STATE OF DELAWARE

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

REQUEST FOR PROPOSAL NO. PSCO-711

FOR

PSYCHIATRIC SERVICES FOR LONG TERM CARE FACILITIES

FOR

THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901

Deposit	Waived
Performance Bond	Waived

Date Due: September 20, 2006
11:15 A.M. LOCAL TIME

There will not be a mandatory pre-bid meeting. Questions may be sent to luninda.buxton@state.de.us no later than August 21, 2006. Responses to inquiries will be addressed on August 30, 2006.

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-711

Psychiatric Services for Long Term Care Facilities for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until 11:15 a.m. local time September 20, 2006. At which time the proposals will be opened and read.

There will not be a mandatory pre-bid meeting. Questions may be sent to lucinda.buxton@state.de.us no later than August 21, 2006. Responses to inquiries will be addressed on August 30, 2006. For further information, please contact Lucinda Buxton at (302) 223-1412.

All RFP-PSCOs 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, 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-2ND 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.

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_____.
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

Notification to Bidders

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

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 #_____

EMAILADDRESS_____

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

PLEASE CHECK ONE---CORPORATION _____PARTNERSHIP_____INDIVIDUAL _____

_____

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone # (302) 739-4206 (Sandy Stump)

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 COMMISION EXPIRES _____

CITY OF _____COUNTY OF _____STATE OF_____

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 women, 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.

Minority Business Enterprise (MBE):
At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises 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:
Sandy Stump
Office of Minority and Women Business Enterprise
(302) 739-4206
Fax (302) 739-7839

DELAWARE HEALTH AND SOCIAL SERVICES

REQUEST FOR PROPOSAL
PSC # 711

FACILITY TO COMPLETE

SECTION I

SERVICE DESCRIPTION: Psychiatric Services for Long Term Care Facilities

REQUESTING FACILITY: Division of Public Health

CONTACT PERSON: Lucinda Buxton PHONE (302)223-1412

DATE BID OPENING: September 20, 2006 11:15am

SPECIAL NOTATIONS: _____

BID DEPOSIT REQUESTED: YES: ( ) NO: (X)

PERFORMANCE BOND REQUESTED: YES: ( ) NO: (X)

SUGGESTED SOURCES: _____

SUGGESTED BID DATES: _____

IS A PRE-BIDDERS MEETING REQUESTED: YES: ( ) NO: (X)

IF SO, PLEASE COMPLETE THE FOLLOWING:

DATE:_____ ROOM:_____
TIME:_____ AGENCY:_____
PLACE:_____ CONTACT PERSON:_____

STATE OF DELAWARE

REQUEST FOR PROPOSAL
NO. 711

FOR

Psychiatric Services for Long Term Care Facilities

DEPOSIT	**WAIVED**
PERFORMANCE BOND	**WAIVED**
DATE DUE	**September 20, 2006 11:15am**

DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES, PROCUREMENT BRANCH
MAIN ADMINISTRATION BUILDING, SECOND FLOOR, ROOM #259
1901 NORTH DUPONT HIGHWAY
HERMAN HOLLOWAY, SR. SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720

REQUEST FOR PROPOSAL FOR PSYCHIATRIC SERVICES FOR LONG-TERM CARE FACILITIES
FOR
DELAWARE DIVISION OF PUBLIC HEALTH

The Delaware Health and Social Services (DHSS), Division of Public Health (DPH), is requesting proposals to select a contractor to provide Psychiatric Services for Long-Term Care Facilities.

Two (2) signed originals and ten (10) copies of the proposal, in accordance with the attached Request for Proposals (RFP), must be received on or before:

September 20, 2006 11:15am

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

All proposals must be sent to the attention of:

Mrs. Sandra Skelley
Procurement Administrator
Division of Management Services
Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building
Second Floor, Room 259
1901 North duPont Highway
New Castle, DE 19720
(302)255-9290

IMPORTANT: ALL BIDS/PROPOSALS MUST HAVE ON THE OUTSIDE ENVELOPE OUR SEVEN (7) DIGIT CONTRACT NUMBER. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

If you do not intend to submit a proposal, you are requested to return the face sheet (cover page) with **"NO PROPOSAL"** stated on the front with your **company's name, address, and signature.**

REQUEST FOR PROPOSAL FOR PSYCHIATRIC SERVICES FOR LONG-TERM CARE FACILITIES
FOR
DELAWARE DIVISION OF PUBLIC HEALTH

Availability of Funds

Funds are available for the selected vendor to provide Psychiatric Services. Contract renewal is possible for up to two additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will not be required.

Further Information

Inquiries regarding this RFP should be addressed to:

Lucinda Buxton
Rehabilitation and Human Services Department
Delaware Hospital for the Chronically Ill
100 Sunnyside Road
Smyrna, DE 19977
Phone: (302)223-1412
Email: Lucinda.Buxton@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Lucinda Buxton is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by August 21, 2006 and will be e-mailed or faxed by August 30, 2006. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions. The complete list of questions and their answers will also be posted on the internet at www.state.de.us/dhss/rfp/dhssrfp.htm.

REQUEST FOR PROPOSAL FOR PSYCHIATRIC SERVICES TO LONG-TERM CARE FACILITIES
FOR
DELAWARE DIVISION OF PUBLIC HEALTH

I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes it mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- promoting the availability of health services.

The Delaware Health and Social Services (DHSS) is the single state agency that has authority and bears the responsibility for a statewide health and social services delivery system. It was created in 1970 as a part of the overall reorganization of Delaware State Government. Multiple and sometimes conflicting levels of town, county, and regional health and social service entities are minimized under this system.

The Division of Public Health operates three Long-term Care Facilities. The largest of the Long-term Care Facilities is Delaware Hospital for the Chronically Ill, (DHCI) which is budgeted for 270 beds of which 76 are skilled. The Emily P. Bissell Hospital (EPBH) is budgeted for 85 skilled beds and Governor Bacon Health Center (GBHC) which is budgeted for 90 ICF beds.

The Division of Public Health is committed to assuring that citizens of Delaware have access to health care at levels appropriate to their needs, and that when long-term care in the Public Health facilities' is required, such care is of the highest quality.

B. Project Goals

The goal of the contract resulting from this RFP is the provision of high quality Psychiatric services to the residents of Delaware Hospital for the Chronically Ill (DHCI), Emily P. Bissell Hospital (EPBH) and Governor Bacon

Healthcare Center (GBHC). There is an ongoing need for psychiatric services at all three facilities.

II. SCOPE OF SERVICES

All components listed in this section are mandatory.

1. Psychiatric evaluations upon request of the Gero-Psychiatric Team.
2. Record findings, assessments, and recommendations in the Gero-Psychiatric Team format utilized at each facility.
3. Work in coordination with the Gero0-Psychiatric Team in terms of the outcomes from the Interdisciplinary Care Conference.
4. Assist in the development and implementation of the guidelines for psychiatric mental health disease process identification.
5. Travel to all 3 facilities as needed up to the number of hours indicated for each facility. Travel is not part of the billable portion of Psychiatric Services.
6. Coordinate facility visits with the Gero-Psychiatric Team and unit physicians during other than scheduled visit times. A list of Holidays is available as Appendix F of this Request for Proposal.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is 12 months with the possibility of renewal for up to two additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors will not be permitted for this project.

C. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

D. Reserved Rights

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

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The 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,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring

The contractor may be monitored on-site on a regular basis by representatives from the Division of Public Health. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Bidder's Signature Form

This form, found in Appendix A, must be completed and signed by the bidder's authorized representative.

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: September 20, 2006 11:15am**).

C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

D. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

E. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

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

F. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

G. Statements of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

H. Standard Contract

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

V. BUDGET

Vendor will submit a line item budget describing how funds will be utilized. Budget should include an amount per hour. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) signed originals and ten (10) copies of responses to this RFP shall be submitted to:

Mrs. Sandra Skelley, Procurement Administrator
Division of Management Services
Delaware Health and Social Services
Main Administration Building
Second Floor, Room 259
1901 North duPont Highway

New Castle, DE 19720

Proposals shall be typed, double-spaced, on 8-1/2 by 11 inch paper.

B. Closing Date

All responses must be received no later than **September 20, 2006 at 11:15 a.m.** Later submission will be cause for disqualification.

C. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

D. Questions

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed. or emailed to: Name and address: Lucinda Buxton, Rehab Services Dept., 100 Sunnyside Road, Smyrna, DE 19977. Fax number: (302)223-1501. Email: lucinda.buxton@state.de.us Deadline for submission of all questions is August 21, 2006. Written responses will be faxed or emailed to bidders no later than August 30, 2006. Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

F. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge the specific contents of any proposal to the extent that the applicant(s) identity(ies) would be disclosed. This information is privileged and confidential.

G. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of

the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

H. Investigation of Grantee's Qualifications

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

I. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

J. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

K. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

L. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

Activity	***Date***
Bid Opening	September 20, 2006
Selection Process Begins	September 21, 2006

Vendor Selection (tentative)	October 19, 2006
Project Begins	January 1, 2007

M. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 259, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

Category	Weight
Meets mandatory RFP provisions	Pass/Fail
Understanding of the requirements and ability to provide the service.	40
1. Qualifications of vendor	20
2. Inclusion of all requested elements	10
3. Available resources	10
Methodology Proposed	10
1. Services proposed fit needs as expressed in RFP	5
2. Proposed activities follow a logical sequence	5
Adequacy of workplan & schedules	10
1. time line	10
Cost proposal	40

Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in

the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

APPENDIX A:

BIDDERS SIGNATURE FORM

DELAWARE HEALTH AND SOCIAL SERVICES

REQUEST FOR PROPOSAL

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, & ZIP CODE:_____
CONTACT PERSON:_____
TELEPHONE NUMBER:_____
FAX NUMBER:_____
DATE:_____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER:_____
DELIVERY DAYS/COMPLETION TIME:_____
F.O.B.:_____
TERMS:_____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF 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 PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX B:

CERTIFICATION SHEET

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 _____.

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:

4. 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.

5. 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

6. 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

APPENDIX C

STATEMENTS OF COMPLIANCE FORM

DELAWARE HEALTH AND SOCIAL SERVICES

REQUEST FOR PROPOSAL

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature:_____

Title:_____

Date:_____

APPENDIX D

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

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

Please check one---Corporation _____ Partnership_____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 (Sandy Stump)
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 COMMISION EXPIRES _____

CITY OF _____COUNTY OF _____STATE OF_____

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 women, 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.

Minority Business Enterprise (MBE):
At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises 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, the bidder must contract:
Sandy Stump
Office of Minority and Women Business Enterprise
(302) 739-4206
Fax (302) 739-7839

APPENDIX E

Contract Boilerplate

DELAWARE HEALTH
AND SOCIAL SERVICES

DPH CONTRACT # _____
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]

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

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. Not withstanding 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 B. 3. 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 ___.

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 ___. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any**.** The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.

4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.

5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.

6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as 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.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."

3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E. Authorized Signatures:

For the Contractor:	For the Department:
_____	_____
Name	Vincent P. Meconi Secretary
_____	_____
Title	Date
_____	For the Division:
Date	

_____
Jaime H. Rivera, M.D., FAAP
Director

_____
Date

APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.

2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.

3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.

4. 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 State Legislature and/or Congress.

5. 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.

6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

   Address: _____

   _____

   Phone _____

   E.I. No.: _____

2. Division:_____

3. Service:_____

   _____

   _____

4. Total Payment shall not exceed _____.

5. Source of Contract Funding:

   _____ Federal Funds (CFDA#_____)
   _____ State Funds
   _____ Other Funds
   _____ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

BUSINESS ASSOCIATE AGREEMENT[1]

This Business Associate Agreement ("Agreement"), effective as of the _____day of _____, 200__, is entered into by and between _____, ("Covered Entity") and _____ ("Business Associate")

WHEREAS, in conjunction with the provision of certain healthcare services, Covered Entity receives and creates certain individually identifiable heath information ("Protected Health Information") the creation, transmission, disclosure and dissemination of which must be protected as confidential information;

WHEREAS, in conjunction with the provision of certain healthcare services to Covered Entity under an agreement dated the _____ day of _____, _____, ("Original Contract") Business Associate has access to and is involved in the creation, transmission, disclosure and dissemination of such Protected Health Information.

WHEREAS, the Covered Entity and Business Associate wish to comply with the provisions of 45 C.F.R. §160.101 et seq. ("Privacy Regulations") and 45 C.F.R. §164.308 et seq. ("Security Regulations") regarding the appropriate use and disclosure of Protected Health Information;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate hereby agree as follows:

1. **Definitions.** The terms used in this Business Associate Agreement ("Agreement") shall have the same meaning as those terms are used in HIPAA, 45 CFR § 160 et seq. and 45 CFR § 164.308 et seq.

2. **Permitted uses and Disclosures of Protected Health Information.** Business Associate will not use or further disclose any Protected Health Information except in the provision of services to Covered Entity as specifically authorized under the Original Contract, including without limitation any use or disclosure which would violate the provisions of the Privacy Regulations. Notwithstanding the foregoing, Business Associate may use and disclose Protected Health Information to provide data aggregation services related to the healthcare operations of Covered Entity. Business Associate may also use and disclose Protected Health Information in the proper management and administration of Business Associate and to carry out its legal responsibilities, provided that the use and disclosure is either required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which

[1] The entities must enter into a memorandum of understanding with the business associate that contains terms that accomplish the objectives of paragraph (a) (2)(i) of section §164.314 or if other law contains requirements applicable to the business associate that accomplish the objectives of paragraph (a)(2)(i) of section §164.314

it was disclosed to the person and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of information has been breached.

3. **Responsibilities of Business Associate**. Business Associate will:

(a) Not use or further disclose Protected Health Information other than as permitted or required by the Original Contract or as required by law, including without limitation, the Privacy Regulations and any applicable State law;
(b) Use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for in the Original Contract;
(c) Implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
(d) Report to Covered Entity any use or disclosure of Protected Health Information not provided for in the Original Contract of which it becomes aware;
(e) Ensure that any agents, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information. Further any agent or subcontractor must agree to implement reasonable and appropriate safeguards to protect electronic protected health information.
(f) Make available for inspection and copying Protected Health Information to an individual about such individual in accordance with 45 C.F.R § 164.524;
(g) Make available Protected Health Information to an individual about such individual for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
(h) Make available Protected Health Information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528;
(i) Make its internal practices, books, and records relating to the use an disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of HHS to whom the authority involved has been delegated for purposes of determining the Covered Entity's compliance with privacy Regulations; and
(j) At termination of the Original Contract, if feasible, return all Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associates still maintains in any form and retain no copies of such Protected Health information or, if return is not feasible, extend the protections of the Original Contract and this Agreement to the information and limit further uses and disclosures to those purposes that make the return of the protected Health Information infeasible.

4. Other Arrangements

(a) If a business associate is required by law to perform a function or activity on behalf of a covered entity or to provide a service described in the definition of business

associate as specified in §160.103 of this subchapter to a covered entity, the covered entity may permit the business associate to create, receive, maintain or transmit electronic protected health information on its behalf to the extent necessary to comply with the legal mandate without meeting the requirements of (a) (2) (1) of §164.314, provided that the covered entity attempts in good faith to obtain satisfactory assurances as required by paragraph (a)(2)(ii)(A) of §164.314, and documents the attempt and the reasons that these assurances cannot be obtained.

(b) The covered entity may omit from its other arrangements authorization of the termination of the contract by the covered entity, as required by paragraph (a)(2)(i)(D) of §164.314 if such authorization is inconsistent with the statutory obligations of the covered entity or its business associate.

5. **Termination of Agreement**. This Agreement and the Original Contract may be terminated by Covered Entity if Covered Entity determines that Business Associate has violated a material term of this Agreement. The provisions of Paragraphs 1 and 2 hereof shall survive any termination of this Agreement and/or the Original Contract.

6. **Miscellaneous**. This Agreement contains the final and entire agreement of the parties and supersedes all prior and/or contemporaneous understandings and may not be modified or amended unless such modification is in writing and signed by both parties and their successors, administrators and permitted assigns. All personal pronouns used in this Agreement whether used in masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa. Titles of Paragraphs are utilized for convenience only and neither limit nor amplify the provisions of this Agreement itself. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the reminder of this affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title:_____	Title: _____

APPENDIX F

Schedule of Holidays

STATE OF DELAWARE 2006 HOLIDAYS

Legal Holiday	Date	Facility Holiday	Date
New Year's Day	January 2 (Monday)	New Year's Day	**January 1 (Sunday)**
Martin Luther King Jr. Day	January 16 (Monday)	Martin Luther King Jr. Day	January 16 (Monday)
Presidents' Day	February 20 (Monday)	Presidents' Day	February 20 (Monday)
Good Friday	April 14 (Friday)	Good Friday	April 14 (Friday)
Memorial Day	May 29 (Monday)	Memorial Day	May 29 (Monday)
Independence Day	July 4 (Tuesday)	Independence Day	July 4 (Tuesday)
Labor Day	September 4 (Monday)	Labor Day	September 4 (Monday)
Columbus Day	October 9 (Monday)	Columbus Day	October 9 (Monday)
Election Day	November 7 (Tuesday)	Election Day	November 7 (Tuesday)
Return Day 3.75 Hours~Sussex Co. Only	November 9 (Thursday)	Return Day	November 9 (Thursday)
Veterans' Day	November 10 (Friday)	Veterans' Day	November 11 (Saturday)
Thanksgiving Day	November 23 (Thursday)	Thanksgiving Day	November 23 (Thursday)
Day after Thanksgiving	November 24 (Friday)	Day after Thanksgiving	November 24 (Friday)
Christmas Day	December 25 (Monday)	Christmas Day	December 25 (Monday)