



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

**REQUEST FOR PROPOSAL NO. PSCO-649**

**FOR**

**ELDERLY AND DISABLED PROGRAMS: ADULT LIFE SKILLS, COMMUNITY LIVING  
RESPITE, STATEWIDE RESPITE AND ASSISTED LIVING SERVICES**

**FOR**

**THE DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL DISABILITIES  
HERMAN M. HOLLOWAY SR. CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DE 19720**

Deposit                      Waived  
Performance Bond        Waived

**Date Due: APRIL 26, 2005  
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on March 31, 2005 at 11:00 AM at the Herman M. Holloway Sr Campus, Main Admin Bldg, 3rd Floor Training Room #301, 1901 N. DuPont Highway, New Castle, DE 19720.

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

REQUEST FOR PROPOSAL #PSCO-649

Sealed proposals for Elderly and Disabled Programs: Adult Life Skills, Community Living Respite, Statewide Respite and Assisted Living Services for the Division of Services for Aging and Adults with Physical Disabilities, Herman M. Holloway Sr. Campus, 1901 N. DuPont Highway, 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. Campus, New Castle, Delaware 19720, until 11:00 A.M. local time, on April 26, 2005. At which time the proposals will be opened and read. A **mandatory pre-bid meeting will be held on March 31, 2005 at 11:00** at the Herman M. Holloway Sr. Campus, Delaware Health and Social Services, Third Floor Training Room #301, 1901 N. DuPont Highway, New Castle, DE 19702. For further information concerning this RFP, please contact **Mary Ellen Saunders (302) 255-9360**. All RFP-PSCs can be obtained online at <http://www.state.de.us/dhss/rfp/dhssrfp/htm>. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or 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  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
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.**

**STATE OF DELAWARE**

**DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES**

**DIVISION OF SERVICES FOR AGING AND  
ADULTS WITH PHYSICAL DISABILITIES**



**REQUEST FOR PROPOSAL PSC # 649**

**For the following programs serving people with disabilities and the elderly:**

**ADULT LIFE SKILLS SERVICES**

**COMMUNITY LIVING RESPITE SERVICES**

**STATEWIDE RESPITE SERVICES**

**ASSISTED LIVING SERVICES**

**March 2005**

RFP can also be found at: <http://www.state.de.us/dhss/rfp/dhssrfp.htm>

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## **SECTION I – INTRODUCTION and PROJECT OVERVIEW**

Delaware Department of Health and Social Services, Division of Services for Aging and Adults with Physical Disabilities, (henceforth referred to as “The Division”), has as its mission, to improve and maintain the quality of life for Delawareans who are elderly, or who are at least eighteen years of age with physical disabilities. The Division is committed to the development and delivery of consumer driven services, which maximize independence through individual choice in the least restrictive environment possible enabling individuals to continue living active and productive lives, and protecting those who may be vulnerable or at risk.

The Division’s goals for these programs are to encourage inclusion in the community in compliance with the principles of self-determination which are:

- freedom to plan a real life
- ability to control a limited amount of resources
- support to build a life in one’s community
- responsibility to give back to one’s community
- confirmation that program goals and outcomes will be achieved.

Additional information about the Division may be found on our website at [www.dsaapd.com](http://www.dsaapd.com).

This package is your application for funding. It is your Request for Proposal (RFP), containing Budget Pages with instructions, instructions for the development of a Plan of Work, Service Specifications w/Goals and Objectives Form, evaluation criteria and all of the information necessary to complete the application.

## **SECTION II - SCOPE OF WORK**

The Division engages in many activities to support its mission. This includes contracting with outside vendors to provide a wide range of home and community based services. The services may be offered statewide or in one or more counties.

The purpose of this RFP is to procure the following services focusing on the needs of Delawareans 60 years of age or older and adults with physical disabilities.

**Statewide Respite Services  
Adult Life Skills Services  
Community Living Services  
and  
Assisted Living Services**

DSAAPD has developed "service specifications" for the **Statewide Respite, Adult Life Skills and Community Living Respite** programs. The specifications include service descriptions, client eligibility, standards for service, Goals and Objectives, reporting requirements, and other relevant information. The specifications for these services are included in Attachment A. These

specifications will be your guiding principles in the development of your proposal. Read them carefully and complete the Goals and Objectives Sheet at the end of the specifications. Additional guidance for **Assisted Living** services may be found in this Section, Item D.

The following is a brief description of each of the services:

## **A. STATEWIDE RESPITE**

Statewide Respite is a service for Delaware residents which provides at-risk adult persons who have a disability or who are infirmed, or chronically ill, with the necessary support in the activities of daily living in the absence of the primary caregiver. These respite services relieve primary caregivers **who provide 24-hour care**. The infirmed person is either cared for in the home, or by temporary placement in a long-term care/residential facility.

Two distinct populations are served in the Statewide Respite program.\* Service is provided to those who are 60 years of age and older and service is also provided to people with disabilities, 18 to 59 years of age. You may bid to serve only one of the target populations or both populations. The available funding will determine the amount of service to be allocated to each group. Statewide Respite is a fee for service program. A proposed fee schedule must be included with your proposal.

**\*A separate budget must be submitted for each population you would like to serve (one (1) budget to serve the elderly 60 and over ; one (1) budget to serve the disabled, 18 to 59 years of age).**

## **B. ADULT LIFE SKILLS**

The Adult Life Skills Program, i.e. Community Access Program is a consumer-driven program that, provides residential transition support, life skills training, and independent living training to adults with physical disabilities, ages 18 to 59. The purpose of the program is to promote greater independence and self sufficiency. The program can be used to facilitate the transition from a residence where the person is more dependent to a residence where the person is more independent.

## **C. COMMUNITY LIVING RESPITE**

The Community Living Respite Program provides adults with physical disabilities, ages 18 to 59, with the opportunity to access resources in the community to meet their needs and/or interests while providing respite opportunities for their caregivers. The program supports the principles of self-determination which are freedom, authority, support, and responsibility. This service is provided in Sussex County only.

## **D. ASSISTED LIVING SERVICES**

Assisted Living services are requested for physically disabled persons at one (1) facility, Pioneer House, located in New Castle County.

The State of Delaware assisted living regulations can be obtained from the Delaware Department of Health and Social Services Division of Long Term Care Residents Protection by calling 577-6673.

## **PIONEER HOUSE -ASSISTED LIVING SERVICES FOR THE DISABLED**

DSAAPD is seeking a provider to develop and operate an assisted living program which provides 24 hour service to four (4) Medicaid eligible residents, 18 to 59 years of age, who have a physical disability as their primary disability. The service will be provided in a community setting in New Castle County at:

Pioneer House  
413 Salem Church Road  
Newark, De. 19702

The program serves the physical, medical, emotional and social needs of these residents and should provide all components needed to operate a comprehensive community based long term care continuum of service. In addition, it should promote consumer-driven independence and self-determination in an environment that encourages and supports the Principles of Self-Determination and enables the individual to live in an environment as homelike as feasible. Only operational/program costs will be funded, and no funds can be used for capital expenditures.

The Division is requesting applications to provide the above services for the period ***July 1, 2005 through June 30, 2006.***

Particular attention should be given to the Technical Proposal Section V. You are expected to explain how you will deliver the services (your plan of work), the qualifications of your staff and your budget. A Budget Narrative must be included in your proposal as well. It is intended to fully explain your budget. Read the Budget section thoroughly and follow the instructions completely. **Any agency not addressing this section appropriately will have its proposal returned.** Budget forms and instructions are located in Attachment B.

A contract between the Department and the contractor shall consist of the Department boilerplate, Division requirements and the contractor's completed Request For Proposal (RFP). Because your application becomes part of the final contract if a contract is awarded, it must be treated as a legal document. Careful preparation is, therefore, advised.

## **SECTION III - GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSAL AND PROCUREMENT TIMETABLE**

Delaware Health and Social Services (DHSS) is requesting proposals for home and community based services for persons 60 years of age and older and persons with physical disabilities who are 18 years of age or older.

### **Contracting Officer**

The contracting officer is Sandra Skelley, Procurement Administrator, Delaware Department of Health and Social Services, Division of Management Services.

## **Proposal Submission Requirements**

**Two (2) copies with original signatures and four (4) additional signed copies of the proposal must be submitted.** These must be received by the Department on

**APRIL 26, 2005  
11:00 AM**

Any proposal received after this time and date will be automatically rejected and returned unopened to the bidder.

**Important Delivery Instructions:** Delivery of the proposal is the sole responsibility of the bidder. In order to make sure that your bid is received by the Division of Management Services on the date and time specified above, bidders are encouraged to use one of the following recommended delivery methods: hand delivery, Federal Express or United Parcel Service. It is the applicant's responsibility to insure that the proposal is received by the Division of Management Services on time. **Late proposals will not be accepted.**

Proposals should be sent to:

Ms. Sandra Skelley, Procurement Administrator  
Delaware Department of Health & Social Services  
Division of Management Services  
Procurement Office  
Herman M. Holloway Campus  
Administration Building 2nd Floor  
1901 N. DuPont Highway  
New Castle, Delaware 19720

Any amendments to the proposal as originally submitted which are not required by the Department, must comply with the requirements of this section, and must be received on or before the due date previously specified.

### **Issuing Officer**

This Request for Proposal (RFP) is issued by the State of Delaware, Delaware Department of Health and Social Services. The issuing officer for the Division is the sole point of contact from the date of release of this RFP, until selection of the successful bidder. All questions and requests for clarification shall be submitted in writing to:

Mary Ellen M. Saunders, Issuing Officer  
Division of Services for Aging and Adults with Physical Disabilities  
1901 N. DuPont Highway, Main Annex  
New Castle, Delaware 19720

Questions will only be accepted if submitted in writing and received by the issuing officer on or before the date specified below under **Procurement Schedule**. Responses will be made in writing.

## **Procurement Schedule**

The following schedule is anticipated for the procurement process:

<b>Advertise RFP</b>	<b>March 21, 2005 &amp; March 28, 2005</b>
<b>Written Questions will be accepted</b>	<b>March 21 2005 thru April 4, 2005 3:30 PM</b>
<b>Pre-Bid Meeting (MANDATORY)</b>	<b>March 31, 2005      11:00 A.M.</b>
<b>Responses to Written Questions</b>	<b>April 6, 2005</b>
<b>Bid Opening - Applications due</b>	<b>April 26, 2005   11:00 A.M.</b>
<b>Evaluation and Selection Process</b>	<b>May 10, 2005</b>
<b>Notification of Award</b>	<b>May 20, 2005</b>

**The Mandatory Pre-Bid meeting will be held at the:**

**Delaware Department of Health Social Services  
Main Administration Building  
Third Floor Room 301  
1901 N. DuPont Highway  
New Castle, De. 19720**

***11:00 A.M.  
March 31, 2005***

### **DIRECTIONS FROM RTE 13 NORTH**

Take Route 13 south to just before the I 295 overpass. Turn right at traffic light at entrance of Delaware Health and Social Services Campus. Drive around the traffic circle at the entrance to the South Loop, last road exiting the circle before you leave the campus again. Drive to top of driveway. Main Administration Building is on the right at the top of the drive. Parking is in front and to the side of the building. Take the elevator at the front of the building to the 3<sup>rd</sup> Floor, Room 301.

### **DIRECTIONS FROM RTE 13 SOUTH**

Take Route 13 North past the I 295 overpass. Turn left at the first cross street that allows a left turn. Go back South on Rte. 13 to the first traffic light which is at the entrance of Delaware Health and Social Service Campus. Drive around the traffic circle at the entrance to the South Loop, last road exiting the circle before you leave the campus again. Drive to top of driveway. Main Administration Building is on the right at the top of the drive. Parking is in front and to the side of the building. . Take the elevator at the front of the building to the 3<sup>rd</sup> Floor, Room 301.

### **Delaware Business License Application**

All for-profit agencies are required to have a current Delaware business license. To obtain a license to perform work in the State of Delaware, call (302) 744-1085 and request an application. Include a copy of your current business license with your proposal. Non-profit agencies must include a copy of Form 501 C.

### **Fair Process**

The procurement process will provide for the submission, evaluation, and selection of the winning proposal in accordance with applicable State and Federal laws and regulations. The procurement process shall be fair, impartial, and honest. All bidders shall be accorded fair and equal treatment prior to the submission date specified in the RFP with respect to any opportunity for written clarification.

### **Cost of Proposal**

Costs for developing and submitting the proposals are the sole responsibility of the bidders. The Department will provide no reimbursement for such costs.

### **Withdrawal of Proposals**

Once submitted, a proposal shall remain a valid proposal for at least 150 days after the proposal date. A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Department, signed by the bidder, within 72 hours after the proposal due date that is indicated in the Procurement Schedule Section of this RFP.

### **Disposition of Proposals**

All proposals become the property of the State of Delaware and will be a matter of record subject to the provisions of Delaware statutes. The State of Delaware shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **Investigation of Contractor Qualifications**

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 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.

### **Notice of Contract Award**

Written notice of contract award will be sent to all bidders.

## **Debriefing**

If a bidder wishes to request a debriefing, a formal request letter **must** be submitted to:

Sandra Skelley, Procurement Administrator  
Herman M. Holloway Campus  
Delaware Health and Social Services  
Main Building – 2<sup>nd</sup> Floor  
1901 N. DuPont Highway  
New Castle, De. 19720

This letter of request **must** be received within 10 days of receipt of “Notice of Award”. The letter must specify reasons for the request. A debriefing is not an appeal process.

## **SECTION IV - TERMS AND CONDITIONS**

### **Reserved Rights**

Notwithstanding anything to the contrary, the Department reserves the right to:

Select proposals other than that with the lowest cost;  
Reject any and all proposals received in response to this RFP;  
Waive or modify any information, irregularities or inconsistencies in proposals received;  
Negotiate as to any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time; and,  
Terminate negotiations and select the next responsive bidder, prepare and release a new RFP or take other action as deemed appropriate, if negotiations fail to result in an agreement.

### **Model Contract**

The Department boilerplate with attached Division Requirements can be found in Section VII of this RFP. Together, this is referred to as the “Model Contract”.

### **General**

The contract between the Department and the contractor shall consist of the Model Contract and the contractor’s completed Request For Proposal (RFP).

### **Subcontracts**

The contractor is fully responsible for all work performed under the contract, and must get prior written approval for all subcontract(s) for carrying out certain functions under the contract. Copies of subcontracts must be sent to the Division. No subcontract, with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.

### **Length of Contract**

The contract will begin on **July 1, 2005** after signing of the contract and issuance of the purchase order by the Department of Finance, and shall end on **June 30, 2006**.

## **Option to Renew**

The option to renew annually, up to six (6) years, will include review of the following:

1. Current performance
2. Need of service to the State
3. Funding availability to contract for services
4. Approval for any cost increase requested by the vendor

## **Funding Source**

This project may be funded by State or Federal funds or a combination of both, through the Delaware Department of Health and Social Services and the Division of Services for Aging and Adults with Physical Disabilities, respectively.

## **Confidentiality**

The contractor shall safeguard any client information obtained during the course of the project, and will not use this information for purposes other than required by the contract and in accordance with HIPAA (Health Insurance Portability and Accountability Act).

## **General Reporting Requirements**

All programs funded by the Division must submit Program and Financial Reports as required. All programs funded by Title III of the Older Americans Act must submit National Aging Program Information System (NAPIS) Forms as required by law.

## **Monitoring**

The contractor will be monitored on-site on a regular basis by the Division of Services for Aging and Adults with Physical Disabilities. This monitoring will be based upon the contract, laws, rules, regulations, and the standards for the program. The contractor must also comply with the appropriate policies of the Department and the Division. **Failure of the contractor to resolve problems(s) identified in the monitoring may be cause for termination of the contract.**

## **Forms**

The forms in this packet should not be altered in any way. We recommend that these forms be used as masters from which you make copies for work sheets. **For clarity, the final document should be typed onto the original forms from this packet.**

Reproduced copies must be reasonably centered and legible so that no portion of the data is omitted. Computerized forms generated by applicants are admissible, but must replicate the forms provided in this RFP. Significant differences may result in rejection of the entire application.

More specific instructions accompany the section containing the forms. These instructions should be followed explicitly. Failure to do so will cause delay and/or possible rejection of your entire application.

**Availability of Funds**

Any contract awarded will be subject to the eventual availability of funds.

**Audit Requirement**

One (1) copy of the latest agency audit must be attached. Circular A-133 audits are required for some agencies receiving \$300,000 or more in Federal awards during the most recent audit year.

**Emergency Preparedness Plan**

Provide a copy of your plan of action describing how you would ensure that clients are cared for during an emergency or catastrophic event. This would include any state of emergency resulting from a natural or man-made disaster.

**Insurance Documentation**

If selected, a copy of a current Insurance Certificate, which meets the Administrative Requirements, Item # 2. of the Model Contract (Section VII), must be provided. The copy must include agency name, date of coverage, and coverage limits. It must also list the Division Representative as a Certificate Holder.

**Volunteers / Procedures**

Each Service Provider utilizing volunteers to work with clients shall have written procedures governing the training and supervision of volunteers. Volunteers shall receive a written job description, orientation to their duties, and training. Annual performance evaluations are recommended but not required. Information regarding volunteers must be made available to the DSAAPD monitor and becomes the property of the Division in case of contract termination.

**Code of Conduct**

No Division employee or agent of the Division shall solicit or accept gratuities, favors or anything of monetary value from a service provider, contractor, or potential contractor.

No paid or volunteer staff person of any service provider may solicit or accept gratuities, favors or anything of monetary value from program participants, or offer for sale any type of merchandise or service; nor may they seek to encourage acceptance of any particular belief or philosophy by any program participant.

**Visibility & Client Recruitment**

Service Providers must publicize their services to assure that eligible persons throughout the service area know about the availability of services. All written materials used to publicize the program must acknowledge the Division as the funding source.

## SECTION V - PROPOSAL FORMAT AND INSTRUCTIONS

### General Instructions

**All submitted proposals must follow the format presented in this section. Proposals must also be complete and accurate. Failure to follow this instruction may result in automatic rejection and return of your proposal without consideration for the project.**

Each page of the proposal, narrative, and forms should be numbered and identified with the agency name as it appears on the Application Title Page, as found in this package under Attachment C or a reasonable and clear abbreviation. The proposal shall be bound and labeled, and **must** include the items identified and follow the order shown in the Proposal Response Table of Contents (Attachment C). This Table of Contents should accompany the application and reference appropriate page numbers. Each section of the proposal should be clearly marked and tabbed for reference.

### I. APPLICATION : Required Forms and Transmittal Letter

The following Items A through G list the forms that must be completed and signed by an individual authorized to legally bind the bidder and must be included in your proposal. Item H, a Transmittal Letter, as described below, must also be submitted.

#### A. Proposal Response Table of Contents (Attachment C)

- Each application **must** contain all items listed in the **Proposal Response Table of Contents**. (Attachment C)
- Each item in the application must be in sequential order of this Proposal Response Table of Contents.
- Each page of the application must be numbered, preferably in the lower right hand corner. The number of the first page of any item having more than one page will be the page number to be shown in the Proposal Response Table of Contents.

#### B. Bidder's Signature Form (Attachment C)

This page is the first page of your proposal and shall contain:

- Name of Bidding Agency
- Signature of Authorized contracting staff member
- Printed / typed name of authorized contracting staff member
- Mailing address of bidding agency
- Name, Telephone, and Fax number(s) of agency contact person for the proposal
- Bidding agency's Federal Employer Identification Number
- The final statement on the form must include Company/Agency Name.

#### C. Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Attachment C)

**Note: MUST BE NOTARIZED One copy only.**

The form is self-explanatory.

## **Definitions**

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by a woman, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For Certification in one of above bidder must contract:

Mary Schrieber

Office of Minority and Women Business Enterprise

(302) 739-7830 X 34

Fax (302) 739-7839

## **D. Compliance Form (Attachment C)**

This form is included in Attachment C and must be completed and signed by an individual authorized to legally bind the bidder.

## **E. Certification Sheet (Attachment C)**

This form is included in Attachment C and must be completed and signed by an individual authorized to legally bind the bidder.

## **F. Notification to Bidders- History of State Contracts (Attachment C)**

Bidders shall list all contracts awarded to it and 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 will 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.

The Notification to Bidders form is included in Attachment C. It must be completed and signed by an individual authorized to legally bind the bidder.

## **G. Application Title Page (Attachment C)**

This page shall include the RFP number, the name of the program or project for which the RFP was issued, the name of the Division and the program funding source, the dates of service covered by the proposal and, the name and mailing address of the agency submitting the proposal.

## **H. TRANSMITTAL LETTER**

The Transmittal Letter shall be in the form of a standard business letter and shall be marked "**Section I: Transmittal Letter**". An individual authorized to legally bind the bidder shall sign it. It shall include at a minimum:

- A statement indicating that the bidder is a corporation or other legal entity and satisfies all licensing requirements of the State or Federal law.
- A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.
- A statement that proposed services satisfy the requirements established in the RFP.
- A statement of affirmative action that the bidder does not discriminate in its employment practice with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A statement that the bidder will comply with all terms and conditions as indicated in the General Instructions for Submission of Proposals Section III, Terms and Conditions Section IV and in the Model Contract Section VII, included as part of this RFP, except as to modifications mutually agreed upon by the contractor and Department.
- A statement that the bidder has the capability to provide the services requested through this RFP.
- A statement that the bidder will comply with the requirements of The Americans with Disabilities Act of 1990 (ADA) and the terms and conditions of the Department Boilerplate including the Divisional Requirements.

## II. TECHNICAL PROPOSAL

This section should be labeled “Section V., II: Technical Proposal”.

### A. Corporate Qualifications (30 Points)

Describe the organization’s expertise in area of the proposed project, and experience in operating any similar projects. A summary of similar current and completed projects should be included with a description of the needs and characteristics of clients currently being served. Also supply three (3) references of people who will receive no financial gain or are not members of the board. Give a contact person, name of organization and telephone number.

### B. Work Plan (35 Points)

This section must explain your approach for operating a program. If applicable, you must explain how it will meet the Service Specification requirements (Attachment A).

A Work Plan description must include information for each of the following areas:

1. Service Goal
2. Service Area (geographical)
3. Service Location (address, available space, accessibility and hours/days of operation)
4. Time frames to accomplish Work Plan
5. Plans to meet the service standards of the program included in the Service Specifications, if applicable.
6. Describe each of the services that will be offered in the assisted living facilities and how they will meet the physical, emotional, and social needs of the residents.
7. Describe the outreach activities you will use to recruit clients and staff; emphasize the activities for targeted groups.
8. Explain how cost for the project will be covered i.e., fee-for-service, completely subsidized or other support.
9. Describe your internal evaluation and monitoring system.
10. Describe linkages established with other agencies.

Proposals will be evaluated by the soundness of the bidder’s proposed approach to operating the program. Emphasis will be given to the comprehensiveness of the bidder’s understanding of the tasks to be completed and the methodologies to be used.

### C. Project Staffing & Organization (35 Points)

- Identify the number and type of staff involved in the project, including identification of the bidder’s project manager.
- Summarize their qualifications related to specific requirements of this project.
- Summarize their experience in operating and evaluating similar programs.
- Include resumes of professional staff.

- Job descriptions for all project staff must be included. Descriptions **must** include the hours the staff person works each week and the number of hours assigned to this program each week.
- A Program Organizational Chart **must** be included. If you operate more than one program, also include an Agency Organizational Chart showing the line of authority.
- The Service Specifications with completed Planned Service Units with Goals and Objective Sheet, where applicable, must be included.

### **III. BUDGET PROPOSAL**

This section should be labeled “**Section V., III: Budget Proposal**”.

#### **A. Budget Narrative**

The Budget Narrative is intended to more fully explain items and costs associated with the Budget Schedule(s) you will complete for this project proposal. Every effort should be made to supply a clear, concise, and accurate narrative. Some of the general topics that should be addressed include, but are not limited to:

- Justification should be given for budgeted items based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used.
- Explain the method of allocation for specific costs prorated to the program based on the agency’s total budget.

It is important that the bidder provide any information that may help reviewers understand items in the budget.

The contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in the Request for Proposal.

#### **B. Budget Form (s)**

Complete the required budget schedule(s) according to the instruction provided. Budget Forms and Instructions. (Attachment B)

### **IV. APPENDICES**

#### **APPENDIX I: RESUMES OF PROFESSIONAL STAFF**

Provide the resumes of all professional staff that will be working with the project. This should include any staff members identified by name and title on the Salary Back Up Schedule(s) provided in the budget forms section of the RFP.

## **APPENDIX II: JOB DESCRIPTIONS**

Provide a formal job description for all staff members involved in this program. This should be included for all budgeted positions.

## **APPENDIX III: AGENCY AND PROGRAM ORGANIZATIONAL CHARTS**

Provide your agency's organizational chart as it relates to this program's staff.

## **APPENDIX IV: SERVICE SPECIFICATIONS**

Attach the Service Specifications with completed Goals and Objectives Sheet found in Attachment A, that are related to the program for which you are requesting funding, if applicable.

## **APPENDIX V: AUDIT**

Provide a copy of your agency's most recent audit.

## **APPENDIX VI: EMERGENCY PREPAREDNESS PLAN**

Provide your plan of action in case of emergency as explained in Section VI.

## **APPENDIX VII: DELAWARE BUSINESS LICENSE OR FORM 501 C**

Provide a copy of your Delaware Business license or, if not applicable, a copy of Form 501 C.

## **SECTION VI - PROPOSAL EVALUATION**

Delaware Department of Health and Social Services (DHSS) will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP that comply with the due dates specified in Section III of this RFP. Selection of the successful bidder will be based on the proposal that is determined to be in the best interest of the Department, taking into consideration criteria set forth in this RFP. The Department reserves the right to reject any or all proposals received, or cancel this RFP, regardless of evaluation, if it is determined to be in the best interest of the Department.

### **TECHNICAL REVIEW**

A Technical Review Committee will evaluate each proposal. Committees may consist of staff from the Division and Department and/or members of the community. An oral presentation by the bidder may be requested.

## **RANKING OF PROPOSALS**

The evaluation committees will recommend proposals with the highest total points from Section VI. The final decision to contract will be made by the Director of the Division of Services for Aging and Adults with Physical Disabilities. The following represents the basis used for determining total points:

**CORPORATE QUALIFICATIONS (30 POINTS)**

**WORK PLAN (35 POINTS)**

**PROJECT STAFFING AND ORGANIZATION (35 POINTS)**

## **EVALUATION - MANDATORY REQUIREMENTS**

Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. Proposals that fail to satisfy all of the criteria of this category may not be considered further for the award of a contract. Specific requirements are as follows:

1. Two (2) original signatures and four (4) additional signed copies of the proposal
2. Transmittal letter signed by an officer of the organization, or authorized designee
3. Acceptance of General Instructions and Terms and Conditions of the RFP and Model Contract by inclusion in the proposal, or specific exceptions noted
4. Stipulation that the bid terms will remain in effect for at least 150 days
5. Proof of intent to acquire adequate insurance as required in the Model Contract (such as a quote from your insurance company)
6. Most recent audit report.
7. Copy of current business license or Form 501 C
8. Notification to Bidders - History of State Contracts
9. Office of Minority and Women Business Enterprise Self-Certification Tracking Form

## **PROGRAM COST**

The Department reserves the right to award this contract to a bidder other than the one with the lowest cost. While an integral part of the bid process, cost will be balanced against the score received by each bidder in the rating process described above.

## SECTION VII - MODEL CONTRACT

Contract No. \_\_\_\_\_

CONTRACT FOR

\_\_\_\_\_  
SERVICES  
BETWEEN

DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL DISABILITIES  
AND  
\_\_\_\_\_

### A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (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.)

### 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

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not 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

Appendix .....

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.
19. 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.
20. 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.

21. 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.

22. 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.
23. 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.
24. 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 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**

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 Appendix \_\_\_\_\_ 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.

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."

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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

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

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

## **DIVISIONAL REQUIREMENTS**

1. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications for the contracted service.
2. This agreement is subject to the availability of State and/or Federal funds.
3. The Division shall have the right to disapprove any expenditure made by the contractor that is not in accordance with the terms of this agreement and the Department may adjust payment to the contractor accordingly.
4. The contractor agrees to submit quarterly (or monthly, if applicable) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the DSAAPD Policies and Procedures Manual, Section X. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
5. The Contractor's fiscal records and accounts, including those involving other programs, which may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
6. Contractors are responsible for yearly audits. Contractors receiving Federal funds must comply with the requirements of the Federal office of Management and Budget (OMB) Circular A-133.
7. The contractor agrees that the project will be carried out in accordance with the provisions of the Older Americans Act, the Rules and Regulations governing the Act (45 C.F.R., Part 1321, if applicable), and the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.
8. The contractor agrees to participate in training sessions sponsored by the Division that will enable paid and volunteer project personnel to perform more effectively on the project.
9. The Title III contractor agrees to actively seek qualified older persons for paid positions on the project. Job descriptions for vacant positions will be forwarded to the local Title V, Senior Community Service Employment Program and Job Service office. In selecting individuals for employment, the contractor agrees to interview and give preference, first to Title V, SCSEP participants, and second, to older persons who are qualified applicants.
10. The Title III contractor agrees to make provision for volunteer opportunities for older persons, when possible.
11. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
12. The contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.

13. The contractor agrees that when the project is publicized through the news media or other sources, the Division of Services for Aging and Adults with Physical Disabilities will be mentioned as a funding source.
14. For Federally funded programs, HHS form 690 (Assurance of Compliance) and an Affirmative Action Agreement are incorporated by reference and made part of this agreement.
15. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
16. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the legislature and/or Congress.
17. All Title III contracts, except Title III E, must be matched by 15% of non-federal funds. These funds may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.
18. All cost reimbursement contracts which are paid with advance monthly or quarterly state or federal funds by the Division to the contractor, in excess of actual expenditures, incurred and paid by the contractor, will be returned to the Division or will be classified as carryover funds. DSAAPD reserves the right to withhold advances for the final month of the contract pending acceptance of the contractor's 4<sup>th</sup> Quarterly financial report.
19. Unit cost contracts will be reimbursed per service unit at a predetermined fixed rate. Any actual costs that are over the predetermined rate shall be borne by the provider and not the Division. In the event that actual costs are less than the predetermined fixed rate reimbursement to the contractor, the funds may be retained by the provider except as stipulated in Number 24 listed below.
20. The contractor agrees to identify all outstanding obligations as part of the final financial report due twenty (21) days following the termination of said contract. This identification should provide a detailed list of all outstanding obligations. The contractor also agrees that all outstanding obligations must be paid within ninety (90) days of the contract termination date. Any outstanding obligations submitted to the Division after ninety (90) days of the end of the contract **will not be paid** by the Division. (For Federal year contracts, outstanding obligations are due 12/31. For State year contracts, outstanding obligations are due 9/30.)
21. Any changes in the line items of the budget must be in compliance with DSAAPD's *Contract Management Policies and Procedures Manual Log. No. X-D*, Contract Modifications/Amendments. Non-compliance will result in a disallowed cost and audit finding.
22. Notice of any vacant staff positions included in the Salary Back Up Schedule and paid for by DSAAPD funds, must be given to the Division if the position remains vacant for longer than 2 weeks. DSAAPD funds appropriated for positions that are vacant for any period of time will revert to the Division.

23. The Division is committed to compliance with all precepts and guidelines in the Americans with Disabilities Act.
24. In reference to Item #11 C of the Department boilerplate, the purpose of this clause is to extend the period of notice required by the Contractor to terminate this Agreement without cause to ninety (90) calendar days written notice to the Division.
25. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
26. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.
27. The Contractor agrees to provide the Division with a copy of their Emergency Preparedness Plan which describes how they ensure that clients are cared for during an emergency or catastrophic event. This would include any state of emergency resulting from a natural, chemical, or biological disaster, etc.

# **ATTACHMENT A**

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## **SERVICE SPECIFICATIONS**

**STATEWIDE RESPITE**

**ADULT LIFE SKILLS SERVICE**

**COMMUNITY LIVING RESPITE SERVICE**

## **SERVICE SPECIFICATION # VII**

*Revised 10/18/04*

### **STATEWIDE RESPITE CARE**

(Formerly Statewide Respite and Statewide Expansion Respite)

#### **I. SERVICE DEFINITION**

Statewide Respite is a service for Delaware residents which provides at-risk adult persons who are infirmed, disabled, or chronically ill, with the necessary support in the activities of daily living in the absence of the primary caregiver. Respite Care relieves the primary caregiver from 24-hour care of an infirmed person either in the home or by temporary placement in a long-term care/residential facility.

These specifications delineate service for two distinct populations. The level of funding will determine the amount of service allocated to those 60 years of age and older and people with disabilities 18 to 59 years of age.

#### **II. SERVICE GOAL**

The goal of Respite Care is to give caregivers the opportunity for total relief from stress and exhaustion of caring while assuring continuous care for an infirmed person.

#### **III. SERVICE UNIT**

The unit of service for Respite Care may be either hourly or daily depending on the extent and type of service rendered. The provider shall develop three rate schedules, as applicable:

- An hourly rate for in-home respite care.
- A 24-hour rate for in-home respite care given in excess of eight-hour segments.
- A daily rate for institutional setting respite services. Institutional respite is defined as respite provided in a licensed nursing home facility or licensed assisted living facility.
- The number of Respite hours will be determined by the agency during assessments and reassessments and will not exceed 260 hours per client per contract year. Each day of institutional respite counts as 24 hours of service toward the maximum limit of 260 hours per client per contract year.

#### **IV. SERVICE AREA**

The Respite program is available to all infirmed persons within Delaware subject to availability of the service. Providers may apply for sub-areas of the state.

## V. SERVICE STANDARDS

Respite services must meet or exceed the following standards:

- The Agency must meet and comply with all Federal, State and local rules, regulations and standards.
- Agency must be able and willing to provide Respite Care seven (7) days a week with extended hours as needed.
- The agency must be prepared to provide the following service components based on the participant's individualized care plan:
  - Household duties: light cleaning, laundry and meal preparation
  - Personal care, such as: bathing, shampooing, shaving, dressing, toileting
  - Companionship
  - Training/Instruction
- Statewide Respite is a fee-for-service program. Service Providers shall develop a fee schedule that must be approved by the Division and that is reviewed annually and revised, as needed. The Service Provider may request a waiver of the fee on a per client basis. No client will be denied service based on inability to pay.
- At the time of the initial assessment, the cost of the service must be explained to both the caregiver and the client. It should be further explained that these programs require a fee and that all fees collected are used for additional units of program service. A signed agreement should be kept in the client's file. This agreement should be updated annually or upon request of the client.
- Screening of all referrals for service must be completed within five (5) working days of receipt, including identification of possible eligibility for respite care funded from a source other than this program.
- Assessments, reassessments and care plans must be done by a Registered Nurse (RN) or, by a Licensed Practical Nurse (LPN), with the RN supervisor co-signing the assessments, reassessments and care plans.
- The Agency shall prepare an Individualized Care Plan for the client. The Plan must identify those services to be provided to the client while the caregiver is relieved. The caregiver must play an integral role in the development of the care plan to ensure that the hours of service provided meet the needs of the caregiver. The client's concerns and desires should be considered in the development of the plan.
- Clients must be reassessed every three (3) months to determine if services currently provided through the program continue to meet the needs of the client; and, to revise the plan of care, as necessary. Any observed changes must be immediately noted in the client plan of care.
- A caregiver assessment must be completed at the initial interview and every 90 days thereafter. These written assessments of the **caregiver's needs** should become part of the client's permanent case file, and be available for review during monitoring or other auditing sessions. Caregiver assessments should

be detailed and thorough, with adjustments in service hours where applicable, to ensure the caregiver's needs remain the primary focus and are being met to the best of the provider's ability.

- All plans of care and other participant records must be kept in a secure location to protect confidentiality.
- All staff providing the service must be fully trained and professionally qualified, with supplemental training provided as appropriate to handle all the special populations included in this program.
- All staff providing patient care must be in such physical and mental health as to not adversely affect the health of the client or the quality of care he/she receives
- The agency must maintain records and submit reports quarterly or more frequently if requested by DHSS.

## **VI. PROHIBITED SERVICE**

Respite service may not include any of the following:

- Respite Service provided to persons receiving personal care service. (Exceptions must receive written approval from Division Contract Manager)
- Nail or foot care of diabetics
- Lawn care, garden care, raking or snow removal
- Assistance with heavy-duty cleaning, furniture moving, or other heavy work
- Financial or legal advice or services, except for referral to qualified agencies or programs
- Laundry for family members other than the eligible individual
- More than 260 hours of respite care per client per contract year.

## **VII. WAITING LISTS**

When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided, or until the applicant no longer desires services. The waiting list must be managed in accordance with DSAAPD policy X-I-4, Client Service Waiting Lists.

The service provider's guidelines for prioritizing clients on the waiting list must be in writing and available for review. In addition to the other client priorities listed in the service specifications, these guidelines may include, as appropriate:

- Danger or risk of losing support systems, especially living settings or supports necessary for self-maintenance
- Risk of institutionalization
- Significant risk of abuse or neglect
- Basic health, safety and welfare needs not being met through current supports
- Risk of functional loss without intervention or ongoing skill maintenance services
- Exhibition of behavior that presents a significant risk of harm to self or others
- Compatibility with available services.

In each case, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g. in writing and available for review).

**VIII. TYPE OF CONTRACT:** Unit Cost/Fixed Reimbursement Rate.

**IX. METHOD OF PAYMENT**

DSAAPD will reimburse the rate for each hour and/or day of eligible service based upon receipt of an invoice within ten (10) calendar days after the end of each month. Contractors, at their discretion, may bill more frequently. The minimum acceptable billing period is biweekly, with the exception of periods at the beginning or end of the contract year. Each itemized invoice submitted for reimbursement must contain the following information in order to qualify for reimbursement:

1. Client and Caregiver names
2. Number of Hours and/or Days per Client
3. Hourly and/or Daily Rate
4. Total Cost (2 times 3 above)
5. Subtract participant fees collected this billing period
6. Total amount requested to be reimbursed from DSAAPD funds

**X. REPORTING REQUIREMENTS**

A Quarterly Program Report and a Quarterly Financial Report are required and must be received by DSAAPD no later than twenty-one (21) calendar days following the end of the quarter. Each report must contain a live signature (preferably in blue ink) of the official who completed the report. The phone number and the date the report was completed are also required. A final financial report is due to the Division within ninety (90) calendar days after the program end date. Additional information can be found on these reports in the DSAAPD Policies and Procedures Manual.

**STATEWIDE RESPITE CARE**

(A separate goal sheet must be completed for service to each population: elderly and disabled)

**PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES**

**GRANTEE / AGENCY NAME:**

**PROGRAM NAME:**

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Number of Respite Aide Direct Hours					
Number of Daily Units of Service					
Number of Units of Institutional Service					
Unduplicated Number of Clients Served					
Number of New Client Assessments					
Number of New Care Plans Developed					
Number of New Caregiver Assessments					
Number of Caregiver Reassessments					
Number of Referrals to Other Services					
Number of Information-Assistance Events					

**NOTE:** The above projections (goals) are compared with actual statistics on the Service Objectives Status Form, which is Page 2 of the Quarterly Program Performance Report.

## SERVICE SPECIFICATION # XII

*Revised 3/8/2005*

### ADULT LIFE SKILLS DAY PROGRAM (Community Access)

#### I. SERVICE DEFINITION

The Adult Life Skills Day Program is a consumer-driven program that provides housing transition support, life skills training, and independent living training to adults with physical disabilities, ages 18 to 59. The purpose of the program is to promote greater independence, and self-sufficiency. The program can be used to facilitate the transition from a residence where the person is more dependent, to a residence where the person is more independent.

The program includes five components: **screening** the process of determining program eligibility; **assessment**, the collection of needed background information about consumers enrolled in the program; **person centered planning**, a specialized process used to identify individual goals; the development of an **Individual Service Plan Agreement**, which outlines steps to be taken to achieve an individual's goals; and **training and support**, which includes skill development, case coordination, and other assistance needed by consumers to implement the Individual Service Plan.

#### II. SERVICE GOALS

To provide adults with physical disabilities with the support and skills that promote maximum independence and self-sufficiency, and to facilitate the transition to assisted living and/or other appropriate housing arrangements where persons can have greater independence and maximize their contribution to the community.

#### III. SERVICE UNIT

The unit of service for this program is one hour of adult life skills services.

#### IV. SERVICE AREA

The Adult Life Skills Day Program will be provided in New Castle and Kent Counties.

#### V. LOCATION

Services can be provided at a central site or in a variety of community locations, depending on the needs of individual program participants.

#### VI. ELIGIBILITY CRITERIA

Participation in this program is limited to adults 18 to 59 years of age, who have a physical disability and reside in New Castle or Kent County. For purposes of this program, a person with a physical disability is defined as a person who has anatomical/physiological deficit and/or brain injury which: 1) is anticipated to last 12 months or more; 2) substantially affects his or her ability to function independently and carry out activities of daily living; and 3) is impractical to correct through assertive technology or home modification. Program participants must be committed to the goals of achieving maximum independence and self-sufficiency within the community.

## VII. DESCRIPTION OF SERVICES

The Adult Life Skills Program consists of the following five components:

**Screening.** The provider agency will be responsible for screening requests for services through this program and for determining applicants' eligibility.

**Assessment.** All applicants who are determined to be eligible for the program will be interviewed by provider agency staff, and approved by the provider agency Program Director. Appropriate assessment tools (e.g. the Individualized Practices Scale, the Quality of Life Scale, etc.) will be used to collect needed background information about each participant. Reassessments will be performed every 6 months or more often, as needed.

**Person Centered Planning.** Person Centered Planning is a specialized approach, which assists an individual in clarifying and focusing goals, and in determining his or her future through personal choice and decision-making. Based on information gathered during the assessment, planning sessions may be arranged for any participant or person referred, who could benefit from the process, and who desires to transition into the community or be more independent.

**Individual Service Agreement Plans.** Each person accepted for community support and skill training will work with staff from the provider agency to develop an Individualized Service Plan Agreement (ISP). The ISP will include goals and objectives, specific steps and a timeline for implementation. The plan will be signed by the participant and the provider agency with the understanding that both have joint responsibility for ensuring that the plan is carried out to the fullest extent possible. The plan will be reviewed every 6 months or more often as needed, and a written revised ISP will be developed if needed. The provider agency is responsible for establishing per capita spending limits based on actual and projected service utilization. Plans will be developed with these parameters. The program participant may remain enrolled in the program up to one year after the transition to community housing or housing which requires a greater degree of independence.

**Training and Support.** The type of training and support needed by each participant will be outlined in his/her ISP. Because the needs of individuals can vary widely, the program will offer a range of opportunities for development from initially requiring independent living skills to requiring more formal or informal training or adult education. The provider agency can provide these services directly and/or make use of resources available in the community.

Training can include classes, courses, seminars, mentoring or other sessions conducted at colleges, universities, government agencies, individualized trainers, or other institutions. Following is a list of subjects for which training could be provided as part of this program:

1. financial planning
2. budgeting
3. independent living skills such as grooming, transportation and training
4. health promotion
5. employment, self-employment or employment readiness
6. small business operation or entrepreneurship
7. understanding government systems
8. housing
9. self-advocacy

10. health insurance
11. Social Security/public benefits programs
12. community participation
13. other subjects outlined in the ISP which have been determined to be necessary
14. Training can also be experiential, including participation in activities, which will enable a consumer to develop skills to foster greater independence and self-sufficiency.

The support services needed by program participant will be detailed in his or her ISP. Again, the type and level of support will be based on individual need. Three types of supportive services will be available: coordination; transportation; and the assistance of a “community partner”.

- Coordination: Provider agency staff will work collaboratively with participants in carrying out their ISP's, providing assistance and coordination, as needed. Staff may need to assist in making appointments, navigating government services, arranging for travel, making linkages with other community services, providing information and referral services, and providing other types of support, as needed.
- Transportation: The program will provide for transportation needed by the consumer to training events and activities designated in the ISP.
- Community partners: Community partners are persons who accompany consumers and enable them to participate in program activities. Community partners may be required to assist, on request of the consumer, with certain activities of daily living such as eating or toileting, for example. For this reason, community partners will be required to receive training on issues/techniques related to the provision of care for persons with physical disabilities. Each consumer's ISP will indicate whether or not a community partner is required for participating in designated activities.
- Rehabilitation or Transition Supports such as assistive technology, Home Modification, Rehabilitation or Psychological Counseling which are needed to reach the goal of transitioning into community housing.

## **VIII. PROHIBITED SERVICE COMPONENTS**

Funds cannot be used to pay for:

- Activities or transportation to activities considered to be illegal by the State of Delaware
- Expenses or fees that the consumer would ordinarily or routinely participate in and pay for on an ongoing basis
- Personal items
- Services that would normally be paid for or could be paid for by other existing funding sources or third party payers
- Services or expenses not specified as part of or necessary to implement the ISP
- Classes or courses which have the primary goal of completing or obtaining a college degree or technical education diploma
- Services to out of state residents
- Services to meet goals which are not achievable within 3 years of signing the ISP
- Moving expenses except as approved by DSAAPD
- The services of a community partner to assist a consumer in carrying out ongoing volunteer work
- Medical, nursing or therapeutic services

## **CONSUMER CLIENT FUND**

The Consumer/Client fund was created as a resource to assist the person with a disability in eliminating barriers that prevent the move to independent living. The fund is to be used only when all other resources have been exhausted. In addition, the individual/agency must:

- Direct fund dollars in ways that support program goals.
- Use funds in honest and legal means.
- NOT use funds to pay for case management and training through the provider.

The service provider must use the guidelines above to determine the proper use of the funds. All questions pertaining to the use of this fund must be directed to your DSAAPD Contract Manager. DSAAPD retains the right to make final determination of appropriateness. Quarterly reporting requirements for the fund are detailed in section XIII.

## **IX. SERVICE STANDARDS**

- Authorized expenditures will be for those items or services, which are not already provided or paid for by third party insurers, Medicaid, state agencies or other public programs.
- The provider agency is responsible for maintaining records of service utilization and for submitting all required reports in a timely manner.
- Individual consumer files are to be considered confidential and maintained in a locked filing cabinet.
- The provider agency must comply with all State and federal guidelines related to the delivery of this service.
- Outreach for this program will be carried out by the provider agency.
- The provider agency will cooperate with the Division of Services for Aging and Adults with Physical Disabilities by providing access to program information, client records, and other data, as needed, for purposes of program monitoring and evaluation.
- If services are provided at a central site, the facility and grounds must be accessible to people with physical disabilities and meet minimal standards and requirements as outlined in the Architectural Accessibility Code in New Castle County and the Americans with Disabilities Act.
- The ISP must be signed within 15 working days after the completion of the person centered plan process (or, for persons not utilizing the person centered planning process), within 15 days after the completion of the assessment).
- If a consumer no longer meets the criteria for enrollment in the program, then termination of the ISP will be discussed. A written notice will be given to the consumer at least 30 days prior to termination from the program.

## **X. WAITING LISTS**

When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided, or until the applicant no longer desires services. The waiting list must be managed in accordance with DSAAPD policy X-A-1, Client Service Waiting List.

The service provider's guidelines for prioritizing clients on the waiting list must be in writing and available for review. In addition to the client priorities listed in the service specifications, these guidelines may include, as appropriate:

- Danger or risk of losing support systems, especially living settings or supports necessary for self-maintenance
- Risk of institutionalization

- Significant risk of abuse or neglect
- Basic health, safety and welfare needs not being met through current supports
- Risk of functional loss without intervention or ongoing skill maintenance services
- Exhibition of behavior that presents a significant risk of harm to self or others
- Compatibility with available services.

In each case, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g. in writing and available for review).

## **XI. TYPE OF CONTRACT**

Cost reimbursement

## **XII. METHOD OF PAYMENT**

No more than 1/12th of the total contract amount may be issued to the provider agency on a monthly basis.

When preparing the Quarterly Financial Report, only those costs associated with the line item budget of the contract may be included.

## **XIII. REPORTING REQUIREMENTS**

A Quarterly Program Report and a Quarterly Financial Report are required and must be received by DSAAPD no later than twenty-one (21) calendar days following the end of the quarter.

The Quarterly Program Report must include expenditures of the Consumer/Client fund. To detail the expenditure, the report must include the following information:

1. Amount of expenditure.
2. Name of client.
3. Description of service rendered, or items purchased.
4. Reason for use.
5. Documentation of all alternative funding sources researched.

Each report must contain a live signature (preferably in blue ink) of the official who completed the report. The phone number and the date the report was completed are also required.

A final financial report is due to the Division within ninety (90) calendar days after the program end date. Additional information on these reports can be found in the DSAAPD Policies and Procedures Manual.

**PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES**

**Adult Life Skills Day Program**

**Agency Name:**

**Program Name:**

<b>PLANNED SERVICE UNITS</b>	<b>FIRST QUARTER</b>	<b>SECOND QUARTER</b>	<b>THIRD QUARTER</b>	<b>FOURTH QUARTER</b>	<b>TOTAL</b>
1. Unduplicated number of consumers served by the program					
2. Number of persons assessed for Intake					
3. Number of assessed persons admitted					
4. Number of Person Centered Planning sessions					
5. Number of ISP's completed					
6. Number of successful transitions completed					
7. Number of hours of transportation					
8. Number of hours of community partner services					
9. Number of hours of outreach activities					

## SERVICE SPECIFICATION # XIII

Revised 3/4/2005

### COMMUNITY LIVING RESPITE PROGRAM COMMUNITY COMPANION RESPITE PROGRAM (SSBG)

#### I. SERVICE DEFINITION

The Community Companion Respite Program and the Community Living Respite Program provide adults with physical disabilities, ages 18 to 59, with the means to access resources in the community to meet their needs and/or interests while providing respite opportunities for their caregivers. The program is to support the principles of self-determination, which are freedom, authority, support, and responsibility.

This service provides for a **caregiver assessment**, to identify caregiver needs; **interest inventories**, to identify consumers' needs and interests; **community partners**, persons who enable consumers to visit designated community locations, and **transportation** to targeted community events and activities.

#### II. SERVICE GOAL

To provide adults with physical disabilities with opportunities for personal, social and/or educational enrichment through access to community resources and at the same time reducing stress and exhaustion for caregivers.

#### III. SERVICE UNIT

A unit of service for this program is one hour of service provided by a respite worker to an eligible consumer. In calculating the hours of service provided, the time spent in preparing for the visit and traveling to and from the client's home shall not be counted.

#### IV. SERVICE AREA

The Community Companion Respite service will be provided statewide.

The Community Living Respite service will be provided in Sussex County.

#### V. LOCATION

The service can be provided in a variety of community locations, depending on needs of individual program participants.

For those participants that may become homebound for health or other reasons, respite can be provided in the home for a maximum of 4 months. If it is anticipated that the participant will be homebound for more than 4 months, they shall be referred to the DSAAPD Statewide Respite Program.

#### VI. ELIGIBILITY

Participation in this program is limited to adults with physical disabilities, aged 18-59. The person must require substantial assistance from a caregiver in order to remain independent. For the purposes of this program, a person with a physical disability is considered a person who has an anatomical/physiological deficit which: 1) is anticipated to last 12 months or more; 2) substantially affects his or her ability to

independently carry out activities of daily living; and 3) is impractical to correct through assistive technology or home modification. Priority for service shall be given to those persons who are homebound and who otherwise would not have access to opportunities to make use of community resources.

Participants in the Community Companion Respite program must meet resource and income eligibility requirements of long term care Medicaid (250% of the SSI payment standard.)

Participants in the Community Living Respite program must be a resident of Sussex County. They may also be over 59 if previously enrolled in the program.

## VII. DESCRIPTION

The provider agency is responsible for screening requests for services through his program and for determining applicant's eligibility. Services available to qualified applicants include 1) assistance with identification of caregiver needs through a caregiver assessment; 2) assistance with identification of consumer needs through the use of interest inventories and other instruments; 3) help during participation in community activities, through "community partners", and 4) transportation to various locations.

**Caregiver Assessment.** A caregiver assessment should be completed to identify the caregiver's needs. They should be detailed and thorough to ensure the caregiver's needs are being met. Caregivers should be offered information regarding such things as, caregiver resource centers, support groups, and other resources that may be beneficial to their mental health and well-being.

**Interest Inventories.** Once an individual (the consumer) is determined eligible for the program he/she will work with program staff to complete an interest inventory along with other assessment tools deemed appropriate by the provider agency. The consumer and agency staff will work together to develop an individualized community living plan that will take into consideration the needs of the caregiver. This plan will include the individual's goals; a schedule for community participation; and details as to how community resources will be accessed. In addition, the plan will include referrals to other programs or services which would be beneficial to the consumer. It is the responsibility of the provider agency to establish per capita spending and service limits based on actual and projected service utilization and other factors. Consumers and staff will develop plans in accordance with these criteria. Plans will be reviewed and updated at least annually or more often, as needed.

**Community Partners.** Each consumer's plan will indicate whether or not he/she will need a community partner to accompany him/her during the course of his/her participation in community living activities. Partners may be required to assist with certain activities of daily living such as eating or toileting for example. For this reason, community partners will be required to receive training on issues/techniques related to the provision of care for persons with physical disabilities. Community partners will be paid directly by the provider agency.

**Transportation.** Transportation will be provided by the agency to locations determined by the consumer and program staff to be appropriate and of value to the consumer in meeting his/her needs. Activities which may be designated include social, educational, or other enrichment activities. Such activities include, but are not limited to:

- Shopping, appointments in the community
- Attending classes or training events
- Participating in activities to improve physical fitness or self defense

- Participating in social groups or community organizations
- Attending community events or social activities
- Volunteering at schools, hospitals, community organizations or other locations

## VIII. SERVICE STANDARDS

Respite services must meet or exceed the following standards:

- The agency must comply with all applicable Federal, State, and local rules, regulations, and standards applying to the service being provided.
- Staff must be fully trained and professionally qualified. The agency must maintain, follow, and continually update a training and supervision program to make sure respite staff are fully trained and familiar with agency procedures.
- Respite care workers shall have and maintain first aid and CPR certification. Certification must be kept on file with agency.
- Drivers must possess a valid drivers license. Copies of drivers license must be kept on file with agency. They must be trained in and/or demonstrate ability to safely seat and move passengers with physical disabilities.
- Vehicles must be accessible to persons with physical disabilities and maintained in safe operating condition.
- All requests for service must be process within five (5) working days of receipt, including identification of possible eligibility for respite service funded from a source other than this program.
- In-home case assessments must be done within five (5) working days of receipt of application, unless there is a prioritized waiting list.
- A caregiver assessment must be completed at the initial interview, and every 6 months thereafter. These written assessments of the **caregiver's needs** should become part of the consumer's permanent case file, and be available for review during monitoring or other auditing sessions. Caregiver's assessments should be detailed and thorough, with adjustments in service hours where applicable, to ensure the caregiver's needs remain the primary focus and are being met to the best of the provider's ability.
- Through the use of interest inventories, the agency must prepare an Individualized Care Plan for the consumer. The plan must identify those services to be provided to the consumer while the caregiver is relieved. The caregiver's needs must be considered when developing the care plan to ensure that the hours and services provided meet their needs and the needs of the consumers. A plan of care must be developed for each new participant within five (5) working days after enrollment.
- Consumers must be reassessed every six (6) months, with revisions made in the plan of care as necessary to determine if services currently provided through the program continue to meet their needs. Any observed changes must be immediately noted in the consumer's plan of care.

- Consumer and caregiver assessments and consumer care plans shall be formulated by qualified staff such as a Registered Nurse, Licensed Practical Nurse, or a Social Worker with training or experience in issues and needs of the adults with disabilities
- Individual consumer files are to be considered confidential and maintained in a locked filing cabinet.
- Clear policies regarding cancellations and other matters related to the operation of the program must be developed and distributed in writing to all program participants.
- Outreach for this program will be carried out by the provider agency.
- Caseload must be reviewed whenever a vacancy arises (or more frequently) to make sure priority clients are being served.
- The provider agency is responsible for maintaining records of service utilization and for submitting all required reports in a timely manner. The provider agency will cooperate with the Division of Services for Aging and Adults with Physical Disabilities by providing access to program information, consumer records, and other data, as needed, for purposes of program monitoring and evaluation.

## **IX. SERVICE AND CLIENT PRIORITIES**

Respite Care funded by the Division is available only to Delaware residents ages 18 to 59 who would not otherwise qualify for this service under any other program.

Priority shall be given to referrals from hospitals, doctors, case management staff, and family support groups.

Priority for Respite Care should go to those individuals meeting the above conditions who are otherwise eligible for admission to an Intermediate Care Facility if they do not receive respite care.

## **X. PROHIBITED SERVICES**

For purposes of planning and reimbursement, respite service may not include any of the following components:

1. Skilled care, unless provided by a Registered Nurse or Licensed Practical Nurse under the direction of a Registered Nurse
2. Nail or foot care of diabetics
3. Makeup, hair setting or barbering
4. Heavy duty cleaning, furniture moving or other heavy work
5. Lawn care, garden, raking or snow removal
6. Any fees, such as: entrance fees, activity fees, seminars
7. Transportation to activities which are considered illegal by the State of Delaware
8. Costs associated with overnight travel
9. Meals
10. Financial or legal advise or services (except for referral to qualified agencies or programs)
11. Any activity that could be a health or safety hazard

## **XI. WAITING LISTS**

When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided, or until services are no longer desired by the applicant. The waiting list must be managed in accordance with DSAAPD policy X-I-4, Client Service Waiting List.

The service provider's guidelines for prioritizing clients on the waiting list must be in writing and available for review. In addition to the client priorities listed in the service specifications, these guidelines may include, as appropriate:

- Danger or risk of losing support systems, especially living settings or supports necessary for self-maintenance
- Risk of institutionalization
- Significant risk of abuse or neglect
- Basic health, safety and welfare needs not being met through current supports
- Risk of functional loss without intervention or ongoing skill maintenance services
- Exhibition of behavior that presents a significant risk of harm to self or others
- Compatibility with available services.

In each case, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g. in writing and available for review).

## **XII. TYPE OF CONTRACT**

Unit Cost- Community Companion Respite & Community Living Respite

## **XIII. METHOD OF PAYMENT**

Hourly fixed rate. The DSAAPD will reimburse the rate for each hour of eligible service based upon receipt of an invoice submitted within ten (10) calendar days after the end of each month. Each monthly itemized invoice submitted for reimbursement must contain the following information in order to qualify for reimbursement:

1. Participant name
2. Number of hours
3. Hourly rate
4. Total dollars

A cover sheet should accompany the billing, which summarizes the statement attached. The cover letter should contain the:

1. Name of agency
2. Time period covered by billing, and
3. Information which would denote the following formula:

$$\begin{array}{l} \text{Total hours this period} \\ \times \text{Unit Rate} \\ \hline = \$ \text{ Total Earnings} \end{array}$$

#### **XIV. REPORTING REQUIREMENTS**

A Quarterly Program Report and a Quarterly Financial Report are required and must be received by DSAAPD no later than twenty-one (21) calendar days following the end of the quarter. Each report must contain a live signature (preferably in blue ink) of the official who completed the report. The phone number and the date the report was completed are also required. A final financial report is due to the Division within ninety (90) calendar days after the program end date. Additional information can be found on these reports in the DSAAPD Policies and Procedures Manual.

**PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES**  
**Community Living Respite**  
**Community Companion Respite (SSBG)**

**Agency Name:**

**Program Name:**

<b>PLANNED SERVICE UNITS</b>	<b>FIRST QUARTER</b>	<b>SECOND QUARTER</b>	<b>THIRD QUARTER</b>	<b>FOURTH QUARTER</b>	<b>TOTAL</b>
Number of hours of direct service provided.					
Number of unduplicated consumers served					
Number of Caregiver Assessments completed.					
Number of Caregiver Re-Assessments completed.					
Number of Interest Inventories completed.					
Number of Consumer Care Plans developed for consumers					
Number of Consumer Care Plans revised.					
Number of Information & Assistance contacts.					

## **ATTACHMENT B**

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### **DESCRIPTION OF ALLOWABLE COSTS**

### **BUDGET FORMS AND INSTRUCTIONS:**

#### **Budget Schedule R-Series:**

**STATEWIDE RESPITE (elderly and disabled)  
COMMUNITY LIVING RESPITE**

#### **Budget Schedule L Series:**

**ADULT LIFE SKILLS  
ASSISTED LIVING**



## DESCRIPTION OF ALLOWABLE COSTS

DESCRIPTION OF LINE ITEMS	
Salaries and Wages	Project Directors, Supervisors, Site Managers, Healthcare workers, Nutritionists, Clerks, Accountants, Bookkeepers, Janitors, Drivers, Case Managers, Outreach Workers, Secretaries, Training Instructors, Laborers, Executive Directors, Dietitians, Activity Coordinators, etc.
Fringe Benefits	Proportionate fringe benefits for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. paid by the agency.
Travel/Training	Include any staff training costs. Mileage reimbursement shall be a maximum of \$.31 per mile. Training may include subscriptions and association dues.
Contractual Services	Rent, utilities, repairs (building, vehicle, equipment, etc.), telephone, advertising, printing, transportation insurance, vehicle, communication, consultants, tax preparation, storage, audit costs, etc.
Supplies	Vehicle supplies (not repairs), health supplies, program supplies, office supplies, janitorial, building (not sub-contracts), educational, medical, any type of meals purchased, etc.
Other/Equipment Any items or lot costing \$1000.00 and a useful life of one (1) year or more.	The only equipment, which will be considered for <i>FY '06</i> , is computer software for existing equipment. Please attach detailed justification. No other equipment is permitted. A separate request with written justification will be considered.

## GENERAL INSTRUCTIONS FOR BUDGETS

- All requested information must be given in the format provided.
- Costs charged to this grant are to be only those costs reasonable and necessary to provide the services as outlined in this application.
- Programs providing services through multiple funding sources must split the costs proportionately.
- Make additional copies of Budget Forms as needed.
- Use the information provided in Attachment B, **Description of Allowable Cost** for guidance of allowable cost that can be included in your budget.
- The Budget must be accompanied by a **Budget Narrative**, which explains the costs presented in the Budget and provides justification.
- The following is a list of the services and appropriate Budget Schedules to be used for each. All requested information **must** be given in the format provided.

**Budget Schedule R-Series:**  
**Statewide Respite (elderly and disabled)**  
**Community Living Respite**

**Budget Schedule L-Series:**  
**Adult Life Skills**  
**Assisted Living**

Instructions for Completing  
**BUDGET SCHEDULE R-SERIES**

**STATEWIDE RESPITE AND COMMUNITY LIVING RESPITE**

Agencies requesting funds for **Statewide Respite to serve the elderly, Statewide respite to serve the disabled, and Community Living Respite Services** will complete the following **Budget Schedule R, Schedule R-1 and Schedule R-2**.

**IT IS IMPORTANT THAT YOU REFERENCE THE INDIVIDUAL PROGRAM ON EACH BUDGET SHEET.**

## INSTRUCTIONS FOR COMPLETING

### BUDGET SCHEDULE R

#### **Schedule R**

Please note: Column B is used for current year and Column C is used for previous year costs. Column A is the amount you will be requesting for the period 10/01/05 – 09/30/06.

#### A. Budget Category Definitions

The Hourly Pay Rate and Fringe Benefits for Aides (Item 1. and 2. below) **must** represent the average cost of the aides who will work in this program (not the average cost of an aide who works at your agency).

##### Hourly Pay Rate

Report the average hourly pay rate planned for the program during the period covered in Column A. (For example, \$6.00)\*

##### Fringe Benefits FICA

Report the total Social Security benefits paid during the period. For example, if the FICA rate is 7.65% of the total wage – Multiply the rate by the hourly wage. ( $\$6.00 \times .0765 = .459$ )\*

##### Fringe Benefits FUTA

Report the total Federal Unemployment tax paid during the period. If the FUTA rate is .80% then multiply the hourly wage. ( $\$6.00 \times .008 = .048$ )\*

##### Fringe Benefits State Unemployment

Report the total State Unemployment tax paid during period. If the State tax is 2.0% then multiply the hourly wage. ( $\$6.00 \times .02 = .12$ )\*

##### Fringe Benefits Workman's Compensation

Report the total Workman's Compensation paid during the period. If the WC is 9.0% then multiply the hourly wage. ( $\$6.00 \times .0900 = .54$ )\*

##### Fringe Benefits Other

Report any other items not included above. Add a line for each item as necessary **and explain each item in the budget narrative.**

\*NOTE: The rates used in the above calculations are examples only. Please check with your financial manager to determine the actual rates.

**INSTRUCTIONS FOR COMPLETING**

**BUDGET SCHEDULE R**

**(Continued)**

Office Expenses and Supplies

Report the total office expense cost attributed to the program.

Contractual

Report the total contractual costs attributed to the program. This would include cost for rent, insurance, telephone and postage, etc. If there is no rent, include such maintenance costs are appropriate.

Administrative Personnel and Fringe Benefits

Report the hourly cost attributed to the program for administrative personnel, including their fringe benefits. Examples would be supervising costs, secretarial cost, etc.

Total Unit Cost

Determine the total unit cost by adding the individual hourly costs of the categories listed above.

Total Number of Service Units

Report the total number of hours of services that will be provided.

Project Income/Fees

Report the total amount of project income/fees projected to be collected from the clients.

Total Units of Service Generated from Project Income/Fees

Take the Project Income/Fees reported on line 8 and divide it by line 6.

Total Units of Service

Add line 7 (Total Number of Service Units) and line 9 (Total Units of Service Generated from Project Income/Fees) to get the total.

Total Funds Requested

Report the result of line 6 (Total Unit Cost) multiplied by line 7 (Total Number of Service Units).

**INSTRUCTIONS FOR COMPLETING**

**BUDGET SCHEDULE R-1**

**SALARY BACK-UP**

**Schedule R-1**

Specific Line Item Instructions

Schedule R-1 – Salary Back-up (Separate line for each person/position)

In the column marked 1 Name of Person: Indicate the name of each person whose time is directly allocated to this program. If a person occupies two positions, show both positions with the appropriate time for each. Staff includes full and part-time staff.

In the column marked 2 Position Title: Indicate the position title (and work location, if appropriate). Position Titles should agree with job descriptions.

In the column marked 3 Project Hours/Total Hours: Indicate the number of hours per week to be charged to this grant for each position. Show this number in relationship to the number of hours per week the person works for the agency.

<p><i>Example: Person works 40 hours per week for agency but spends only 30 hours per week with the clients under this project. Column 3 would show <b>30/40</b></i></p>
--

In the column marked 4 Percentage of Time Spent on Project: Indicate for each staff person the percentage of his/her total weekly work hours (rounded to the nearest whole number) which will be spent on activities related to the project.

In the column marked 5 Total Annual Salary: Indicate for each staff person the total annual salary (Note that the total annual salary of each staff person should be included here, regardless of the percent of time spent on the project.)

In the columns marked 6, 7, and 8 DSAAPD Funds, Local/In-Kind Funds, and Project Income/Fees: Identify the funding which will contribute to the salary for each position. The sum of the amounts in columns 6, 7 and 8 should equal the amount shown in column 9.

In the column marked 9 TOTAL Contract Salary: This is the sum of the amounts in columns 6, 7, and 8.

**Insert the total of each column on the bottom line.**

**INSTRUCTIONS FOR COMPLETING**

**BUDGET SCHEDULE R-2**

**FUNDING BACK-UP**

**Schedule R-2**

A. In-Kind Contributions

1. This category indicates the In-Kind Contributions provided by:
  - (a) The applicant agency
  - (b) Public agencies or individuals
  - (c) Private agencies or individuals
  
2. In-Kind Contributions may take the form of agency funded staff positions, volunteer labor (valued at rates consistent with those paid for similar work in the service provider's organization or those paid by other employers for similar work in the same labor market plus applicable payroll taxes and a reasonable amount for fringe benefits); fair rental value of building space and/or related utilities; equipment which is donated (use the market value at the time of acquisition), etc.
  
3. In-Kind Contributions coming from a third party **must** be property or services contributed without charge to the project.
  
4. In-Kind Contributions and their "outlays" must be applicable to this project and amounts **must** be:
  - (a) Documented and identifiable from the applicant's ledgers and records, (time sheets, payroll records, deposit records, ledger accounts, etc.).
  - (b) Necessary and reasonable for the proper and efficient accomplishment of the program objectives, and **must** be allowable by Federal and/or State cost regulations.

**INSTRUCTIONS FOR COMPLETING**

**BUDGET SCHEDULE R-2**

**FUNDING BACK-UP**

**(Continued)**

B. Local Cash

1. This category indicates the cash outlay of funds specifically designated to the applicant agency for this program from:
  - (a) Public agencies and institutions, such as municipal and county governments, State Grant-in-Aid, etc.
  - (b) Private agencies or individuals, such as United Way, churches, corporations, foundations, etc.
  
2. Local Cash and disbursements must be applicable to this grant and amounts **must** be:
  - (a) Documented and identifiable from the applicant's ledgers and records, (time sheets, payroll records, deposit records, ledger accounts, etc.).
  - (b) Necessary and reasonable for the proper and efficient accomplishment of the program objectives, and **must** be allowable by Federal and/or State cost regulations.

B. Project Income/Fees

1. This category represents cash outlay of funds expected to be contributed to the applicant agency for this program from:
  - (a) Program participants
  - (b) Income earned by project supported activities (i.e., sales of arts, crafts, bazaars, etc.)
  - (c) Interest earned by the agency on deposits of project funds
  - (d) Other fund-raising activities
  
2. All Project Income/Fees and disbursements must be applicable to this project and amounts **must** be:
  - (a) Identifiable from the applicant's ledgers and records, (time sheets, payroll records, deposit records, ledger accounts, etc.)
  - (b) Necessary and reasonable for the proper and efficient accomplishment of the program objectives, and **must** be allowable by Federal and/or State cost regulations

**INSTRUCTIONS FOR COMPLETING**

**BUDGET SCHEDULE R-2**

**FUNDING BACK-UP**

**(Continued)**

**Specific Instructions for Funding Back-Up Schedule R-2**

The column marked Source of Funds identifies various sources of funds that may be used to support this project.

In the column marked Detailed Description of Revenue Source: Provide detail of contribution to include the calculation for the dollar amount and the Budget line supported by the contribution.

In the column marked Amount: Insert total by source of funds.

Be specific and allocate costs to each item.

**The following pages are the Budget Forms for Statewide Respite for the elderly, Statewide Respite for the disabled and Community Living Respite.**



**BUDGET SCHEDULE R  
BUDGET**

Agency \_\_\_\_\_

Period \_\_\_\_\_

Program \_\_\_\_\_

	Category	Column A	Column B	Column C
	Unit Cost Breakdown	10/01/05 09/30/06	10/01/04 09/30/05	10/01/03 09/30/04
1	Hourly Pay Rate			
2	Fringe Benefits			
	FICA			
	FUTA			
	State Unemployment			
	Workman's Compensation			
	Other			
3	Office Expenses & Supplies			
4	Contractual (rent, insurance, postage, telephone, etc.)			
5	Administrative Personnel			
6	Total Unit Cost			
7	Total Number of Service Units			
8	Project Income/Fees			
9	Total Units of Service Generated from Project Income/Fees			
10	Total Units of Service			
11	Total Funds Requested			



**BUDGET SCHEDULE R-2  
FUNDING BACK-UP**

Agency:

Program:

Period:

Source of Funds	Detailed Description of Revenue Source	Amount
(A) In-Kind Contribution		
	<b>Total</b>	\$0.00
(B) Local Cash		
	<b>Total</b>	\$0.00
(C) Project Income/ Donations Fees		
	<b>Total</b>	\$0.00
<b>GRAND TOTAL</b>		\$0.00

**Instructions for Completing**  
**BUDGET SCHEDULE L-SERIES**

**ADULT LIFE SKILLS AND ASSISTED LIVING**

Agencies requesting funds for **Adult Life Skills and Assisted Living Services** will complete the following **Budget Schedule L, Schedule L-1 and Schedule L-2 and the Contract Summary/Comparison Schedule.**

**If no Administrative costs are being charged. No other forms are needed.**

If Administrative cost are charged **Schedule LA, LA-1, LA-2** must be completed

**or**

If using a Federally approved Indirect Cost Sheet, **Schedule LA-3** must be used.

**IT IS IMPORTANT THAT YOU REFERENCE THE INDIVIDUAL  
PROGRAM ON EACH BUDGET SHEET.**

## **Instructions for Completing Schedule L and LA Series Budgets**

### **General Definitions**

#### ◆ **Budget Schedule L Forms**

Schedule L, L-1, L-2 and the Contract Summary/Comparison Schedule must be completed for all **direct costs**. Direct Costs are all costs that are directly attributable to working with the clients in the program.

#### ◆ **Budget Schedule LA Forms**

Schedule LA, LA-1, LA-2 must be completed if you choose Option 3 below. These Line Item Budget forms are used if you choose to charge **Administrative costs**.

Schedule LA-3 (Federally Approved Indirect Cost Sheet) must be included if you choose Option 2, and plan to charge indirect costs.

*The set of forms you submit will depend on which of the following administrative/indirect option you choose.*

#### **Option 1**

Budgets that contain **no Administrative/Indirect Costs** will use only Budget Schedule L, L-1, L-2 and the Contract Summary/Comparison Schedule.

#### **Option 2**

If you have a Federally Approved Indirect Cost Rate, and choose to submit **Indirect Costs**, you will use only Budget Schedule L, L-1, L-2, LA-3 and the Contract Summary/Comparison Schedule.

*If using a Federal Indirect Cost Rate, a copy of the rate negotiation agreement signed by the appropriate Federal representative must be attached. The agreement must state the allocation basis for the rate.*

#### **Option 3**

If you are submitting **Administrative Costs**, use Schedule L, L-1, L-2, LA, LA-1, and LA-2, and the Contract Summary/Comparison Sheet.

### **Fund Sources**

**DSAAPD Funds** - For the purposes of this proposal, DSAAPD funds are those funds, which the contractor requests from the Division of Services for Aging and Adults with Physical Disabilities to operate the program.

## **Local Cash**

1. This category indicates the cash outlay of funds expected to be contributed to the applicant agency for this program from:
  - a. Public agencies and institutions, such as municipal and county governments, State Grant-in-Aid, etc.
  - b. Private agencies or individuals, such as United Way, churches, corporations, foundations, etc.
2. Local Cash and disbursements **must** be applicable to this contract and amounts **must** be:
  - a. Identifiable from the applicant's ledgers and records, (time sheets, payroll records, deposit records, ledger accounts, etc.).
  - b. Necessary and reasonable for the proper and efficient accomplishment of the program objectives, and **must** be allowable by Federal and/or State cost regulations.

## **In-Kind Funds**

1. This category indicates the In-Kind Contributions provided by:
  - a. The applicant agency
  - b. Public agencies or individuals
  - c. Private agencies or individuals
2. In-Kind Contributions may take the form of agency funded staff positions, volunteer Labor (valued at rates consistent with those paid for similar work in the service provider's organization or those paid by other employers for similar work in the same labor market plus applicable payroll taxes and a reasonable amount for fringe benefits); fair rental value of building space and/or related utilities; equipment which is donated (use the market value at the time of acquisition), etc.
3. In-Kind Contributions coming from a third party **must** be property or services contributed without charge to the project.
4. In-Kind Contributions and their "outlays" must be applicable to this project and amounts **must** be:
  - a. Identifiable from the applicant's ledgers and records, (time sheets, payroll records, deposit records, ledger accounts, etc.).
  - b. Necessary and reasonable for the proper and efficient accomplishment of the program objectives, and **must** be allowable by Federal and/or State cost regulations

## **Project Income/Client Fees**

1. This category represents cash outlay of funds expected to be contributed to the applicant agency for this program from:
  - a. Program participants
  - b. Income earned by project supported activities (i.e., sales of arts, crafts, bazaars, etc.)
  - c. Interest earned by the agency on deposits of project funds
  - d. Other fund-raising activities
  
2. All Project Income/Fees and disbursements must be applicable to this project and amounts **must** be:
  - a. Identifiable from the applicant's ledgers and records, (time sheets, payroll records, deposit records, ledger accounts, etc.)
  - b. Necessary and reasonable for the proper and efficient accomplishment of the program objectives, and **must** be allowable by Federal and/or State cost regulations.

## **INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE L-1** **DIRECT COST SALARY BACK-UP**

### **Schedule L-1**

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

In column 1, Name of Staff Person: Indicate the name of each person whose time is directly allocated to this program. If a person occupies two positions, show both positions with the appropriate time for each. Staff includes full and part-time staff. (Use a separate line for each person/position)

In column 2, Position/Title: Indicate the position title (and work location, if appropriate). Position Titles should agree with job descriptions.

In column 3, Project Hours/Total Hours: Indicate the number of hours per week to be charged to this contract for each position. Show this number in relationship to the number of hours per week the person works for the agency.

*Example: Person works 40 hours per week for agency but spends only 30 hours per week with the clients under this project. Column 3 would show 30/40*

In column 4, % of Time Spent on Project: Indicate for each staff person the percentage of his/her total weekly work hours (rounded to the nearest whole number) which will be spent on activities related to the project.

In column 5, Total Annual Salary: Indicate for each staff person the total annual salary (Note that the total annual salary of each staff person should be included here, regardless of the percent of time spent on the project.)

In columns 6, 7, and 8, DSAAPD Funds, Local Cash/In-Kind Funds, and Project Income/Fees: Identify the funding, which will contribute to the salary for each position. The sum of the amounts in columns 6, 7 and 8 should equal the amount shown in column 9.

In column 9, TOTAL Contract Salary: This is the sum of the amounts in columns 6, 7, and 8.

**Indicate the total of each column as appropriate on the bottom line.**

**Enter Totals on Budget Schedule L on “Line 1” for the appropriate fund sources.**

## **INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE L-2** **DIRECT COST FRINGE BENEFIT DETAIL**

### **Schedule L-2**

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

In column 1, Name of Staff Person: Indicate the name of any staff members whose fringe benefits will be covered under the contract for the program. Staff includes full or part-time staff. This list should correspond to Salary Back-Up, Schedule L-1.

In column 2, Position/Title: Indicate the position title of the staff member in column 1.

In column 3, Fringe Benefit Rate %: Indicate for each staff person the fringe benefits rate. This rate should be calculated based on costs such as FICA, Unemployment Insurance, Medicare, Workers Compensation, health insurance, and/or other appropriate benefits provided to employees. The Fringe Benefit rate should be presented as a percentage, rounded to the nearest whole number.

In column 4, % of Time Spent on Project: Indicate for each staff person the percent of time spent on activities directly related to the project. Percents should be rounded to the nearest whole number. Note that for each staff person, the number in this column should correspond to the number in the same column in the Salary Back-Up, Schedule L-1.

In column 5, Total Fringe Benefit Amount: Indicate for each staff person the total annual amount of fringe benefits. (Note the total annual fringe benefit amount of each staff person should be included here, regardless of the percent of time spent on the project.)

In columns 6, 7, and 8, DSAAPD Funds, Local Cash/In-Kind Funds, and Project Income/Fees: Identify the funding, which will contribute to the fringe benefit for each position. The sum of the amounts in columns 6, 7 and 8 should equal the amount shown in column 9.

In column 9, The Total Contract Fringe Amount: This is the sum of the amounts in columns 6, 7, and 8.

**Indicate the total of each column as appropriate on the bottom line.  
Enter Totals on Budget Schedule L on “Line 2” for the appropriate fund sources.**

**INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE L**  
**DIRECT COST LINE ITEM DETAIL**

**Schedule L**

The Series L Budget Schedules are based on a Line Item format. Column A identifies the Line Item, also known as a Cost Category. Columns B – E show how the cost is allocated among DSAAPD Funds, Local Cash/In-Kind Funds, and Project Income/Fees. Column F (Total) is the sum of columns B – E. The Budget Narrative **must** contain detail for each cost category.

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

**Line A-1 Salaries and Line A-2 Fringe Benefits are entered from the Salary Back-Up Schedule L-1 and the Fringe Benefits Back-Up Schedule L-2 respectively.**

**Line A-3      Travel/Training**

a.      Mileage

Enter the estimated number of miles to be reimbursed to employees. DSAAPD’s allowable mileage reimbursement rate is thirty-one (.31) cents per mile. If an agency chooses to exceed the DSAAPD rate, it may do so as long as the amount over thirty-one (.31) cents is paid by the agency from local or other resources. Enter the funds applicable to Mileage by multiplying the total number of miles by the cost per mile. The Total should reflect the actual amount of DSAAPD funds to be paid out to employees. This calculation must be shown in Budget Narrative.

b.      Training

Enter the costs applicable for any staff training proposed. Training may also include subscription and association dues. Please detail Training expenses in Budget Narrative.

Total

Insert a total for all Travel & Training items.

**Line A-4      Contractual**

a.      Rent

Enter the cost applicable to rent. Only the portion of the facility utilized by the program can be applied to the project. The rate is not to exceed the fair rental value of the space. Attach documentation showing rate and calculation to budget narrative. (Rate is based on a square footage basis).

- b. Utilities  
Enter the cost applicable to heat, water, electric, etc. When costs are applicable to more than one program, cost should be pro-rated and method used should be addressed in the Budget Narrative.
  - c. Telephone  
Enter the cost applicable to telephone expenses.
  - d. Printing/Advertising  
Enter the costs applicable to all printing and advertising expenses. Detail planned expenses in Budget Narrative.
  - e. Repairs  
Enter the costs applicable to repairs. Specify the type of repairs and address the need in the Budget Narrative.
  - f. Other  
Identify the specific item on the form and address in Budget Narrative.
- Total  
Insert a total for all Contractual items.

**Line A-5      Supplies**

- a. Office Supplies  
Enter the costs applicable to all office supplies
  - b. Program Supplies  
Enter the costs applicable to supplies/vehicles directed specifically toward the program. Detail these planned expenses in Budget Narrative.
  - c. Postage/Photocopy  
Enter the costs applicable to postage & copy expense, and detail in Budget Narrative.
  - d. Meals  
Enter the costs under Meals as applicable. Budget Narratives should provide more detailed information on meals, including contractual arrangements, name of vendor, number of meals to be purchased, price per meal, etc.
  - e. Other  
Identify the specific item on the form and address in Budget Narrative.
- Total  
Insert totals for Supplies.

**Line A-6      Other/Direct Costs**

- a. Enter funds applicable to equipment and other direct costs. No new equipment is to be requested unless it is computer software for existing equipment. If existing equipment is being used as a match it should be indicated under the appropriate funding source. Only those cost reasonable and necessary to the operation of the program can be applied to the project.  
Use these lines to document expenses if the program has additional line items such as consumer funds that are used as additional funding for client services. You must detail these Other items in the Budget Narrative.

Total  
Insert totals for Other/Direct Costs

**Line A-7 Total Direct Costs**  
Insert total of each column of Budget Schedule L in Line A-7.

**Line A-8 Total Admin. Costs**  
Insert totals from Budget Schedule LA – Line A-7 to Line A-8.

**Line A-9 Total Costs**  
Insert total of Budget Schedule L, which is the sum of line A-7 & A-8.

**INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE LA-1**  
**ADMINISTRATIVE COST SALARY BACK-UP**

**IF CHOOSING OPTION 3, THE FOLLOWING PAGES MUST BE COMPLETED**

**Schedule LA-1**

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

In column 1, Name of Staff Person: Indicate the name of each person whose time is allocated to this program. If a person occupies two positions, show both positions with the appropriate time for each. Staff includes full and part-time staff. (Use a separate line for each person/position)

In column 2, Position/Title: Indicate the position title (and work location, if appropriate). Position Titles should agree with job descriptions.

In column 3, Project Hours/Total Hours: Indicate the number of hours per week to be charged to this contract for each position. Show this number in relationship to the number of hours per week the person works for the agency.

*Example: Person works 40 hours per week for agency but spends only 30 hours per week with the clients under this project. Column 3 would show 30/40*

In column 4, % of Time Spent on Project: Indicate for each staff person the percentage of his/her total weekly work hours (rounded to the nearest whole number) which will be spent on activities related to the project.

In column 5, Total Annual Salary: Indicate for each staff person the total annual salary (Note that the total annual salary of each staff person should be included here, regardless of the percent of time spent on the project.)

In columns 6, 7, and 8, DSAAPD Funds, Local Cash/In-Kind Funds, and Project Income/Fees: Identify the funding, which will contribute to the salary for each position. The sum of the amounts in columns 6, 7 and 8 should equal the amount shown in column 9.

In column 9, TOTAL Contract Salary: This is the sum of the amounts in columns 6, 7, and 8.

**Indicate the total of each column as appropriate on the bottom line.**

**Enter Totals on Budget Schedule LA under “Line 1”.**

## **INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE LA-2** **ADMINISTRATIVE COST FRINGE BENEFIT DETAIL**

### **Schedule LA-2**

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

In column 1, Name of Staff Person: Indicate the name of any staff members whose fringe benefits will be covered under the contract for the program. Staff includes full or part-time staff. This list should correspond to Salary Back-Up, Schedule L-1.

In column 2, Position/Title: Indicate the position title of the staff member in column 1.

In column 3, Fringe Benefit Rate %: Indicate for each staff person the fringe benefits rate. This rate should be calculated based on costs such as FICA, Unemployment Insurance, Medicare, Workers Compensation, health insurance, and/or other appropriate benefits provided to employees. The Fringe Benefit rate should be presented as a percentage, rounded to the nearest whole number.

In column 4, % of Time Spent on Project: Indicate for each staff person the percent of time spent on activities directly related to the project. Percents should be rounded to the nearest whole number. Note that for each staff person, the number in this column should correspond to the number in the same column in the Salary Back-Up, Schedule LA-1.

In column 5, Total Fringe Benefit Amount: Indicate for each staff person the total annual amount of fringe benefits. (Note the total annual fringe benefits amount of each staff person should be included here, regardless of the percent of time spent on the project.)

In columns 6, 7, and 8, DSAAPD Funds, Local Cash/In-Kind Funds, and Project Income/Fees: Identify the funding, which will contribute to the fringe benefits for each position. The sum of the amounts in columns 6, 7 and 8 should equal the amount shown in column 9.

In column 9, Total Contract Fringe Amount: This is the sum of the amounts in columns 6, 7, and 8.

**Indicate the total of each column as appropriate on the bottom totals line.**

Enter Totals on Budget Schedule LA under “Line 2”.

**INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE LA-3**  
**FEDERALLY APPROVED INDIRECT COST**

*This form must be completed if choosing Option 2.*

**Schedule LA-3**

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

Follow the formula on the form to arrive at an Indirect Cost.

*\*\*\*The State will not necessarily reimburse a contractor the entire indirect cost percentage.*

**INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE LA**  
**ADMINISTRATIVE COST LINE ITEM DETAIL**

**Schedule LA**

The Series LA Budget Schedules are based on a Line Item format. Column A identifies the Line Item, also known as a Cost Category. Columns B – E show how the cost is allocated among DSAAPD Funds, Local Cash/In-Kind Funds, and Project Income/Fees. Column F (Total) is the sum of columns B – E. The Budget Narrative **must** contain detail for each cost category.

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

**Line A-1 Salaries and Line A-2 Fringe Benefits are entered from the Salary Back-Up Schedule LA-1 and the Fringe Benefits Back-Up Schedule LA-2 respectively.**

+

**Line A-3      Travel/Training**

a.      Mileage

Enter the estimated number of miles to be reimbursed to employees. DSAAPD’s allowable mileage reimbursement rate is thirty-one (.31) cents per mile. If an agency chooses to exceed the DSAAPD rate, it may do so as long as the amount over thirty-one (.31) cents is paid by the agency from local or other resources.

Enter the funds applicable to Mileage by multiplying the total number of miles by the cost per mile. The Total should reflect the actual amount of DSAAPD funds to be paid out to employees. This calculation must be shown in Budget Narrative.

- b. Training  
Enter the costs applicable for any staff training proposed. Training may also include subscription and association dues. Please detail Training expenses in Budget Narrative.  
Total  
Insert a total for all Travel & Training items.

**Line A-4 Contractual**

- a. Rent  
Enter the cost applicable to rent. Only the portion of the facility utilized by the program can be applied to the project. The rate is not to exceed the fair rental value of the space. Attach documentation showing rate and calculation to budget narrative. (Rate is based on a square footage basis).
- b. Utilities  
Enter the costs applicable to heat, water, electric, etc. When expenses are applicable to more than one program, cost should be pro-rated and method used should be addressed in the Budget Narrative.
- c. Telephone  
Enter the costs applicable to telephone expenses.
- d. Printing/Advertising  
Enter the costs applicable to all printing and advertising expenses. Detail planned expenses in Budget Narrative.
- e. Repairs  
Enter the costs applicable to repairs. Specify the type of repairs and address the need in the Budget Narrative.
- f. Other  
Identify the specific item on the form and address in Budget Narrative.  
Total  
Insert a total for all Contractual items.

**Line A-5 Supplies**

- a. Office Supplies  
Enter the costs applicable to all office supplies
- b. Program Supplies  
Enter the costs applicable to supplies/vehicles directed specifically toward the program. Detail these planned expenses in Budget Narrative.
- c. Postage/Photocopy  
Enter the costs applicable to postage & copy expense, and detail in Budget Narrative.
- d. Meals  
Enter the costs under Meals as applicable. Budget Narratives should provide more detailed information on meals, including contractual arrangements, name of vendor, number of meals to be purchased, price per meal, etc.
- e. Other  
Identify the specific item on the form and address in Budget Narrative.  
Total  
Insert totals for Supplies.

**Line A-6 Other/Direct Costs**

- a. Enter funds applicable to equipment and other direct costs. No new equipment is to be requested unless it is computer software for existing equipment. If existing equipment is being used as a match it should be indicated under the appropriate funding source. Only those cost reasonable and necessary to the operation of the program can be applied to the project.  
Use these lines to document expenses if the program has additional line items such as consumer funds that are used as additional funding for client services. You must detail these Other items in the Budget Narrative.  
Total  
Insert totals for Other/Direct Costs

**Line A-7 Total**

Insert total of each column in space provided.

**INSTRUCTIONS FOR COMPLETING BUDGET SCHEDULE  
CONTRACT SUMMARY/COMPARISON SCHEDULE L-SERIES**

**Contract Summary/Comparison Schedule L-Series**

Document the agency name for which this budget is being completed in the Agency space.

Document the contract year the budget covers in the Project Period space

Document the name of the program for which the budget reflects in the Program space.

A. Project Contract Expenses

In the CY 06 (Contract Year) column, enter total amounts from Budget Schedule L, Lines 1 through 7. Enter corresponding information for CY 05 from previous year contract (if applicable), for comparison.

For line 8, enter the total from Budget Schedule LA, Line 7 under the CY 06 column. Enter corresponding information for CY 05 from previous year contract (if applicable), for comparison.

For line 9, enter the total of lines 7 and 8 for corresponding column. Enter corresponding information for CY 05 from previous year contract (if applicable), for comparison.

B. Projected Revenue (Funding Sources)

For line 1, enter funds from Budget Schedule L, Line 9, column B, to the CY 06 column. Enter corresponding information for CY 05 from previous year contract (if applicable), for comparison.

For line 2, enter the sum all funds from Budget Schedule L and LA, columns C, D, and E to the CY 06 column. Enter corresponding information for CY 05 from previous year contract (if applicable), for comparison.

For line 3, enter the total of lines 1 and 2. Enter corresponding information for CY 05 from previous year contract (if applicable), for comparison.

C. Number of Units of Service

Enter the number of units of service you propose to serve on the Goals & Objectives page of your Service Specification. Enter corresponding information for CY 05 from previous year contract (if applicable), for comparison.





**BUDGET SCHEDULE - L**  
**Direct Cost Line Item Detail**

Agency: \_\_\_\_\_ Project Period: \_\_\_\_\_

Program: \_\_\_\_\_

	A	B	C	D	E	F
	Line Item	DSAAPD Fund Request	Local Cash	In-Kind Funds	Project Income/ Fees	TOTAL
1	<b>Salaries</b>					
2	<b>Fringe Benefits</b>					
3	<b>Travel/Training</b>					
	a) Mileage					
	b) Training					
	<b>Total</b>					
4	<b>Contractual</b>					
	a) Rent					
	b) Utilities					
	c) Telephone					
	d) Printing/Advertising					
	e) Repairs					
	f) Other (specify)					
	<b>Total</b>					
5	<b>Supplies</b>					
	a) Office Supplies					
	b) Program Supplies					
	c) Postage/Photocopy					
	d) Meals					
	e) Other (specify)					
	<b>Total</b>					
6	<b>Other/Direct Costs (specify)</b>					
	a) Other					
	<b>Total</b>					
7	Total Direct Costs					
8	Total Admin. Costs					
9	<b>Total Costs</b>					





**BUDGET SCHEDULE - LA**  
**Administrative Budget Line Item Detail**

Agency: \_\_\_\_\_ Project Period: \_\_\_\_\_

Program: \_\_\_\_\_

	A	B	C	D	E	F
	Line Item	DSAAPD Fund Request	Local Cash	In-Kind Funds	Project Income/Fees	TOTAL
1	<b>Salaries</b>					
2	<b>Fringe Benefits</b>					
3	<b>Travel/Training</b>					
	a) Mileage					
	b) Training					
	<b>Total</b>					
4	<b>Contractual</b>					
	a) Rent					
	b) Utilities					
	c) Telephone					
	d) Printing/Advertising					
	e) Repairs					
	f) Other (specify)					
	<b>Total</b>					
5	<b>Supplies</b>					
	a) Office Supplies					
	b) Program Supplies					
	c) Postage/Photocopy					
	d) Meals					
	e) Other (specify)					
	<b>Total</b>					
6	<b>Other/Administrative Costs (specify)</b>					
	a) Other					
	<b>Total</b>					
7	<b>TOTAL Administrative Cost</b>					

**BUDGET SCHEDULE – LA-3  
FEDERALLY APPROVED INDIRECT COST**

Agency: \_\_\_\_\_

Project Period: \_\_\_\_\_

Program: \_\_\_\_\_

$$\frac{\text{Rate}}{\%} \times \frac{\text{Salary \& Wages or Direct Costs}}{\text{Direct Costs}} = \frac{\text{Indirect Cost}}{\text{Indirect Cost}} *$$

\*If using a Federal Indirect Cost Rate, a copy of the rate negotiation agreement signed by the appropriate Federal representative must be attached. The agreement must state the allocation basis for the rate.

The State will not necessarily reimburse a contractor the entire indirect cost percentage.

**CONTRACT SUMMARY/  
COMPARISON SCHEDULE**

Agency: \_\_\_\_\_ Period: \_\_\_\_\_

Program: \_\_\_\_\_

A. Projected Contract Expenses <u>Line Item</u>	<u>CY 05</u> <u>Amount</u>	<u>CY 06</u> <u>Amount</u>
1. Salary	\$ _____	\$ _____
2. Fringe Benefits	\$ _____	\$ _____
3. Travel/Training	\$ _____	\$ _____
4. Contractual	\$ _____	\$ _____
5. Supplies	\$ _____	\$ _____
6. Other Direct Expenses	\$ _____	\$ _____
7. <b>Total DIRECT EXPENSES</b>	\$ _____	\$ _____
8. <b>Total ADMINISTRATIVE EXPENSES/ INDIRECT COSTS</b>	\$ _____	\$ _____
9. <b>Total Projected Contract Expenses</b>	\$ _____	\$ _____

Project Revenue (Funding Sources)

1. DSAAPD Funds Requested	\$ _____	\$ _____
2. Other Revenue (Local Cash, In-Kind, Project Income/Fees)	\$ _____	\$ _____
*3. <b>Total Contract Revenue</b>	\$ _____	\$ _____

C. Number of Units of Service \_\_\_\_\_

\*Total Contract Revenue must equal Total Contract Expenses

## **ATTACHMENT C**

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### **FORMS:**

**PROPOSAL RESPONSE TABLE OF CONTENTS**

**BIDDER'S SIGNATURE FORM**

**OFFICE OF MINORITY AND WOMEN BUSINESS  
ENTERPRISE SELF-CERTIFICATION TRACKING  
FORM**

**COMPLIANCE FORM**

**CERTIFICATION SHEET**

**NOTIFICATION TO BIDDER'S - HISTORY OF STATE  
CONTRACTS**

**APPLICATION TITLE PAGE**

# PROPOSAL RESPONSE TABLE OF CONTENTS

AGENCY NAME \_\_\_\_\_

PAGE NO.

## SECTION I: APPLICATION IDENTIFICATION AND CONTENTS

Table of Contents (Insert Proposal Response Table of Contents with corresponding page #s.)

Bidder's Signature Form

Office of Minority and Women Business Enterprise Self-Certification Tracking Form  
(NOTARIZED)

Compliance Form

Certification Sheet

Notification to Bidders - History of State Contracts

Application Title Page

Transmittal Letter

General Instructions for Submission of Proposal and Terms and Conditions

## SECTION II: TECHNICAL PROPOSAL

Corporate Qualifications

Work Plan

Project Staffing and Organization

## SECTION III: BUDGET PROPOSAL

Budget Narrative

Budget Schedule

## SECTION IV: APPENDICES

Appendix I.	Resumes of Professional Staff
Appendix II:	Job Descriptions
Appendix III:	Program and Agency Organizational Charts
Appendix IV:	Service Specifications with completed Goals and Objectives Sheet
Appendix V:	Audit (one copy)
Appendix VI:	Emergency Preparedness Plan
Appendix VII:	Delaware Business License or 501 C Form

APPLICATION **BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_

TITLE OF AUTHORIZED PERSON: \_\_\_\_\_

STREET NAME, AND NUMBER: \_\_\_\_\_

CITY, STATE, AND ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

BIDDER'S Federal EMPLOYERS IDENTIFICATION NO: \_\_\_\_\_

F.O.B: \_\_\_\_\_

TERMS: \_\_\_\_\_

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE, AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT STATES AND THE STATE OF DELAWARE RELATING THE PATROLLER GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES PURSUANT TO THIS CONTRACT.



## OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

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

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Disadvantaged Business Enterprise (DBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-7830 X34 (Mary Schrieber)

Fax# (302) 739-7839 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_



*Delaware Health  
And Social Services*

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**DIVISION OF MANAGEMENT SERVICES**

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**PROCUREMENT**

**COMPLIANCE FORM**

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

Authorized Signature: \_\_\_\_\_

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

Date \_\_\_\_\_



DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_\_\_a not-for-profit organization; or \_\_\_\_\_for Profit Corporation, incorporated under the laws of the State of \_Del.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

# Bidders Notification Form

The following is a list of all contract awarded by the State of Delaware during the last three (3) years to \_\_\_\_\_:  
(Agency Name or Predecessor Firm)

Contract Award from: \_\_\_\_\_  
(Department/Division)

Contract Period: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Division Contact Person: \_\_\_\_\_

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

Phone Number : \_\_\_\_\_

Contract Award from: \_\_\_\_\_  
(Department/Division)

Contract Period: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Division Contact Person: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Contract Award from: \_\_\_\_\_  
(Department/Division)

Contract Period: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Division Contact Person: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**ADD ADDITIONAL PAGES AS NEEDED.**

# APPLICATION TITLE PAGE FOR STATE AND FEDERALLY FUNDED PROGRAMS

**APPLICANT AGENCY:** \_\_\_\_\_ **RFP#** \_\_\_\_\_

PROJECT PERIOD: From \_\_\_\_\_ To \_\_\_\_\_  
NAME OF PROGRAM \_\_\_\_\_  
NAME \_\_\_\_\_ EIN \_\_\_\_\_  
ADDRESS \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

2. **FUNDS BEING APPLIED FOR THE FOLLOWING SERVICES:**

Adult Life Skills \_\_\_\_\_ Statewide Respite \_\_\_\_\_  
Community Living Respite \_\_\_\_\_ Assisted Living (Pioneer House) \_\_\_\_\_

3. **TYPE OF AGENCY:**

Public \_\_\_\_\_ Private for Profit \_\_\_\_\_  
Private Non-Profit \_\_\_\_\_ Minority Agency \_\_\_\_\_

4. **BOARD CHAIRPERSON AUTHORIZED TO SIGN CONTRACTS:**

NAME & TITLE \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

5. **PERSON(S) RESPONSIBLE FOR DIRECTING SERVICES:**

NAME OF SERVICE \_\_\_\_\_  
NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
(If other than Agency Address)

NAME OF SERVICE \_\_\_\_\_  
NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
(If other than Agency Address)

NAME OF SERVICE \_\_\_\_\_  
NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
(If other than Agency Address)

(USE ADDITIONAL SHEETS AS NECESSARY)

6. **PERSON TO WHOM CHECKS SHOULD BE MAILED:**

NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_