

STATE OF DELAWARE



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

**REQUEST FOR PROPOSAL NO. PSC 0647**

FOR

DIETARY SERVICES FOR DELAWARE PSYCHIATRIC CENTER

AND

EMPLOYEE CAFETERIA SERVICES

DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH  
AND  
DIVISION FOR THE VISUALLY IMPAIRED  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DE 19720

DEPOSIT: WAIVED  
PERFORMANCE BOND: WAIVED  
DATE DUE: April 22, 2005  
11:00 AM

A mandatory pre-bid meeting will be held on March 23, 2005 at 1:00 PM in Room 198, Main Administration Building, Herman M. Holloway, Sr. Health and Social Services Campus, 1901 N. Dupont Highway, New Castle, DE 19720.

Contact DARLENE PLUMMER at (302) 255-9430  
or via e-mail at [Darlene.Plummer@state.de.us](mailto:Darlene.Plummer@state.de.us) FOR INQUIRIES.

Issued: March 7, 2005

DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720

REQUEST FOR PROPOSAL # PSC 0647

Sealed proposals for Dietary Services for Delaware Psychiatric Center and Employee Cafeteria Services for the Division of Substance Abuse and Mental Health and the Division for the Visually Impaired, 1901 N. DuPont Highway, Herman M. Holloway Campus, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #259, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, Delaware 19720, until 11:00 AM on April 22, 2005, at which time they will be opened, read and recorded. For further information concerning this RFP, please contact Darlene Plummer (302) 255-9430 or via e-mail at [Darlene.Plummer@state.de.us](mailto:Darlene.Plummer@state.de.us). A mandatory pre-bid meeting will be held on March 23, 2005 at 1:00 PM at the Main Administration Building, 1901 N. Dupont Highway, New Castle, DE in Room 198. A brief "Letter of Interest" must be submitted at this meeting. Specifications and Administration Procedures may be obtained at the above office, Phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT PSC# NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE:(302) 255-9290

This contract resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

**IMPORTANT: DELIVERY INSTRUCTIONS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement without prior notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

**Minority/Women/Disadvantaged Business Certification**

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at: <http://www2.state.de.us/omwdbe/certify.asp>

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## **I. INTRODUCTION**

**Delaware Health and Social Services (DHSS), created in 1970, is the largest single state agency in Delaware. The Secretary of Health and Social Services directs and integrates the activities of 11 separate divisions/units. All of the state agencies providing institution-based care and community support services to adults with psychiatric disabilities other than Division of Vocational Rehabilitation, the Department of Education and the Department of Correction are under the purview of the Secretary. Divisions included within the Department are: Substance Abuse and Mental Health; Child Support Enforcement; Management Services; Developmental Disabilities Services; Public Health; Services for Aging and Adults with Physical Disabilities; Social Services; State Service Centers; Visually Impaired, Office of the Medical Examiner and Long-Term Care Residents Protection.**

**Responsibility for Delaware's public mental health services is divided between two cabinet level agencies: Delaware Health and Social Services/Division of Substance Abuse and Mental Health, for persons 18 years old and older, and the Department of Services for Children, Youth and Their Families/Division of Child Mental Health Services, for persons under the age of 18 years. Coordination between the two departments is accomplished through the Governor's Cabinet, direct communication between the Secretaries and Division Directors, and ongoing liaison between staff of the Divisions of Substance Abuse and Mental Health and Child Mental Health Services. There are no city or county funded public human services.**

**The Division of Substance Abuse and Mental Health (DSAMH, the Division) is the single State Agency responsible for Mental Health and Substance Abuse services. As such, the Division receives Federal and State dollars for the sole purpose of administering mental health, substance abuse and gambling prevention and treatment services in Delaware.**

**Central Office. Administration of statewide substance abuse services and mental health services for adults 18 years of age and older is the function of the Central Office. The Central Office has the following responsibilities: implementing Delaware Health and Social Services policy; setting mission, values, and policy within the Division; planning and allocating resources and developing services; managing state and federal inter-governmental relations; managing the delivery system; and managing the flow of consumers with serious mental health illness and substance abuse disorders into long term community support programs. The Central Office includes the following sections: Administrative Services (MIS, Fiscal, Quality Improvement); Planning and Program Development; Human Resource Development and Training; Office of the Director/Deputy Director inclusive of the Office of Consumer Affairs. A Director of Substance Abuse Services oversees the substance abuse and gambling service system for the Division.**

**Delaware Psychiatric Center.** The Delaware Psychiatric Center (DPC) is the single state psychiatric hospital. DPC operates three discrete programs: a 200-bed long-term psychiatric hospital, a 42-bed forensic program, and a 39-bed psychiatric nursing facility.

**Crisis Services.** These include 24/7 crisis intervention services including mobile intervention, crisis phone intervention, collaboration with police and Hospital emergency room staff in managing crisis interventions, etc. The goal of the mobile crisis approach is to assist in ameliorating a psychiatric crisis.

**Substance Abuse Services.** The Division operates, directly or through contracts with private agencies, primary prevention and treatment services throughout the state. Treatment services include: Outpatient evaluation and counseling; methadone maintenance; case management services, including intensive multi-disciplinary teams; short and long term residential programs; and residential detoxification services. The Treatment Access Center (TASC), providing targeted services and liaison with the Courts and criminal justice system; and services directed toward problem/compulsive gambling.

#### **Community Support Program Structure For Adults**

DSAMH has developed a statewide system of four community support programs known as Community Continuum of Care Programs (CCCP). Each is dedicated to meeting the multiple needs of adults with severe and persistent mental illness. These programs serve between 250 and 400 individuals and operate with a high degree of resource control and clinical autonomy. Services are delivered via a team approach are tailored to the individual's need and are designed to be flexible as the person's needs change. The CCCPs are based on several Evidence Based Practices including the Program of Assertive Community Treatment model, Co-occurring Treatment Approach, Supportive Employment models and medication treatment algorithms.

Four *Community Mental Health Clinics*, located in Wilmington, Newark, Dover and Georgetown, provide outpatient mental health treatment services throughout the state. Services include: short-term counseling; psychiatric and supportive counseling; crisis intervention; limited case management; and medication administration and monitoring.

There are three *day programs* operating in Delaware. One program, serving consumers in New Castle County and two programs serving consumers in Kent and Sussex Counties, provide facility-based rehabilitative services in a group format.

*Twenty-four hour supervised residences* (group homes) are organized as self-contained programs. There are fourteen 24-hour supervised group residences (ten in New Castle County, one in Kent County and three in Sussex County), each ranging in capacity from seven to ten residents. Four of the group homes, referred to as the Meadows program, are located in

**buildings on a DHSS campus in southern New Castle County. The Meadows program is specifically designed to serve consumers, 55 years of age and older**

The Division for the Visually Impaired (DVI), Business Enterprise Program (BEP) oversees various food service operations of cafeterias and vending facilities throughout the state of Delaware, as authorized through the Randolph-Sheppard Act.

BEP is organizationally placed under a State Agency, DVI, but the BEP operators are funded solely through program revenues generated. The administrative office of BEP is located on the grounds of the Herman M. Holloway, Sr. Campus, New Castle, Delaware.

The Business Enterprise Program of the Division for the Visually Impaired has administered food service for over 50 years, offering a wide range of food services. Through quality services, we are endeavoring to provide employment opportunities in food service management for persons served by our agency.

Our current operations vary from strictly vending machines through snack bar/hot sandwich locations to full service cafeterias providing routine food services during regular hours, as well as providing special services such as coffee and pastry for meetings, catering for meetings and luncheons, and on occasions, off-hours food services.

## **II. PROJECT OVERVIEW**

The Division of Substance Abuse and Mental Health (DSAMH) and the Division for the Visually Impaired (DVI), Business Enterprise Program (BEP) are seeking proposals from qualified providers to: (1) manage the Dietary Services at the Delaware Psychiatric Center and Terry Center; and, (2) operate and manage a Cafeteria for DHSS employees and the public. The intent is to enter into a single contract providing services to both Divisions. The initial contract will be effective for seven (7) years with a two (2) year renewal as long as funding is available and contractor performance is satisfactory.

### **DPC DIETARY SERVICES**

The Dietary department at DPC consists of a main kitchen where all of the food is prepared and four satellite sites where the food is reheated and served to our patients. The satellite sites are: Forensic Building, Carvel (ICF/IMD), Kent and Sussex Building, and the Terry Children's Psychiatric Center. The Terry Center is a children's inpatient mental health hospital located on DHSS campus and is provided with dietary services by DPC. A Canteen/patient snack bar is operated as part of the patient treatment services and provides a limited menu consisting of primarily snack food items. A walk through of the satellite sites will occur immediately following the pre-submission meeting.

There are approximately *fifty-five (55)* full time equivalent (FTE) dietary staff employed by the DPC. Dietary Services operates two shifts, seven days a week, 4:30 am to 8:00

p.m. An organizational chart and job descriptions will be distributed at the pre-submission meeting. The AFSME Council 83 Local 640 union represents most of these workers. A copy of the current contract will be distributed at the pre-submission meeting.

The DPC Dietary Department prepares approximately 383,250 *Patient Care* meals a year. All food, supplies, and equipment are purchased by DPC.

Meals prepared are either cook/serve or cook/chill. The Forensic building and the Carvel building are on the cook/chill system. The Kent-Sussex Buildings are cook/serve and meals are cooked in bulk and transported to the various distribution sites for patients. Patients are served three meals per day and snacks are provided in the evenings.

### EMPLOYEE CAFETERIA SERVICES

Approximately 1,200 employees work on the Herman Holloway Campus without having access to an employee cafeteria. The selected provider will be required to operate this service without additional compensation from the State of Delaware.

In 2003, DHSS sent out approximately 1,181 surveys and received a 35% response rate which indicated a high level of interest for opening an employee cafeteria. Specifically, 94% of the respondents indicated they would eat at a food court on campus if it were available.

Approximately 250-300 DPC employees receive food coupons as an added benefit. These coupons will be redeemable only at the employee cafeteria and would be redeemable to DPC for approximately \$2,500-\$3,000 per month.

DHSS has made a building available on the campus to house the cafeteria and will provide electric, sewer services, hot and cold water, and trash removal services. In addition, DHSS will perform some renovations prior to the opening of the cafeteria. There will be an opportunity to walk through the building as part of the pre-submission meeting.

The contractor will be required to pay a commission to DVI at the end of each month and must submit copies of their profit/loss statements with the monthly payment.

### III. SCOPE OF SERVICES

#### DPC DIETARY SERVICES

The dietary contractor will have overall responsibility for managing the entire DPC dietary department (inclusive of all satellite sites and the delivery of food to such sites), and for ensuring that meals are prepared and dispensed in accordance with JCAHO, Medicare, Medicaid, state and federal statutes and regulations. The contractor must comply with all Delaware Psychiatric Center policies and procedures pertaining to dietary services, infection control issues and environment of care policies.

Specific elements of this overall responsibility include, but are not limited to, the following:

- A-1 Ensure there is an adequate number of managers and supervisors to manage, direct and supervise the daily operations of a two shift, seven day a week 4:30 a.m. to 8 p.m. dietary department. It is expected that managers be on site during the course of daily operations and on weekends, off-shifts, holidays, *and declared States of Emergency* when necessary. Contractor must supply enough staff to ensure adequate supervision and management of dietary staff seven days a week.
- A-2 Operate DPC's current cook/chill system for the Forensic Building as well as the Carvel Building. Operate DPC's cook/serve system in the Kent and Sussex Buildings. Research and propose a practical alternative to these systems as well as assist DPC in the maintenance of the systems.
- A-3 Provide adequate and qualified Registered Dietitian coverage for nutritional screening, assessments and treatment planning activities for the DPC. The staff must provide inpatient as well as outpatient nutritional counseling at the Terry Center.
- A-4 Develop a revolving four-week menu cycle with limited substitution. The menu cycle must accommodate special diets as ordered by DPC. The contractor will be responsible for timely *notification of* DPC nursing personnel and physicians of any changes made to special diets and/or substitutions.
- A-5 Provide and maintain a comprehensive, computerized dietary service to DPC that meets or exceeds standards of operation consistent with Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), applicable state and federal regulations and statutes through the contract period, inclusive of any extensions. The Contractor must provide and utilize a computer software package that monitors the number of special diets and number of meals generated. [Contractor will

provide all necessary hardware and software. Contractor will provide at its sole cost, upgrades to all hardware and software as needed.]

- A-6 Provide monthly management reports to DPC.
- A-7 Provide appropriate contractor staff to serve on the Delaware Psychiatric Center's Pharmacy and Therapeutic Committee, Infection Control Committee and all other appropriate Delaware Psychiatric Center committees. The contractor must assure provision of a Registered Dietician to serve as a member of the two specified committees.
- A-8 Maintain Policy and Procedure Manuals for the Dietary Department, *and review* at least annually and as needed by DPC.
- A-9 Provide dietary consulting services to Delaware Psychiatric Center pertaining to all dietary related matters, including proper storage of food, cooking programs for patients, potential side effects of food with certain medications, toxicity of certain foods, pharmacology and drug interactions and patient education. Appropriate contractor staff must be available for consultation to DPC professional staff on a seven (7)-day per week basis.
- A-10 Provision of consultation and coordination for new dietary programs.
- A-11 Operate patient canteen/snack bar as part of the patient treatment service during a flexible weekday schedule. This canteen will be limited to patients, and may operate with U.S. currency or DPC issued tokens.
- A-12 Participation of Dietary Managers on DPC committees and/or performance of special tasks as assigned by the Executive staff of the DPC.
- A-13 Ensure that all equipment and fixtures are appropriately maintained and that they are safe and in good working order. The Contractor will *coordinate* with the Contract Manager *to develop a* replacement *schedule* of capital items such as ovens, dishwashers, delivery trucks etc. The Contractor will *coordinate* with the *DHSS Maintenance staff* for the repair and replacement of equipment as well as establishing a preventive maintenance schedule. The Contractor will ensure equipment that is used by employees is safe, clean and meet all applicable standards established by the various regulatory agencies.
- A-14 Maintain an inventory of food and food products adequate to ensure that sufficient quantities of food is in stock and available to meet the need for prompt and accurate dietary services to DPC, and to respond to weather-related and other emergencies. Maintain a minimum of 4 days of meals for patients and staff in case of emergencies or disruption of normal deliveries.

- A-15 Requisition food and supplies, following DPC and Departmental guidelines and the established State of Delaware procurement process. If items requested are not on State Contract, a requisition for approval to purchase must be prepared and submitted to the Business Office prior to ordering.
- A-16 Providing and maintaining a computerized inventory control system. The contractor must perform monthly inventory inspections to ensure an adequate amount of food is in stock for patient care areas and ensure proper monitoring of inventory through an established Quality Improvement Program that ensures proper dating and rotation of stock. The contractor must make all information pertaining to dietary inventories available to all necessary state agencies.
- A-17 Participate in DPC budget process, cost projections, and vendor selection. Maintain expenditure data to assist in budget maintenance.

#### EMPLOYEE CAFETERIA SERVICES

- B-1 Provide, install, service and maintain all equipment and fixtures in a safe and good working condition. The contractor will ensure all equipment that is used by employees is safe, clean, and meets all applicable standards established by various regulatory agencies.
- B-2 Supply all food, labor, supervision, supplies, materials and other items as may be needed to provide cafeteria, catering, coffee and sweet carts services to DHSS Campus employees, invitees and guests. The contractor will not utilize DPC accounts for these purchases.
- B-3 Notify DVI, BEP of any cafeteria equipment that becomes irreparable that is owned by DVI, BEP and will replace the equipment.
- B-4 Provide catering and or coffee and sweet services at any building on DHSS campus as requested. Invoicing methods will be discussed in more detail upon award of contract.
- B-5 Provide cafeteria services between the hours of 6:00 a.m. to 6:00 p.m. Monday thru Friday as listed below:
  - a) Between the hours of 6:00 a.m. and 10:00 a.m. – Breakfast service which shall include a menu of hot and cold foods.
  - b) Between the hours of 11:00 a.m. and 2:00 p.m. – Lunch service which shall include a featured hot meal consisting of one meat and two vegetable selections, a variety of hot and cold sandwiches, two or more soup selections, fresh salads and fruits, and desserts.

- c) Between the hours of 6:00 a.m. and 6:00 p.m. – snacks and beverages service.
  - d) Between the hours of 11:00 a.m. and 3:00 p.m. – Catered luncheon service (when applicable).
  - e) Between the hours of 6:00 a.m. and 3:00 p.m. provide general catering services (when applicable).
  - f) Between the hours of 3:00 p.m. and 6:00 p.m. – Dinner service which shall include a featured hot meal (different from lunch), consisting of one meat and two vegetable selections, a variety of hot and cold sandwiches, two or more soup selections, fresh salads and fruits, and desserts.
- B-6 Provide chinaware (Corelle or better), silverware (stainless steel or better) for cafeteria use and ensure that paper/plastic products are used for pick up and deliveries only, etc. The paper products shall be environmentally safe.
- B-7 Contractor’s employees will observe all health and food guidelines and that employees have access to and be required to wear any required personal protective equipment such as hats and gloves during food preparation and food handling. Contractor’s employees shall maintain a professional clean appearance by wearing a uniform, minimally a standardized shirt/top, smock, apron, etc.
- B-8 Contractor will contact DVI to obtain price quotes on printed materials (menus, etc) and uniforms and will purchase them from DVI when comparable cost estimates are received.
- B-9 Contractor will contact DHSS to request necessary repairs to the heating, ventilating, air-conditioning, electric, sanitary, elevator, or other utilities and services serving the premises.
- B-10 Contractor will accept cash, checks, debit and credit cards for all products and services provided. Policies regarding fees for returned items will be posted.

#### **IV. PROPOSED SCHEDULE OF EVENTS**

EVENT	
Issue Date	March 7, 2005
Pre-Submission Meeting (Mandatory)	1:00Pm, March 23, 2005
Deadline for Receipt of Proposals	11:00 AM, April 22, 2005
Initiate Evaluation and Selection Process	May 1, 2005
Notification of Awards (estimate)	May 15, 2005
Sign Contract (estimate)	June 1, 2005
Initiate Services	July 1, 2005

\*All parties interested in submitting proposals MUST ATTEND the pre-submission meeting, which will be held on March 23, 2005 at 1:00 PM local time. The meeting will be held in the Room 198 of the Main Administration Building, Herman Holloway Campus, 1901 N. Dupont Highway, New Castle, DE 19720. The purpose of the MANDATORY meeting will be to answer questions regarding solicitation procedures and programmatic issues. Individuals having questions about the meeting should contact Ms. Darlene Plummer, at the Division of Substance Abuse and Mental Health, at (302) 255-9430 or via e-mail at [Darlene.Plummer@state.de.us](mailto:Darlene.Plummer@state.de.us).

**No proposals will be accepted by parties other than those attending the mandatory pre-submission meeting.**

#### **V. SUBMISSION INFORMATION**

This section describes the procedures and conditions concerning preparation and submission of proposals, and any contract awarded. To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-responsive or non-conforming proposals.

1. Number of Copies Required –Two(2) signed original, Ten (10) photocopies and Three (3) electronic copies of the proposal prepared in Microsoft Word or Adobe Acrobat on compact discs shall be sent to:

Ms. Sandra Skelley  
Department of Health and Social Services  
Division of Management Services, Procurement Branch  
Herman M. Holloway Sr. Health and Social Services Campus  
1901 North DuPont Highway  
Administration Bldg., 2nd Floor  
New Castle, DE 19720

THE ORIGINALS (REQUIRED SIGNATURE PAGES IN INK) MUST BE CLEARLY IDENTIFIED BY THE WORDS "ORIGINAL COPY" ON THE OUTSIDE COVER.

The proposals must clearly indicate that they are in response to RFP No. PSC – 0647.

2. Closing Date - All responses to this RFP must be received on or before 11:00 A.M. (local time), April 22, 2005. Delivery is the sole responsibility of the applicant. Proposals must be delivered in person or by mail to the procurement agency at the address specified above. Proposals submitted by mail shall be sent by either certified or registered mail. No late proposals will be accepted. No individual exception to this deadline will be granted. Any proposal received after the specified date and time shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The Division reserves the right to extend the time and place for the opening of bids/proposals from that described above, of not less than five calendar days. Notice by certified mail to those applicants who obtained copies of the RFP document.
3. Notification of Award - Notification of the award will be made in writing to all applicants by approximately May 15, 2005.
4. Questions - All questions concerning this request for proposals should be directed to Ms. Darlene Plummer, at (302) 255-9430 or via e-mail at Darlene.Plummer@state.de.us. From the issue date of this RFP until a determination is made regarding the selection of a proposal, all contacts with personnel of the Division of Substance Abuse and Mental Health and other agencies in the Department of Health and Social Services must be cleared through the agency contact.
5. Proposals Become State Property - All proposals become the property of the State of Delaware, and will not be returned to the applicant. All applicants should be aware that government solicitations and the responses thereto are in the public domain. If the applicant wishes, those parts of its proposal dealing with trade secrets and commercial or financial information may remain confidential, but must be stated and clearly marked “private and confidential subject to 29 Del. C. Chapter 100”. Such requests will not be binding on the Division to prevent such a disclosure but may be evaluated under the provisions of 29 Del. C. Chapter 100. Any final decisions regarding disclosure shall be made at the sole discretion of the Department.
6. Proposal and Final Contract - The contents of each proposal will be considered binding on the applicant and subject to subsequent contract confirmation if selected. The content of the successful proposal and the RFP will be incorporated into any resulting final contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Attachment 2 contains the Department of Health & Social Services contract boiler plate language.

7. Amendments to Proposals - Amendments to proposals will not be accepted after the receipt deadline for proposals is passed, unless specifically requested by the Division in writing. The State reserves the right at any time to request clarifications and/or further technical information from any or all applicants submitting proposals.
8. Pre-Contract Costs - All pre-contract activities or costs incurred by applicants in the preparation of their proposals, or during any negotiations on proposals or proposed contracts, or for any work performed in connection therewith, shall be borne by the applicant.
9. Contractor's Equipment - The State of Delaware will not be responsible for the contractor's equipment due to loss, theft, or destruction.
10. Funding Disclaimer Clause - The Department reserves the right to reject or accept any bid or portions thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event that the state determines that state or federal funds are no longer available to continue the contract.
11. Contract Termination Clause - The Department may terminate the contract resulting from this request at any time that the contractor fails to carry out the provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The Department shall provide the contractor with thirty (30) days notice of conditions endangering performance. If after such notice the contractor fails to remedy the conditions contained in the notice, the Department shall issue the contractor an order to stop work immediately and to deliver all work and all work in progress to the state. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

**VI. SELECTION PROCESS**

All proposals submitted, by organizations meeting Applicant Organization Eligibility criteria (Section III), in response to this RFP will be reviewed by a Proposal Review Team. The Proposal Review Team will evaluate and rate proposals using proposal scoring criteria (Section XI). [Organizations that have submitted proposals receiving a score of 60 or above will be considered qualified to provide the services required by DSAMH]. Qualified organizations/proposals will be submitted to the Division Directors for final selection. The Division will interview at least one of the qualified firms. The Division may negotiate with one firm without terminating negotiations with another firm and may negotiate with one or more firms during the same period. At any point in the negotiation process, the Division may, at its discretion, terminate negotiations with any or all firms.

**VII. EVALUATION PROCESS**

Proposals will be rated according to the following general criteria:

Experience in Food Service	0-15 points
Technical Submission	
Employee Cafeteria Operation	0-20 points
Cafeteria Menu Selection/Prices	0-05 points
Management of DPC Dietary Dept	0-30 points
Qualifications of Staff	0-15 points
Patient Canteen/Snack Bar	0-05 points
Business Proposal	0-10 points
Maximum Score	100 points

**VIII. SUBMISSION INFORMATION**

The State of Delaware may make such investigation as it deems necessary to determine the ability of the contractor to furnish the required services, and the contractor shall furnish to the State such data as the State may request for this purpose. The State reserves the right to evaluate the financial capability of the applicant to the State's satisfaction. The State reserves the right to reject any offer if the evidence submitted by, or investigation of, such contractor fails to satisfy the State that the contractor is properly qualified to deliver the services requested.

## **IX. GENERAL CONDITIONS**

1. The applicant must satisfy RFP requirements in the manner described in its proposal as approved by DSAMH and DVI. The applicant is required to carry out this project in the manner described in the approved proposal and in accordance with any conditions of the contract. A copy of the Department of Health and Social Services boilerplate contract is included as Attachment 2 to this document. The contract may be suspended or terminated, and future eligibility for services contracts may be lost, should the applicant fail to carry out this project as described in the approved proposal and in the resulting contract.
2. Applicants must meet the minimum requirements set forth in this RFP. They may choose to offer enhancements which go beyond these requirements. Such enhancements may be considered in the overall evaluation of the proposal, but DSAMH/DHSS may reject enhancements/exceptions which do not conform to state bid law and/or create inequality in the treatment of applicants.
3. The applicant may not subcontract for services required under this contract.
4. The applicant must protect the confidentiality of client information. The applicant must have and follow procedures for protecting client information. If applicable, procedures for protecting client information must meet the standards prescribed by the Confidentiality of Alcoholism and Drug Abuse Patient Records, 42 U.S.C. 290 dd-3 and U.S.C. 290 ee-3.
5. The applicant must maintain such records and record systems as are necessary to document and monitor services per DSAMH and DVI requirements. The applicant's records must document services provided directly to clients as well as services provided on behalf of clients. Services to clients must be documented in a manner that facilitates the verification of service provision adequate to withstand an audit of claims submitted to the Division.
6. The applicant shall assume the responsibility for providing adequate liability insurance for all service provider personnel (including volunteers or other non-paid personnel), Board of Directors, and/or advisory bodies.

7. The applicant must:
  - make reasonable effort to take into account the clientele and the community composition in its personnel hiring and promotion practices;
  - make a demonstrative effort, as appropriate, to promote the hiring of minorities, women, and
  - encourage minority and client participation on Advisory Councils and the Board of Directors.
  
8. Where a substantial number of the individuals in the population served by the program are of limited English-speaking ability, the applicant must:
  - identify an individual who is fluent both in that language and English and whose responsibilities shall include providing guidance to the individuals of limited English-speaking ability and to appropriate staff members with respect to cultural differences.
  
9. Accurate property records, inventory control and maintenance for equipment and for all other non-expendable personal property acquired under this program must be maintained. Property records must provide a description of the property, identification number, date of acquisition, cost, present location and/or disposition of property. A physical inventory of non-expendable personal property must be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property. A control system must be in effect to ensure adequate safeguards to prevent property loss. Damage or theft must be investigated and fully documented.
  
10. Obligation of Contract Funds - Funds authorized for use under the contract may only be obligated within the budget period for which they are awarded. Obligor documents such as a contract and purchase order must be issued on or before the expiration date of the budget period or the funds will no longer be available for use by the contractor. Any contract(s) developed will be for a seven-year period. However, the contract(s) will be eligible for annual contract renewals for at least two (2) additional years pending agreement by both parties, satisfactory contractor performance, and funding availability. The Division reserves the right not to renew any contract and, according to the terms of the contract, to terminate any contract.
  
11. Contract monitoring/corporate audits - A fiscal and programmatic monitoring of the contract may be conducted by the State Agency, usually once a year. Fiscal monitoring shall be conducted in accordance with generally accepted auditing standards. Any Division-initiated contract monitoring, shall neither obviate the need for, nor restrict the contractor from, conducting required annual corporate audits. Annual corporate audits must be conducted in accordance with generally accepted accounting principles and, if

applicable, comply with the requirements of the Federal Office of Management and Budget (OMB) Circular A-133.

12. Data - The contractor must furnish contract-related data in accordance with the requirements of DSAMH's management information system (MIS).
13. Notwithstanding anything to the contrary, the Division and Department reserve the right to:
  - Select for contract or for negotiations a proposal other than that with the lowest cost;
  - Reject any and all proposals received in response to this RFP;
  - Waive or modify any information, irregularity, or inconsistency in proposals received;
  - Request modification to proposals from any or all applicants during the review and negotiation period;
  - Negotiate as to any aspect of the proposal with any applicant and negotiate with more than one applicant at the same time;
  - If negotiations fail to result in an agreement within two (2) weeks, terminate negotiations and select the next most responsive applicant, prepare and release a new RFP, or take such other action as the Division and Department may deem appropriate.
  - Require applicants to secure a Delaware Business License.
  - To contract with more than one provider.

## **X REQUIRED SIGNATURE FORM**

Applicants must complete and submit the following:

- \* Certification Form (Form C)

## **XI. PROPOSAL FORMAT**

The program proposal submitted to the Division of Substance Abuse and Mental Health and the Division for the Visually Impaired must conform to the format described in these instructions. The proposal should contain a cover letter including names and titles of key personnel to contact for additional proposal information. The cover letter will be considered an integral part of the proposal.

The cover letter is to be followed by the Check List (Form A). All pages must be numbered consecutively

Each applicant is required to submit the proposal for Dietary Services and Cafeteria Services as separate sections. Both sections must include a technical proposal and a Business Proposal. The Business Proposal should address the cost of performing the work described in the Technical Proposal. The applicant shall not make any reference to costs in the Technical Proposal.

## **DPC DIETARY SERVICES**

### **A. TECHNICAL PROPOSAL**

#### **1. Organizational Information**

The applicant must provide a description of the organization responding to the Request for Proposals. The applicant should provide a detailed description of the type and scope of goods and services it currently supplies or offers.

The attached fact sheet (Form B) must be completed and submitted with the program proposal.

#### **2. Statements of Assurance**

Applicants must provide written assurance that the following conditions will be met:

Availability of **IRS Ruling** relating to tax exempt status for incorporated non-profit organizations (if applicable).

Availability of **liability insurance** appropriate to the services proposed. The minimum acceptable level of insurance is outlined in the sample DHSS contract boilerplate (Attachment 3).

Availability of Auto Insurance. This is required for all vendors who operate any type of transportation vehicle as part of their program.

Civil Rights. Compliance with provisions of Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and any other federal or State anti-discriminatory act, law, statute or regulation.

Compliance Agreement for Procedure to be followed to Comply with Policy Memorandum 46. The applicant must include a statement of compliance with the Policy Memorandum (see attachment)

Statement of Confidentiality. The applicant should either include the statement of client confidentiality in effect for the applicant organization or prepare and include such a statement to be used for the program.

Statement and/or Documentation of Professional Ethical Standards Applied in the Organization. The applicant should include the statement of professional standards currently in use by the applicant organization or prepare and include such a statement to be used for the proposed program.

Data Collection: The applicant must provide a statement of compliance with data collection requirements that are necessary to document and monitor services provided directly to clients as well as services provided on behalf of clients.

Performance Measure: The applicant must provide a statement of understanding the any contract resulting from this RFP may be modified to implement performance and/or outcome measures as the project advances.

### **3. References**

Each applicant must supply in writing the names of a minimum of three (3) references who are familiar with the background and qualifications of the applicant and its ability to provide the required services. Addresses and phone numbers of the references must be included, as well as a description of the capacity in which the reference knows the applicant.

#### **Notification to Bidders**

“Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee may consider these as additional references

and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored into the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

#### 4. Proposed Services

The applicant must provide a narrative description of the proposed services. The narrative description must address each of the elements indicated below. Repeating language from the RFP is not considered satisfactory.

- a. A brief **Overview** indicative of the applicant's understanding of the general nature of services provided by DSAMH, and, specifically, the nature of the services to be provided by this RFP.
- b. Provide a sample one month schedule to show the number of managers and supervisors to manage, direct and supervise the daily operations of a two shift, seven day a week 4:30 a.m. to 8 p.m. dietary department, including the canteen. Also provide a one month schedule for DPC dietary employees.
- c. Provide a sample revolving four-week menu cycle with assurances that there will be limited substitution and that the menu cycle must accommodate special diets as ordered by DPC.
- d. Provide an assurance that the contractor will timely *notify* DPC nursing personnel and physicians of any changes made to special diets and/or substitutions.
- e. Describe how the contractor will provide and maintain a comprehensive, computerized dietary service to DPC that meets or exceeds standards of operation consistent with Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), applicable state and federal regulations and statutes through the contract period, inclusive of any extensions. Describe how the contractor will monitor the number of special diets and number of meals generated. The contractor will provide a description of the necessary hardware and software they will purchase to use at DPC.
- f. Provide sample management reports that will be submitted to DPC.
- g. Describe contractor staff to be assigned to serve on the Delaware Psychiatric Center's Pharmacy and Therapeutic Committee, Infection Control Committee and all other appropriate Delaware Psychiatric Center committees. The contractor must assure provision of a Registered Dietician to serve as a member of the two specified committees.

- h. Describe how the contractor will maintain Policy and Procedure Manuals for the Dietary Department, *and review* at least annually and as needed by DPC.
- i. Describe the dietary consulting services to be provided to the Delaware Psychiatric Center pertaining to all dietary related matters, **including proper** storage of food, cooking programs for patients, potential side effects of food with certain medications, toxicity of certain foods, pharmacology and drug interactions and patient education. Describe which contractor staff will be available for consultation to DPC professional staff on a seven (7)-day per week basis.
- j. Describe how the contractor will provide consultation and coordination for new dietary programs.
- k. Describe the availability and assignment of Dietary Managers on DPC committees and/or performance of special tasks as assigned by the Executive staff of the DPC.
- l. Describe how the contractor will ensure that all equipment and fixtures (including cook/chill and cook/serve systems) are appropriately maintained and that they are safe and in good working order. Describe how the Contractor will *coordinate* with the Contract Manager *to develop a* replacement *schedule* of capital items such as ovens, dishwashers, delivery trucks etc. Describe how the Contractor will *coordinate* with the *DHSS Maintenance staff* for the repair and replacement of equipment as well as establishing a preventive maintenance schedule. Describe how the Contractor will ensure equipment that is used by employees is safe, clean and meet all applicable standards established by the various regulatory agencies.
- m. Provide an understanding that contractor staff will requisition food and supplies, following DPC and Departmental guidelines and the established State of Delaware procurement process. If items requested are not on State Contract, a requisition for approval to purchase must be prepared and submitted to the Business Office prior to ordering.
- n. Describe how the contractor will provide and maintain a computerized inventory control system. Describe how the contractor will perform monthly inventory inspections to ensure an adequate amount of food is in stock and ensure proper monitoring of inventory through an established Quality Improvement Program that ensures proper dating and rotation of stock. The contractor must make all information pertaining to dietary inventories available to all necessary state agencies.
- o. Provide an assurance that contractor is responsible for maintaining an inventory of food and food products adequate to ensure that sufficient quantities of food is in stock and available to meet the need for prompt and accurate dietary services to DPC, and to respond to weather-related and other emergencies ( a minimum of 4

days of meals for patients and staff in case of emergencies or disruption of normal deliveries).

- p. Describe how the contractor will participate in DPC budget process, cost projections, and vendor selection. Describe how the contractor will maintain expenditure data to assist in budget maintenance.
- q. Describe contractor shrinkage in other operations of similar nature and size.

5. **Staffing and Staff Qualifications**

The applicant must provide information on the following:

1) Job Descriptions

There must be a complete job description for all positions that have been included in all or part of the cost of this proposal. Each description should contain:

- a) Position Title: This should be the same title as used in the budget, and as shown in the sections on program description and organization charts.
- b) Salary Range: Please state the yearly and/or hourly range.
- c) Job Summary: This should describe the role of the position in the proposed program and identify the lines of authority related to this position.
- d) Duties and responsibilities: List the major activities of the person in this position.
- e) Job Qualifications: The minimum education and/or experience requirements should be presented

2) Resumes of Key Staff

Resumes of key staff for the proposed program if known to the applicant at the time of response to the RFP, must be included. DPC must be notified of any changes in key staff during the term of the contract.

### 3) Screening and Hiring Procedures

- a) The applicant must provide guidelines to be used in staff screening and hiring procedures. Measures adequate to screen job applicants to include as a minimum, criminal background checks, drug testing, adult and child abuse registry checks.

### 4) Staff Training/Orientation and Development

A staff training and/or orientation plan applicable to all staff assigned to the program must be presented. The plan/schedule should include:

- a) introductory training and orientation schedule;
- b) mandatory training on Department of Health and Social Services Policy Memorandum 46;
- c) mandatory training on confidentiality of client information;
- d) other topics that will be included in the training must be described.
- e) mandatory trainings to use specific assessment tools

### 5) Cultural and Gender Competence:

Applicants must describe the specific actions they will take to assure that: a) case managers and other staff will receive training about cultures other than their own, particularly the cultures of the offenders they case manage; b) case management plans and decision making are always racially, ethnically and culturally specific; c) women will be provided services designed to meet their individual needs where they will be at ease to address gender specific issues; d) services will be provided to special populations (examples: alternative lifestyles and other minority groups) with equity and without bias.

## **DPC DIETARY SERVICES**

### **B. COST PROPOSAL**

The Business Proposal and all budget information should be presented separate from the Technical Proposal.

The applicant must complete Form F– Financial Practices Pre-Audit Monitoring Survey Self-Report. This form will be distributed at the mandatory pre-submission meeting.

The Division anticipates purchasing DPC Dietary Services on a monthly management fee basis.

Line-Item budgets (Form H) including a detailed narrative that outlines any and all assumptions that the contractor has included in the computation of the management fee will be required as a part of the business proposal.

Successful contractor will be required to submit actual expenditures at regular intervals throughout the contract period. Expenditure reports will be compiled and prepared on the state fiscal year periods.

## **EMPLOYEE CAFETERIA SERVICES**

### **A. TECHNICAL PROPOSAL**

#### **1. Organizational Information**

The applicant must provide a description of the organization responding to the Request for Proposals. The applicant should provide a detailed description of the type and scope of goods and services it currently supplies or offers.

The attached fact sheet (Form B) must be completed and submitted with the program proposal.

#### **2. Statements of Assurance**

Applicants must provide written assurance that the following conditions will be met:

Availability of **IRS Ruling** relating to tax exempt status for incorporated non-profit organizations (if applicable).

Availability of **liability insurance** appropriate to the services proposed. The minimum acceptable level of insurance is outlined in the sample DHSS contract boilerplate (Attachment 3).

Availability of Auto Insurance. This is required for all vendors who operate any type of transportation vehicle as part of their program.

Civil Rights. Compliance with provisions of Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and any other federal or State anti-discriminatory act, law, statute or regulation.

Compliance Agreement for Procedure to be followed to Comply with Policy Memorandum 46. The applicant must include a statement of compliance with the Policy Memorandum (see attachment)

Statement of Confidentiality. The applicant should either include the statement of client confidentiality in effect for the applicant organization or prepare and include such a statement to be used for the program.

Statement and/or Documentation of Professional Ethical Standards Applied in the Organization. The applicant should include the statement of professional standards currently in use by the applicant organization or prepare and include such a statement to be used for the proposed program.

Data Collection: The applicant must provide a statement of compliance with data collection requirements that are necessary to document and monitor services provided as well as providing requested financial data as it pertains to the operation of the cafeteria services.

Performance Measure: The applicant must provide a statement of understanding the any contract resulting from this RFP may be modified to implement performance and/or outcome measures as the project advances.

### **3. References**

Each applicant must supply in writing the names of a minimum of three (3) references who are familiar with the background and qualifications of the applicant and its ability to provide the required services. Addresses and phone numbers of the references must be included, as well as a description of the capacity in which the reference knows the applicant.

#### **Notification to Bidders**

“Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The

Evaluation/Selection Review Committee may consider these as additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored into the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

#### 4. **Proposed Services**

The contractor must provide a narrative description of the proposed services. The narrative description must address each of the elements indicated below.

- a. A brief **Overview** indicative of the applicant's understanding of the general nature of services requested by DVI, specifically that the State of Delaware will not be responsible for reimbursing the contractor for the costs associated with the operation of the cafeteria.
- b. Describe how the contractor will provide, install, service and maintain all equipment and fixtures in a safe and good working condition. The contractor will ensure all equipment that is used by employees is safe, clean, and meets all applicable standards established by various regulatory agencies.
- c. Describe how the contractor will supply all labor, supervision, supplies, materials and other items as may be needed to provide cafeteria, catering, coffee and sweet carts services to DHSS Campus employees, invitees and guests.
- d. Describe the contractor's understanding of the requirement that they notify DVI, BEP of any cafeteria equipment that becomes irreparable that is owned by DVI, BEP of the contractor's responsibility to replace the equipment.
- e. Describe how the contractor will provide catering and or coffee and sweet services at any building on DHSS campus as requested. Provide a listing of the items and prices that will be made available for this service. Provide a statement of the understanding that the detailed and timely invoicing of catering services will be the responsibility of the contractor
- f. Describe the cafeteria services that will be available between the hours of 6:00 a.m. to 6:00 p.m. Monday thru Friday. Provide sample menus and prices for breakfast services, lunch services, dinner services as well as the snacks and beverages service. Provide an assurance that the final selections and pricing of these items must be maintained during the first year of operation. Provide an assurance that changes in hours of operation, menu selections, and pricing must be approved by DVI, BEP.
- g. Provide an assurance that contractor's employees will observe all health and food guidelines and that employees have access to and be required to wear any required personal protective equipment such as hats and gloves during food preparation and food handling.

Contractor's employees shall maintain a professional clean appearance by wearing a uniform, minimally a standardized shirt/top, smock, apron, etc.

h. Provide an assurance that Contractor will contact DVI to obtain price quotes on printed materials (menus, etc) and uniforms and will purchase them from DVI when comparable cost estimates are received.

i. Provide an assurance that contractor will contact DHSS to request necessary repairs to the heating, ventilating, air-conditioning, electric, sanitary, elevator, or other utilities and services serving the premises.

j. Provide an assurance that the contractor will provide adequate staff for the successful operation of the cafeteria and catering services. Describe the contractors policy on the hiring of employees, including performing necessary background checks (criminal background, drug testing, adult and child abuse registries). Describe the contractors policy on the hiring of DHSS clients.

k. Describe the contractor's understanding of and an assurance of compliance with the requirement to pay DVI a monthly commission fee as well as the required submission of monthly profit/loss statements.

## **B.COST PROPOSAL**

The Business Proposal and all projected Profit and Loss Statement information should be presented separate from the Technical Proposal.

The applicant must include All Sales, Product Cost, Labor Cost, All other Direct Cost, Gross Income, BEP Commission, and Net Income information on the Projected Profit and Loss Statement, along with Accounting controls and Audit Monitoring System.

Commission Details (Form I) must be filled out entirely and submitted as a required part of a business proposal.

**CHECKLIST**

This checklist is provided to aid both the applicant and the reviewer in determining that all necessary information is included in the proposal package. In the blanks next to each item, please denote the page number(s) in the proposal where that information can be found. The completed checklist should be submitted as the first item in the proposal.

Item	Page
REQUIRED SIGNATURE FORMS:	
Contractor Certification (Form C)	
REQUIRED FORMS	
Fact Sheet (Form B)	
<b>DPC Dietary Services TECHNICAL PROPOSAL</b>	
1. Organizational Information	
2. Statements of Assurance	
3. References	
• 3 references	
• Listing of all State of DE Contracts during last 3 years	
4. Proposed Services	
5. Staffing and Staff Qualifications	
6. Cultural and Gender Competence	
Employee Cafeteria Services TECHNICAL PROPOSAL	
1. Organizational Information	
2. Statements of Assurance	
3. References	
4. PROPOSED SERVICES	
Sample Menus and Price Listings	
DPC Dietary Services Business Proposal	
Line Item Budget and Narrative	
Monthly Management Fee Computation	
Form F – Financial Practices Pre-Audit Monitoring Survey Self-Report	
Employee Cafeteria Business Proposal	

**FACT SHEET**

**FORM B**

Corporate Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Business Address if different from mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Director's Name Telephone: ( ) \_\_\_\_\_

Name of contact person if other than Director: \_\_\_\_\_

List of names of those with authority to sign contracts: (name/title/phone) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

If the agency operates from more than one location, please provide the address and phone numbers of the other locations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

Copy of Corporate Organization Structure: (attach)

Roster of Corporate Officers: (attach)

CERTIFICATION

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

- a. We are a regular dealer in the services being procured.
- b. We have the ability to fulfill all requirements specified for development within this RFP.
- c. We are accurately representing our type of business and affiliations.
- d. We will secure a Delaware Business License.
- e. We have developed the prices in this offer independently and without consultation, communication, or agreement for the purpose of restricting competition with any other contractor or competitor.
- f. Unless otherwise required by Law, the bidder has not knowingly disclosed the prices quoted in this offer, directly or indirectly, to any other contractor or to any competitor.
- g. No attempt has been made, or will be made, by the bidder to influence other persons or firms not to submit an offer to this solicitation for the purpose of restricting competition. We have neither directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted to the Delaware Department of Health and Social Services
- h. We have not employed or retained any company or person (other than a full-time bona fide employee working solely for us) to solicit or secure this contract, and we have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for us) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- i. Incorporated under the laws of the State of \_\_\_\_\_, we operate as (circle one):
  - i) An individual
  - ii) A partnership
  - iii) A non-profit (501 C-3)
  - iv) A not-for-profit organization
  - v) For profit corporation
- j. We agree that the signed delivery of this bid represents our acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
- k. We (check one): \_\_\_\_\_ are; \_\_\_\_\_ are not, owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

**1 STATEMENT OF COMPLIANCE**

As the official representative for the contractor, I certify on behalf of the firm that we will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity, affirmative action, confidentiality and individual and family privacy in the collection and reporting of data.

*1 Bidder's signature in acknowledgement of the forgoing:*

Name of firm: \_\_\_\_\_

Signature of authorized person: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact person: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Date: \_\_\_\_\_

Firm's Federal Employer Identification Number: \_\_\_\_\_



Other Fringe Benefits			14		
Total Fringe/OEC			15		
<b>TOTAL DIRECT STAFF &amp; FRINGE BENEFIT COSTS</b>			<b>16</b>		
<b>Staff Travel and Training</b>					
Staff Training			17		
Staff Mileage			18		
Staff Public Trans.			19		
Staff Meals/Clothing			20		
<b>TOTAL STAFF TRAVEL &amp; TRAINING</b>			<b>21</b>		
<b>Occupancy Costs</b>					
Real Estate Tax			24		
License, Permits, Fees			25		
Utilities			26		
Repairs/Maintenance			27		
Rent			28		
Custodial Supplies			29		
Insurance			30		
Other Occupancy Costs			31		
<b>TOTAL OCCUPANCY COSTS</b>			<b>32</b>		
<b>Transportation Costs</b>					
Gas & Oil			33		
Vehicle Repair/Maintenance			34		
Vehicle Insurance & Taxes			35		
Vehicle Lease			36		
Contractual Transportation			37		
Public Transportation			38		
Other Transportation Costs			39		
<b>TOTAL TRANSPORTATION COSTS</b>			<b>40</b>		
<b>Client Costs</b>					
Food & Groceries			41		
Educational Supplies			42		
Dry Goods			43		
Laundry Supplies			44		
Client Rental Assistance			45		
Personal Care Supplies			46		
Other Client Assistance			47		
<b>TOTAL CLIENT COSTS</b>			<b>48</b>		
<b>Operating Costs</b>					
Consultant Costs			49		
Telephone			50		
Postage			51		
Advertising/Recruiting			52		
Printing/Reproduction			53		

Office Supplies			54		
Equipment Rental			55		
Equipment Repair/Maint			56		
Other Operating Costs			57		
Equip/Capital Purchases (attach full listings)			58		
TOTAL OPERATING COSTS			59		
TOTAL DIRECT PROGRAM COSTS			60		
ALLOCATION OF INDIRECT COSTS			61		
TOTAL PROGRAM COSTS			62		
TOTAL OTHER INCOME APPLIED				63 *	
TOTAL DSAMH CONTRACT REQUEST					64

\* ANTICIPATED SOURCES OF OTHER INCOME: SOURCE

AMOUNT

**Monthly Management Fee based on above expenditures:** \_\_\_\_\_

**FORM I**  
**EMPLOYEE CAFETERIA SERVICES**

**COMMISSION DETAILS**

Contractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contractor guarantees that the total annual minimum commission to DVI, BEP shall be not less than \$ 32,000 for the term of the contract.

The commission will be \$32,000 annually for the first two years of operation. The remaining years of the contract will be based on a minimum of :

Year (3) \$ \_\_\_\_\_, Year (4) \$ \_\_\_\_\_, Year (5) \$ \_\_\_\_\_,

Year (6) \$ \_\_\_\_\_, Year (7) \$ \_\_\_\_\_ .

**OR**

\_\_\_\_\_ % (percentage) of gross sales, whichever is greater.



**DELAWARE HEALTH AND SOCIAL SERVICES**

**POLICY MEMORANDUM NUMBER 46 (Replaces 5/27/87)**

**REVISED 5/5/97**

**SUBJECT: STANDARDIZED REPORTING AND INVESTIGATION OF SUSPECTED ABUSE, NEGLECT, MISTREATMENT, MISAPPROPRIATION OF PROPERTY, AND SIGNIFICANT INJURY OF RESIDENTS/CLIENTS RECEIVING SERVICES IN RESIDENTIAL FACILITIES AND DAY PROGRAMS OPERATED BY OR FOR DHSS**

**I. PURPOSE**

- A. To protect the right of residents/clients of Delaware Health and Social Services (DHSS) facilities and day programs to be free from abuse, neglect, mistreatment, misappropriation of property or significant injury.
- B. To require that each Division that has residential or day programs establish standardized written procedures for the reporting, investigation and follow-up of all incidents involving suspected resident/client abuse, neglect, mistreatment, misappropriation of property or significant injury.
- C. To require that all DHSS long-term care residential facilities comply with The Patient Abuse Law (16 Del. C., section 1131, et seq.) and the Rules and Regulations Governing Delaware's Patient Abuse Law (Attachments I and II); and that all Medicaid- and/or Medicare-certified long-term care facilities and Intermediate Care Facilities for Mental Retardation (ICF/MR) comply with the federal regulations (42 CFR) and State Operations Manual for such facilities.
- D. To require that all DHSS residential facilities and day programs comply with all applicable state and federal statutes, rules and regulations pertaining to suspected abuse, neglect, mistreatment, misappropriation of property or significant injury.

## II. SCOPE

- A. This policy applies to anyone receiving services in any residential facility or day program operated by or for any DHSS Division, excluding any facilities/programs in which the only DHSS contract is with the DHSS Division of Social Services Medicaid Program.
- B. This policy is not intended to replace additional obligations under federal and/or state laws, rules and regulations.

## III. DEFINITIONS

- A. Abuse shall mean:
  - a. Physical abuse - the unnecessary infliction of pain or injury to a resident or client. This includes, but is not limited to, hitting, kicking, pinching, slapping, pulling hair or any sexual molestation.
  - b. Emotional abuse - ridiculing or demeaning a resident or client, cursing or making derogatory remarks towards a resident or client, or threatening to inflict physical or emotional harm to a resident or client.
- B. Neglect shall mean:
  - a. Lack of attention to the physical needs of the resident or client including, but not limited to, toileting, bathing, meals, and safety.
  - b. Failure to report client or resident health problems or changes in health problems or changes in health condition to an immediate supervisor or nurse.
  - c. Failure to carry out a prescribed treatment plan for a resident or client.
- C. Mistreatment shall mean the inappropriate use of medications, isolation, or physical or chemical restraints on or of a resident or client.
- D. Misappropriation of Property shall mean theft of resident/client money or property; use of resident/client money or property without permission of the resident/client or guardian; acceptance by staff of resident/client money or property regardless of permission; and mishandling of resident/client money or property.
- E. Significant Injury is one which is life threatening or causes severe disfigurement or significant impairment of bodily organ(s) or function(s) which cannot be justified on the basis of medical diagnosis or through internal investigation.
- F. Day Programs are those which provide supervised care and structured activities several hours a day on a regularly scheduled basis. Day programs shall also

include mental health and alcohol and drug outpatient treatment services provided by or for DHSS.

- G. Residential Facility shall include any facility operated by or for DHSS which provides supervised residential services.
- H. Long-Term Care Facility is any facility operated by or for DHSS which provides long-term care residential services and the Delaware Psychiatric Center.
- I. High managerial agent is an officer of a facility or any other agent in a position of comparable authority with respect to the formulation of the policy of the facility or the supervision in a managerial capacity of subordinate employees.

#### IV. RESPONSIBILITIES

- A. The Director, or his/her designee, of each Division covered by this policy is hereby designated as an official DHSS designee under the State Mandatory Patient Abuse Reporting Law.
- B. Each Division will develop written procedures consistent with the standards contained in this policy and which will be activated immediately upon discovery of any suspected abuse, neglect, mistreatment, misappropriation of property or significant injury. These procedures must clearly outline the reporting chain from the witness to the Division Director, and other appropriate parties, to require the expedient relay of information within the required time frames.
- C. These standardized procedures shall apply whether the significant injury, suspected abuse, neglect, mistreatment or misappropriation of property may have been caused by a staff member of the residential facility or day program, or by any other person, whether on or off the grounds of the residential facility or day program. When there is suspicion of facility/program negligence, client-to-client incidents shall also be reported.
- D. The standardized procedures shall be approved by the appropriate Division Director prior to implementation. The Division Director or designee shall forward a copy of the approved procedures to the Office of the Secretary, and other appropriate agencies, including the Division of Management Services.
- E. Each Division will require that the standards established in this policy are incorporated in all divisional residential and day program operational procedures and all residential and day program contracts. Each Division shall require that all consumers and providers of these programs be informed of their specific rights and responsibilities as defined in the Division's written procedures.
- F. Each Division shall require that all levels of management understand their responsibilities and obligations for taking and documenting appropriate corrective action.

- G. Each Division shall require appropriate training of all staff and contract providers in the PM 46 policy and procedures. Such training shall also include the laws prohibiting intimidation of witnesses and victims (11 Del. C., sections 3532 through 3534) and tampering with a witness or physical evidence (11 Del. C., sections 1261 through 1263 and section 1269).
- H. Each Division shall develop quality assurance/improvement mechanisms to monitor and oversee the implementation of the PM 46 policy and procedures. Each Division shall forward a quality assurance/improvement report to the Secretary's Office for review on a quarterly basis.

V. STANDARDS/PROCEDURES

Standard and consistent implementation of this Department policy is required. Each Division's written procedures shall include the following:

- A. Employee(s) of the residential facility or day program, or anyone who provides services to residents/clients of the facility or program, who have reasonable cause to believe that a resident/client has been abused, mistreated, neglected, has had property misappropriated or has received a significant injury shall:
  - 1. Take actions to assure that the resident(s)/client(s) will receive all necessary medical attention immediately.
  - 2. Take actions to protect the resident(s)/client(s) from further harm.
  - 3. Report immediately to the Department's designee for the appropriate Division under the State Mandatory Patient Abuse Reporting Law (if the incident occurred in a long-term care facility or if the client was a resident of a long-term care facility); and to the Department of Services for Children, Youth and Their Families/Division of Family Services (if the client is a minor, as required under 16 Del.C., section 903).
  - 4. Report immediately to the facility/program director and the Division's designated recipient(s) of PM 46 reports.
  - 5. Follow up with a written report to the persons/agencies named in A.3 and A.4 within 48 hours.
- B. In addition to the above named persons, any other person may make a report to a staff person of the facility or to the Division director or his/her designee. Such a report shall trigger activities under V.A. items 1 through 5.
- C. Each report of suspected abuse, neglect, mistreatment, misappropriation of property or significant injury must include:
  - 1. The name and sex of the resident or client.
  - 2. The age of the resident or client, if known.
  - 3. Name and address of the reporter and where the reporter can be contacted.

4. Any information relative to the nature and extent of the abuse, neglect, mistreatment, misappropriation of property or significant injury.
  5. The circumstances under which the reporter became aware of the abuse, neglect, mistreatment, misappropriation of property or significant injury.
  6. What action, if any, was taken to treat or otherwise assist the resident or client.
  7. Any other information which the reporter believes to be relevant in establishing the cause of such abuse, neglect, mistreatment, misappropriation of property or significant injury.
- D. The Division's designated recipient of PM 46 reports shall report immediately to the Office of the Secretary; the Office of the Attorney General/Medicaid Fraud Control Unit; the Office of Health Facilities Licensing and Certification (for Medicaid- and/or Medicare-certified long-term care facilities); the appropriate state licensing agency for the program, if applicable; and the Division Director or designee all allegations of abuse, neglect, mistreatment, misappropriation of property and significant injury.
- E. The Division Director or his/her designee shall notify the appropriate police agency immediately in the event that the health or safety of a resident/client is in immediate danger from further abuse, mistreatment or neglect, if criminal action is suspected, or if a resident/client has died because of suspected abuse, mistreatment, neglect or significant injury. The Deputy Attorney General, Civil Division, responsible for the Division's legal work shall be notified if the police were contacted. The Chief Medical Examiner shall be immediately notified if a resident/client has died because of suspected abuse, mistreatment, neglect, significant injury, or as a result of any cause identified by 29 Del. C., section 4706.
- F. The Division Director or his/her designee shall notify the Office of the Attorney General/Medicaid Fraud Control Unit, immediately if there exists reasonable cause to believe that a client has died as a result of abuse, neglect, mistreatment or significant injury.
- G. An investigation and evaluation of the initial report of suspected abuse, neglect, mistreatment, misappropriation of property or significant injury shall be initiated immediately by the Division Director or his/her designee. The investigation and evaluation, with a written report, shall be made within 24 hours, if the Division has reasonable cause to believe that the resident's/client's health or safety is in immediate danger from further abuse, neglect or mistreatment. Otherwise, the investigation, evaluation and written report, up to and including the Division Director's or designee's signed review of the report, shall be made within 10 days.
- H. The investigative process shall be confidential and not subject to disclosure pursuant to 24 Del. C., section 17-68. Each investigative report shall be labeled as

confidential, pursuant to 24 Del. C., section 17-68. Each investigation shall include the following:

1. A visit to the facility, day program or other site of incident.
  2. A private interview with the resident or client allegedly abused, neglected, mistreated, whose property was misappropriated or whose injury was significant.
  3. Interviews with witnesses and other appropriate individuals.
  4. A determination of the nature, extent and cause of injuries, or in the case of misappropriated property, the nature and value of the property.
  5. The identity of the person or persons responsible.
  6. All other pertinent facts.
  7. An evaluation of the facility or day program named in the report to determine the potential risk of any physical or emotional injury to any other resident or client of that facility or day program.
- I. A written report containing the information identified in V.H. shall be completed within the time frames identified in V.G. and shall include a summary of the findings and recommendations, utilizing the Department's standardized forms.
- J. The report shall be sent to the facility/program director, if appropriate, and then to the Division Director or designee. The facility/program director and the Division Director or designee shall review the report. If the incident is serious, the Division Director must review the incident with the Department Secretary prior to the completion of the report. The facility/program director and the Division Director or designee shall indicate in writing their concurrence or non-concurrence with the findings and recommendations, including appropriate corrective or preventive action, utilizing the Department's standardized forms, within the time frames identified in V.G.
- K. If the facility is a Medicaid- and/or Medicare-certified long-term care facility, or an ICF/MR, the report (as specified under section V.C. of this policy) of suspected abuse, neglect, mistreatment, misappropriation of resident/client property, or significant injury (and any other incidents as specified in 42 CFR) shall be sent to the appropriate authorities, as required in the respective regulations under 42 CFR, within 5 working days of the incident.
- L. The Office of the Attorney General/Medicaid Fraud Control Unit, and the Office of the Long-Term Care (LTC) Ombudsman shall be immediately notified, either orally or in writing, when an investigation has verified abuse, neglect, mistreatment, misappropriation of resident/client property, or significant injury. The written report containing the summary of the Division's findings and recommendations shall be forwarded to the Office of the Attorney General/Medicaid Fraud Control Unit, and the Office of the LTC Ombudsman within 5 days following the completion of the investigation by the Division Director or designee. If the investigation determines that there is reasonable cause

to believe that a resident/client has died as a result of abuse, neglect, mistreatment, or significant injury, the Division Director or designee shall immediately report the finding and conclusions to the Office of the Attorney General/Medicaid Fraud Control Unit, the Office of the LTC Ombudsman, and the Office of the Secretary.

- M. The Office of the Secretary shall be informed in writing of the results of the investigation, including the findings and recommendations, within 5 days following the completion of the investigation by the Division Director or designee.
- N. The Division Director or designee shall notify the appropriate licensing or registration board, if the incident involved a licensed or registered professional, and the appropriate state or federal agency, including the appropriate state licensing agency of the program, if applicable, upon a finding of: 1) abuse, mistreatment, neglect, misappropriation of resident/client property, or significant injury; 2) failure to report such instances by a licensed or registered professional; or 3) failure by a member of a board of directors or high managerial agent to promptly take corrective action.
- O. The Division Director or designee shall notify the resident/client, the guardian of the resident/client, if applicable, and the reporter of the results of the investigation, unless otherwise prohibited by law.
- P. The Division Director or designee shall, at the conclusion of the PM 46 investigation, notify the DHSS employee (or the agency director for contract providers) of the verified or unverified status of the PM 46 investigation, unless otherwise prohibited by law.

## VI. IMPLEMENTATION

- A. This policy shall be effective 05/23/97.
- B. In carrying out this policy, all parties must protect the confidentiality of records and persons involved in the case, and may not disclose any investigative report except in accordance with this policy.

Carmen R. Nazario  
Carmen R. Nazario, Secretary  
Delaware Health & Social Services

CONTRACT  
FOR

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BETWEEN

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES**  
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH

AND

---

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of Substance Abuse and Mental Health (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

A B) Administrative Requirements

1. Contractor 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 Contractor'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 Contractor in their negligent performance under this Contract.
2. The Contractor 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 Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

	a) Comprehensive General Liability	\$1,000,000
and	b) Medical/Professional Liability	\$1,000,000/\$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000



discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.

10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements  
Appendix B - Services Description  
Appendix C - Contract Budget  
Attachment 1 - Policy Memorandum 46

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.

Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

19. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for

the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

20. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

21. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
22. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
23. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, if required by the State of Delaware Budget and Accounting Manual, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt

of an itemized invoice from the Contractor in accordance with the payment schedule, if any. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Attachment 1 to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. When required by Law, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E) Authorized Signatures:

**For the Contractor:**

\_\_\_\_\_  
Date

**For the Department:**

\_\_\_\_\_  
Vincent P. Meconi      Date  
Secretary

**For the Division:**

\_\_\_\_\_  
Renata J. Henry      Date  
Director