioral health needs; and

WHEREAS, the purpose of this User Agreement is to govern Participant’s and Users’ access to, and use of Data provided through DTRN and covers data received from the local and ADT (Admission, Discharge, and Transfer) and Referral notifications populated in the DTRN; and

WHEREAS, such data is subject to use and access limitations under this User Agreement, the DTRN Technology Vendor’s User Agreements, and use and access limitations provided under state and federal laws and regulations;

WHEREAS, there are various platforms currently in the DTRN including but not limited to DTRN e-Referral, Crisis Integration, DTRN360, etc., and all future tools implemented in the DTRN will be included within the scope of this User Agreement unless otherwise specified in writing; and

WHEREAS, the DTRN computer system, including all related hardware and software, peripheral equipment, network devices, and network services (including internet access, as applicable), along with such other systems or methods through which DTRN makes Data available to Participant and its Users (the “DTRN Platform”) is provided only for the use of authorized DTRN Participants, including Users and Data Receiving Organizations; and

WHEREAS, the activities performed on or with respect to the DTRN will be monitored by the DTRN Technology Vendor, and may be also monitored by DSAMH, to facilitate protection against unauthorized or inappropriate access and to verify security procedures, survivability, and operational security; and

WHEREAS, the monitoring includes activities by the DTRN Technology Vendor and their contractors to test or verify the security of the DTRN and the appropriateness of access to the DTRN by Users; and

WHEREAS, individuals using the DTRN or receiving Data (defined below) from DTRN understand they are subject to their activities on the DTRN being monitored and recorded, and use of the DTRN or otherwise accessing DTRN Data constitutes consent to such monitoring and/or recording; and

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WHEREAS, (i) if such monitoring reveals possible evidence of criminal activity, DSAMH or the DTRN Technology Vendor may provide that evidence to law enforcement officials, which may subject the Participant and/or the involved individuals to criminal prosecution; (ii) evidence of unauthorized activities may also be used as needed to support administrative action(s); and (iii) use of the DTRN or otherwise accessing DTRN Data constitutes consent to any such reporting or use;

WHEREAS, this User Agreement sets forth the terms and conditions under which Participant and its Users, together with other Participants who sign an agreement in substantially the same form as this User Agreement, may view and use Data.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

I. BACKGROUND; AGREEMENT

- (a) The provisions of the Background set forth above are incorporated herein by reference.
- (b) During the Term (as hereafter defined) of this User Agreement, Participant will have the rights and obligations relating to the use of DTRN set forth in the DTRN End User Data Use Agreement and Applicable Law, which Participant will maintain in accordance with Applicable Law and consistent with Participant's Data retention policies and procedures, as amended from time to time.

II. DEFINITIONS

- a. **"Applicable Law"** means the federal, state, and local laws, rules, or regulations adopted by administrative agencies that are applicable to either DSAMH, Participant, or either Party's rights or obligations under this User Agreement. This definition includes Delaware and federal laws and regulations applicable to the privacy, security, and confidentiality of patient records and the protected information of individuals, including HIPAA.
- b. **"Data"** means medical or other health care or demographic information of or about an individual which is transmitted or available from a Data Sending Organizations for transmission to DTRN and included in DTRN. Data includes, but is not limited to, PHI.
- c. **"Data Receiving Organization"** means an organization that contracts with DSAMH to receive Data. Each Participant is either a Data Receiving Organization, a Data Sending Organization, or both.
- d. **"Data Sending Organization"** means an organization that contracts with DSAMH and provides Data to DTRN either directly or through an intermediary for use in DTRN for purposes consistent with Applicable Law and this User Agreement. Each Participant is either a Data Receiving Organization, a Data Sending Organization, or both.
- e. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 as amended and associated regulations, including the Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) and Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII, Subtitle D of the American Recovery and

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Reinvestment Act of 2009, and any further amendments, modification, or as renumbered during the Term of this User Agreement.

- f. **“Permitted Purpose”** means
 - i. Treatment, Payment, or Health Care Operations purposes, as those terms are defined in HIPAA;
 - ii. Authorization-based uses or disclosures, provided such authorization complies with the requirements of HIPAA and other Applicable Law;
 - iii. Public health activities and reporting as permitted by HIPAA and other Applicable Law; or
 - iv. Such other and further uses and disclosures that may be permitted or required by Applicable Law.
- g. **“PHI”** or **“Protected Health Information”** means individually identifiable health information, as that term is defined in HIPAA.
- h. **“User”** means health care providers, employees, staff, contracted medical providers, or agents of Participant who have been authorized by Participant to access the DTRN and use Data contained therein for a Permitted Purpose, whether such access and use is through the DTRN or otherwise through Participant’s systems. Unless DSAMH agrees in writing, Users will (i) be natural persons; and (ii) not be other legal or operating entities or affiliates or subsidiaries of Participant. References to a Participant will be deemed to include a reference to the Participant’s Users unless context requires otherwise.

III. GENERAL TERMS AND CONDITIONS

- a. **Participant Use of DTRN.** Participant will use the DTRN and will require every User to use the DTRN only for a Permitted Purpose. Participant will ensure that every User is aware of, and abides by, the DTRN End User Data Use Agreement that is attached hereto as Appendix A.
 - i. Participant will have written policies and procedures for Participant and its Users’ appropriate access to and use of the DTRN, as amended from time to time (collectively **“Participant’s Data Use Policies”**). Participant’s Data Use Policies will comply with Applicable Law and be consistent with this User Agreement. It will be the sole responsibility of Participant to ensure, through auditing or other legally acceptable methodology, the establishment of and compliance with Participant’s Data Use Policies.
 - ii. Participant will keep its User profiles up to date and ensure that its list of Users is accurate. Participant will respond promptly to, and in no event later than five (5) business days after, any DSAMH or DTRN Technology Vendor request to confirm the status of any User and the purpose of any particular User’s access.

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- iii. Data Sending Organizations will retain ownership of the Data that they make available through the DTRN, subject to the nonexclusive license granted to DSAMH and other Participants to retrieve and use that Data in accordance with Applicable Law and this User Agreement. As Data owners, Data Sending Organizations are responsible for maintaining the accuracy and Data integrity of Data delivered to DTRN for use in the DTRN.
- b. **Participant Retention and Re-Use of Data.**
- i. Participant will access and use, and ensure that Users access and use, Data obtained through the DTRN only for a Permitted Purpose.
 - ii. Each Participant represents and warrants, on its own behalf and on behalf of each User, that each accession of Data from DTRN represents the minimum necessary amount of data required to achieve the Permitted Purpose for which data access is sought.
 - iii. Participant will be solely responsible for all acts and omissions of its Users, and all other individuals who access the DTRN either through Participant or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from Participant or any of its Users, and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions will be deemed to be the acts and omissions of the Participant.
 - iv. Participant will maintain administrative, technical and physical safeguards to adequately protect the privacy and security of Data as required Applicable Law, which Participant will maintain in accordance with Applicable Law and consistent with Participant's Data retention policies and procedures, as amended from time to time.
 - v. Participant may not use, re-disclose, and deidentify such Data and may not create derivative Data or incorporate Data into other Data, records, or databases of Participant.
- c. **Payment for Access to DTRN.** Participant will receive access to the services available under this User Agreement at no cost. DSAMH may, in the future, establish fees for access or participation as part of its ongoing management of the DTRN platform(s) and related services.
- d. **Establishing a Connection to the DTRN.**
- i. After the Effective Date, and if needed for the services to which Participant is subscribing, the Participant will confer with DSAMH and the DTRN Technology Vendor to develop a project plan for design and implementation of any technical interfaces that are required (collectively the "**Project Plan**"). As part of the Project Plan, each of the Parties agree to the following:
 - 1. To assign a point of contact who will be responsible for the following (the "**Contact Person**"):

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- a. Represent the Party in negotiating a mutually agreeable Project Plan;
 - b. Participate in meetings as necessary to ensure the timely execution of all aspects of the Project Plan;
 - c. Be responsible, on behalf of the Party, for meeting all milestones and deliverables required of the Party in order to execute the Project Plan; and
 - d. Remain effectively engaged in the ongoing maintenance of Data exchange between the Parties, to include future issue resolution.
2. To notify the other Party of the name and contact information of the Contact Person on the Effective Date and thereafter within five (5) business days after any change of the name and/or contact information of the Contact Person.
 3. To identify and supply contact information for appropriate personnel, including executive sponsors, testing personnel and technical personnel, and to provide access to key personnel during normal business hours.
 4. Following go-live, to provide a point of contact for resolution of issues that arise after normal business hours.
 5. To provide a timely response as promptly as possible, but no later than five business days after the request, to questions, issues, and concerns raised by DSAMH or the DTRN Technology Vendor.
 6. To provide all required Data feeds using content and transport standards that will be mutually agreed upon, subject to any minimum data connectivity, completeness, and quality standards. Any minimum requirements for connectivity or quality required by the DTRN Technology Vendor will, to the extent feasible, conform to or incorporate national standards generally accepted in the IT industry.
- ii. Following successful execution of the Project Plan and any required testing, the DTRN will be available to Participant for uses in accordance with this User Agreement.
- e. **DSAMH Use of Data.** To the extent that Participant is also a Data Sending Organization, the following provisions apply:
- iii. DSAMH and Participant have executed a BAA or BAA/QSOA, which is attached hereto.
 - iv. In addition to the requirements and uses set forth in Appendix C of the Professional Services Agreement, DSAMH will use Data that Participant provides to DTRN including, without limitation:
 1. A Permitted Purpose;

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2. With respect to Data that is not PHI, such uses as may be permitted by Applicable Law; and
 3. Such other and further uses as may be agreed to by the Parties in writing, provided that such uses are consistent with Applicable Law and DSAMH's agreements with its other Data Sending Organizations.
- v. Participant grants to DSAMH, other Participants, and Users the nonexclusive license to retrieve and use Data that Participant has contributed to the DTRN.
- f. **Notice of Privacy Practices.** If Participant is a Data Sending Organization and is required by Applicable Law to inform its patients, members, and/or customers, as applicable (each a "**Member**" and collectively "**Members**"), through a Notice of Privacy Practices or otherwise (collectively a "**Privacy Notice**"), of the fact that it is sending Data to the DTRN hereunder, then Participant will do so and will provide information to Members as to where they can obtain further information regarding their privacy rights and the sharing of their Data through DTRN. Participant will be solely responsible for determining the adequacy of Participant's Privacy Notice, and DSAMH and the DTRN Technology Vendor will be in no way responsible or liable for any damages or other harm that may arise due to any failure by Participant to comply with Privacy Notice obligations it may have under Applicable Law.
- g. **Patient Authorization.** If Participant is a Data Sending Organization, the Parties acknowledge that when Data is made available for access through the DTRN for a Permitted Use, Participant and User accessing Data through the DTRN solely will be responsible for obtaining any patient authorization or approval if required by Applicable before accessing such Data from the DTRN.
- h. **Other DSAMH Obligations.** DSAMH also agrees to:
- vi. Require other Participants and Users to execute User Agreements and Vendor Subscription Agreements before granting access to Data through the DTRN;
 - vii. Manage relationships with technology vendors to implement the project plan(s) and manage the DTRN;
 - viii. Contract with the DTRN Technology Vendor to ensure appropriate physical, administrative, and technical safeguards to protect the confidentiality, integrity and availability of the Data and comply with Applicable Law, and conduct periodic monitoring of the effectiveness of such safeguards and provide proof of such monitoring to Participant following Participant's request;
 - ix. Ensure the DTRN Technology Vendor regularly monitors the use of the DTRN for compliance with all Data Use Agreements and to require the DTRN Technology Vendor to investigate and report suspected instances of improper use;

II. **SPECIAL TERMS AND CONDITIONS.**

- a. **Participant Obligation to Maintain Accurate Member, Patient, and Physician Panels.** To the extent that the DTRN services by Participant are triggered by a patient, member, or physician panel (each a "**Panel**") that Participant provides to the DTRN by Participant, the following provisions apply: (i) DTRN's access to and use of the Panel is subject to the

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provisions of this User Agreement; (ii) Participant will be solely responsible for ensuring that (A) the Panel is accurate and up-to-date, and (B) Participant has appropriate relationships with all individuals on that Panel (including, if necessary, HIPAA-compliant authorizations) such that it is permitted by Applicable Law and this User Agreement to access Data sent to Participant pursuant to the Panel; and (iii) Participant agrees to update the Panel as often as necessary to ensure it is compliant with these obligations, and in any event no less often than every 90 days or such shorter period of time as may be required in writing by DSAMH.

b. **Data Subject to Disclosure Restrictions.** To the extent Participant is a Data Sending Organization, Participant agrees to the following:

- i. Notwithstanding anything to the contrary in this User Agreement, Participant agrees that, to the extent that any Data that Participant is providing or has provided to the DTRN is subject to special restrictions on use and/or disclosure under Applicable Law or requires specific consent or authorization from the Member that the Data relates to before being used or disclosed to or through the DTRN, including, but not limited to, Data subject to 42 CFR Part 2, Participant will not provide such Data to the DTRN unless Participant has obtained any required consent and/or authorization from such Member.
- ii. To the extent that Participant (i) is a Data Sending Organization subject to 42 CFR Part 2, and (ii) has executed a valid BAA/QSOA with DSAMH and the DTRN Technology Vendor, Participant will not provide Data subject to the protections of 42 CFR Part 2 to the DTRN unless and until Participant has notified the DTRN of Participant's intent to do so and the Parties have developed and implemented a mutually agreeable plan for identifying and, where necessary, restricting access to any Data that is subject to such limitations on disclosure.
- iii. Participant will ensure that the Data that Participant provides or transmits can be related to and identified with source records that Participant maintains, and Participant will promptly correct any mistakes or errors discovered in Data it may transmit to the DTRN by promptly transmitting the Data as a corrected report and notifying DTRN pursuant to Applicable law.

c. **Data Receiving Organizations that are Health Insurers.**

- i. If Participant is a Data Receiving Organization and a Health Insurer, then Participant agrees to the following additional restrictions on Participant's access and use of Data:
 1. Data accessed through the DTRN will be restricted to Data regarding Members for the period in which those Members are covered and will not be used for any purpose other than disease management, case management, and other activities associated with ensuring the quality of care provided to Members and such other purposes as are permitted by Applicable Law and this User Agreement; and
 2. Participant will ensure that access to Data through the DTRN is limited to Participant's employees working under the Participant's medical director (or equivalent position) who have a business need to access the data.

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III. **MISCELLANEOUS.**

a. **Term and Termination.**

- i. This User Agreement will (A) become effective on the Effective Date; and (B) have an initial term ending on the same date as the Professional Services Agreement.
- ii. Either Party may terminate this User Agreement consistent with **Section 15: Termination of the Professional Services Agreement.**

b. **Effect of Termination.**

- i. Access Terminated. As of the Termination Date, DSAMH will terminate access to the DTRN for Participant and Users, and Participant and Users will stop all access and use of the DTRN.
- ii. Rights and Duties. Termination will not affect the rights or duties of the Parties regarding the Data transmitted before the Termination Date. Upon termination of this User Agreement, any obligation and provision under the Data Use Agreement or otherwise that by its nature extends beyond termination, cancellation, or expiration of this User Agreement, will survive such termination, cancellation, or expiration and remain in full force and effect.

c. **Notice.** Any notice shall be as set forth in **Section 29: Notices of the Professional Services Agreement.**

d. **Release of Liability; Indemnification.** Participant shall bear its own costs, including attorneys' fees, associated with any and all suits, actions and claims arising out of or relating to this User Agreement.

e. **Survival.** The provisions of this User Agreement addressing the use and treatment of Data, as well as any other provision which by its nature survives termination of this User Agreement, will survive termination of the User Agreement for any reason.

f. **Governing Law.** This User Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

g. **Legal Representation.** The Parties acknowledge that they had the time, monies, and opportunity to have this User Agreement reviewed with independent legal counsel before execution of this User Agreement. The fact that a Party's counsel drafted this User Agreement will not cause this User Agreement to be construed against that Party.

h. **No Third-Party Rights.** This User Agreement is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the Parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Department of Health & Social Services

**DIVISION OF SUBSTANCE ABUSE AND MENTAL
HEALTH**

VENDOR

Signature Date

Joanna Champney Date

Division Director

Name

Christen Linke Young Date

Cabinet Secretary

Title

N/A

ARPA

IRM

N/A

Training

CMP

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APPENDIX I

Mandatory Component Response Matrix and Submission Checklist

Please refer to Appendix I for Mandatory Component Response Matrix and Submission.

Please refer to separate file:
“Appendix I- Mandatory Component Response Matrix and Submission Checklist”