

STATE OF DELAWARE



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DELAWARE HEALTH  
AND SOCIAL SERVICES

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DIVISION OF MANAGEMENT  
SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

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**REQUEST FOR PROPOSAL NO. PSC-720  
FOR**

**Neighborhood Home for Individuals with Developmental Disabilities and Sexual Offending  
Behaviors**

**FOR**

**THE DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES  
DELAWARE HEALTH AND SOCIAL SERVICES  
Woodbrook Professional Center  
1056 South Governor's Avenue, Suite 101  
DOVER, DE 19904**

Deposit	Waived
Performance Bond	Waived

**Date Due: December 19, 2006  
11:00 A.M. LOCAL TIME**

There will be a mandatory pre-bid meeting on November 22, 2006. Questions may be sent to [joseph.keyes@state.de.us](mailto:joseph.keyes@state.de.us) no later than November 28, 2006. Responses to inquiries will be addressed on December 5, 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 PSC-719

Sealed proposals for Neighborhood Home for Individuals with Developmental Disabilities and Sexual Offender Behaviors for the Division of Developmental Disabilities Services, Delaware Health and Social Services, Woodbrook Professional Center, 1056 South Governor's Avenue, Dover, DE 19904, 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 **11:00 a.m. local time December 19, 2006**. At which time the proposals will be opened and read.

A mandatory pre-bid meeting will be held on November 22, 2006, in the Woodbrook Professional Center Conference Room at 10:00 a.m. local time, **1056 South Governor's Avenue, Suite 101, DOVER, DE 19904**.

Questions may be sent to [joseph.keyes@state.de.us](mailto:joseph.keyes@state.de.us) no later than November 28, 2006. Responses to inquiries will be addressed on December 5, 2006. For further information, please contact Joseph B. Keyes, Ph.D., at (302) 744-9600.

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 you are requested 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 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

The 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.

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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 COMMISSION 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 # 720**

***FACILITY TO COMPLETE***

**SECTION I**

SERVICE DESCRIPTION: Neighborhood Home for Individuals with Developmental Disabilities and Sexual Offender Behaviors

REQUESTING FACILITY: Division of Developmental Disabilities Services

CONTACT PERSON: Joseph B. Keyes, Ph.D. PHONE 302-744-9600

DATE BID OPENING: December 8, 2006 11:00am

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: ( X ) NO: ( )

IF SO, PLEASE COMPLETE THE FOLLOWING:

DATE: 11/22/2006 ROOM: Conference Room  
TIME: 10:00 a.m. local time AGENCY: Division of Developmental Disabilities Services  
PLACE: Woodbrook Prof. Center CONTACT PERSON: Joseph B. Keyes, Ph.D.  
1056 S. Governor's Ave.  
Suite 101  
Dover, Delaware 19904



**REQUEST FOR PROPOSAL FOR NEIGHBORHOOD HOME FOR INDIVIDUALS  
WITH DEVELOPMENTAL DISABILITIES AND SEXUAL OFFENDING BEHAVIORS**

**DELAWARE DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES**

The Delaware Health and Social Services (DHSS), Division of Developmental Disabilities Services (DDDS), is requesting proposals to select a contractor to provide Services to individuals with sexual offending behaviors.

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:

**December 19, 2006, 11:00a.m. Local Time**

**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.**

**NEIGHBORHOOD HOME FOR INDIVIDUALS WITH DEVELOPMENTAL  
DISABILITIES AND SEXUAL OFFENDING BEHAVIORS**

**FOR**

**DELAWARE DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES**

**Availability of Funds**

Funds are available for the selected vendor to provide services to individuals with sexual offending behaviors. Contract renewal is possible for up to two additional years contingent on funding availability and contract performance.

**Pre-Bid Meeting**

A pre-bid meeting will be required.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Joseph B. Keyes, PhD  
Division of Developmental Disabilities Services  
Woodbrook Professional Center  
1056 S. Governor's Avenue, Suite 101  
Dover, Delaware 19904  
Phone: 302-744-9600  
FAX: 302-744-9631  
E-mail: [joseph.keyes@state.de.us](mailto:joseph.keyes@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 Developmental Disabilities Services' staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Joseph B. Keyes, Ph.D 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 NOVEMBER 28, 2006, and will be e-mailed or faxed by DECEMBER 5, 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](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

## **I. INTRODUCTION**

The Department of Health and Social Services' Division of Developmental Disabilities Services (DDDS) is issuing this Request for Proposals (RFP) Pursuant to 29 Del. C. § 6902 (1), 6981, and 6982. The purpose of this RFP is to have a single organization operate a Neighborhood Group Home for individuals with developmental disabilities and sexual offending behavior.

The proposal must conform to the requirements of the "Proposal Procedures" and "Required Information" sections of this RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format. Each proposal shall be accompanied by a cover letter that briefly summarizes the proposing firm's interest in providing the required services. The cover letter shall clearly state and justify any exceptions to the requirements of this RFP that the proposing firm may have taken in presenting the proposal. In addition, the cover letter shall include a clear statement of the proposed total cost of the project. The State reserves the right to deny any and all exceptions taken to the requirements of this RFP.

## **II. BRIEF DESCRIPTION OF PROGRAM**

Delaware Health and Social Services Division of Developmental Disabilities Services (DDDS) serves approximately 3,000 individuals with mental retardation and other specific developmental disabilities. The agency is the single state agency responsible for administering state services to this population. The Division's programs fall in the broad categories of institutional services at the single state-run ICF/MR facility, Stockley Center, which presently serves 84 people and community services which encompasses an early intervention program (200 children ages 0 – 3 years), residential, day and respite programs.

The DDDS currently has one MR/DD HCBS Waiver, a 1915(C) for residential services that helps fund services to over 800 people in the community. These supports include Day and Residential programs, Respite, Clinical Support, Environmental Modifications, and Case Management services. Residential services to people participating in the waiver program are provided by about 15 contracted agency providers who oversee a network of group home and apartment sites, as well as through approximately 200 contracted foster provider families. Day program services encompass habilitation at one of the five DDDS-operated community facilities, or a variety of prevocational and supported employment options provided by approximately 15 contracted agencies in the community.

The Division over the last several years through its ongoing strategic plan and other Division activities has been shifting the service delivery system from a fixed program, facility based system to a system of more flexible, consumer centered and directed individual supports. The purpose of this RFP is to identify a provider organization to operate a comprehensive residential Neighborhood Home treatment program for individuals with developmental disabilities and sexual offending behavior.

### **III. SCOPE OF WORK**

The contractor will design and direct a 5 – 6 person Neighborhood Group Home for the target population. The Program will be licensed as a Neighborhood Home and participate in the DDDS HCBS 1915 (c) Waiver. Selection of the group home site and physical plant design of the home is made by DDDS. Selection of individuals for placement in the residential treatment program is made by DDDS. Criteria the Division uses for selection of individuals include: 1) a history of sexual offending behavior (whether adjudicated or not); 2) a risk of relapse/re-offending; 3) a need for external surveillance and supervision; and 4) a need for sexual offending treatment and related life skills training.

The Contractor selected will design and operate the program with two related goals: 1) public safety and 2) treatment for the individual to reduce the probability of recidivism and victimization. Essential components to the design and operation of the home include:

1. Security.
2. Supervision- 24 hour staffing. A comprehensive training program for staff focused on sexual offending issues and compliance with DDDS staff training requirements.
3. Assessment- Comprehensive assessment designed to evaluate risk, establish pre-treatment baselines, determine treatment goals and monitor progress in treatment.
4. Behavior treatment and management.
5. Group and individual therapy focused around sexual offender and victim issues
6. Skills training classes (social skills, sexual education, anger management, coping and relaxation skills, safety planning, etc.).
7. Expressive therapies.
8. Psychotropic medication and anti-androgen medications as appropriate.
9. Compliance with the State of Delaware Neighborhood Home rules and regulations and 1915 (c) HCBS Waiver rules and regulations.
10. Consultants in nursing, psychology, counseling, psychiatry, etc. to implement the essential program components.

#### **IV. Required Information**

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

The following information should be presented in an indexed format for each proposal in the order listed below. Failure to respond to any request for information may result in rejection of the proposal at the sole discretion of the State:

A: Statement of the name, address, and telephone number of the organization.

B: A description of the organization's background and experience in providing the types of work services identified in the Scope of Services section of this RFP. Include background/experience in working with state agencies, operating residential group home programs for the target population, providing treatment services and supports to individuals with developmental disabilities and sexual offending behavior.

C: A description of the organization's mission, values, and philosophy as it relates to residential treatment and services for the target population. Include relevant policies and procedures.

D: A description of the organization's corporate structure. This includes a Table of Organization, governing structure, ownership, resumes of key administrative, clinical and project staff, and listing of current and past projects of a similar nature.

E: Three letters of reference from organizations with the ability to provide current information related to the bidder's ability to perform the services outlined in the RFP.

F: A notarized letter from a CPA firm that attests to the organization's historical and current financial management performance, including information attesting to the organization's debt to income liquid ratios.

G: A detailed plan of action for the implementation of the services including specific timeframes for key activities outlined in the RFP. The plan should include at a minimum:

1. Plan for establishing a Delaware based provider organization.
2. Plan for recruiting, hiring and training staff
3. Detailed and specific plans, methods and procedures for implementing and conducting the key activities included in the Scope of Work section of the RFP.
4. Quality assurance/enhancement plans for the operation of the program and compliance with standards, rules and regulations.

H: Proposed budget for the project. The budget shall be in a line item format that conforms to the budget template in Appendix C.

I: Signed “Certification Sheet”; “Compliance Sheet”; and “Bidders Form”

### **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 without prior 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 Developmental Disabilities Services. 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 the 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: December 19, 2006 11:00am**).

#### **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 or 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 A is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Developmental Disabilities Services. This boilerplate will be the one used for any contract award 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. The proposed budget should include line items contained in Appendix E of this document. Modifications to the budget after the award must be approved by the Division of Developmental Disabilities Services' Chief of Administration.

## **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 **December 19, 2006, at 11:00 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:

Joseph B. Keyes, Ph.D  
Division of Developmental Disabilities Services  
Woodbrook Professional Center  
1056 S. Governor's Avenue, Suite 101  
Dover, Delaware 19904  
Phone: 302-744-9600  
FAX: 302-744-9631  
E-mail: [joseph.keyes@state.de.us](mailto:joseph.keyes@state.de.us)

Deadline for submission of all questions is November 28, 2006. Written responses will be faxed or emailed to bidders no later than December 5, 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.

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

#### **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:

<i><u>Activity</u></i>	<i><u>Date</u></i>
Bid Opening	December 19, 2006
Selection Process Begins	December 20, 2006
Vendor Selection (tentative)	January 3, 2007
Project Begins	February 2, 2007

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## **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 Developmental Disabilities Services, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against the 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.

<u>Category</u>	<u>Assigned Points</u>
Meets mandatory RFP provisions	Pass/Fail
Understanding of the requirements and ability to provide the service.	
1. Organizations experience in successfully conducting similar types of programs and services, with similar populations for similar agencies	30
2. Organizations potential ability to expeditiously implement the services described in the RFP and provide administrative, clinical and project support to the program	20
3. Appropriateness of the action plans/activities and timeframes for implementation of the program and services of the project	20
4. Degree the organization demonstrates the potential ability to recruit, assign and schedule qualified staff to conduct the various activities and tasks outlined in the RFP	15
5. Content of the notarized letter from the CPA firm attesting to the organization's solvency including a debt to liquidity ratio statement	10
6. Evaluation of the proposed costs as it relates to service delivery	5

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Upon selection of a vendor, a Division of Developmental Disabilities Services staff member 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

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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), (DBE) 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 COMMISSION 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.

**Disadvantaged Business Enterprise (DBE):**

Any corporation, partnership, sole proprietorship, individual or other business enterprise, operating a business for profit with 100 employees or fewer, including employees employed in any subsidiary or affiliated corporation which otherwise meets the requirements of the federal small business innovation research program, except for the limitation on regarding a maximum number of company employees.

**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*

# CONTRACT

## A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of Developmental Disabilities Services (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 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,
  - b) by the Contractor with cause upon thirty (30) calendar days written notice.

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 D – Community Residential Services Contractual Performance Indicators, Residential Performance Measures- Community Programs

Appendix E – Reporting Requirements in Cases of Abuse/Neglect: DDDS Abuse, Neglect, Mistreatment, Financial Exploitation and Significant Injury; Title 16 – Section 1131 – 1140; Title 16 – Section 1141; DDDS Reporting Requirements

Appendix F – Cost and Revenue Reports

Appendix G – Residential Performance Standards: Delaware State Board of Health Laws and Regulations Pertaining to Sanatoria, Rest Home, Boarding Homes, Nursing Homes and Related Institutions, DDDS Standards for neighborhood Homes, DDDS Standards for Community Living Arrangements

Appendix H – Proclamation of Beliefs and Guiding Principles

Appendix I - DDDS Training Policy for DDDS Employees and Contractors

Appendix J – Business Associate Agreement

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. 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 E 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:

\_\_\_\_\_

Chief Operating Officer

\_\_\_\_\_

Date

For the Department:

\_\_\_\_\_

Vincent P. Meconi  
Secretary

\_\_\_\_\_

Date

For the Division:

\_\_\_\_\_

Marianne Smith  
Director

\_\_\_\_\_

Date



# Attachment A

## DIVISIONAL REQUIREMENTS

**DIVISIONAL REQUIREMENTS**

RESIDENTIAL Individual Rate

**A. PURPOSE**

The purpose of this CONTRACT is to specify the conditions, obligations, and duties of the respective parties with regard to the provision of room, board, and services as further defined herein at residential facilities as listed in Appendix B - List of Sites.

**B. LAWS, RULES, POLICIES, AND PROCEDURES**

1. The CONTRACTOR agrees to maintain in the residential site and in its office, if different, a copy of the Public Acts, promulgated rules and policies, and procedures which deal directly with the subject matter of this CONTRACT. The CONTRACTOR further agrees to conduct its business and provide its services in compliance with these laws, rules, policies, and procedures, which are incorporated into this contract by reference. The CONTRACTOR acknowledges that Public Acts, promulgated rules and policies, and procedures may change during the course of this CONTRACT. The DIVISION may require the CONTRACTOR to adhere to such changes during the term of this CONTRACT, subject to sufficient funds. The CONTRACTOR shall expressly acknowledge the receipt of such changes in writing.
2. The DIVISION agrees to give the CONTRACTOR copies of all applicable laws, rules, policies, and procedures. A complete listing of materials given to the CONTRACTOR will be maintained by both parties and CONTRACTOR will acknowledge, by signature, its receipt of the listed materials.

**C. TERMINATION**

1. During the term of and upon termination of this contract, the CONTRACTOR agrees to give to the DIVISION, upon its written request, the clients' clinical records or true copies, and copies of fiscal records required by this CONTRACT. The clinical records shall be given to the DIVISION immediately upon written request. Other referenced records shall be provided within fourteen (14) days, except that completed financial statements need not be provided for thirty (30) days.
2. During the term of and upon termination of this contract, the CONTRACTOR agrees to surrender to the DIVISION any medications used by clients, all personal property of clients, and all residential site equipment or furnishings purchased with DIVISION funds.

#### **D. LEASING AND ACQUISITION**

1. The DIVISION must approve all leases and other transfers of any real property interests in advance of CONTRACTOR'S entering into any leases or agreement to transfer. Financial terms for residential site acquisition or for leases need to be reviewed and approved in advance by the DIVISION prior to the CONTRACTOR entering into any financial agreement for the residential sites.
2. CONTRACTORS cannot purchase or lease vehicles, or renew/extend leases on vehicles, without prior written approval from the DIVISION. The DIVISION will not reimburse any expenses related to unapproved vehicles.
3. The DIVISION is to be provided with copies of all executed leases for residential sites and vehicles.

#### **E. CONTRACT PAYMENTS**

1. Total payments under this AMENDMENT shall not exceed \$ in accordance with the budget presented. The DIVISION will advise the CONTRACTOR as to which clients are to be billed directly to Medicaid. The DIVISION will not be responsible for uncollected Medicaid revenues.
2. In the event of termination, the DIVISION shall withhold the full amount of the final billings to the CONTRACTOR pending satisfactory completion of necessary records of all services provided hereunder. The DIVISION's right to recovery, in the event of CONTRACTOR's default, shall be limited to the DIVISION's actual and direct damages caused by such default. Any undisputed amount owed to the CONTRACTOR will be paid within ninety (90) days.
3. 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 budget will be deemed by the DIVISION to be gratuitous and not subject to any financial reimbursement.
4. Payment to the CONTRACTOR will be on a fee-for-service basis for actual days of service provided by the CONTRACTOR up to the contract maximum.
  - a. For Medicaid Waiver eligible individuals billed directly to Medicaid by the CONTRACTOR, the CONTRACTOR will be responsible for submitting claims to Medicaid for the actual number of days each resident is in attendance. The per diem rate used will be the individual rate as listed in the budget.
  - b. For non-Medicaid eligible individuals residing at the site, the DIVISION is to be invoiced monthly at the individual rate for the actual number of days the individual is in attendance. Invoices submitted to the DIVISION are to be itemized in the following

format for each resident; rate times actual number of days in attendance equals invoice amount.

- c. Site Costs are to be invoiced to the DIVISION on a semi-annual basis with the first invoice to be presented at the beginning of the contract term. Payment for site costs will be on a cost reimbursement basis up to the maximum as listed in the budget. Reconciliation of site costs will be conducted on a semi-annual basis.
  - d. Invoices are to be submitted with Monthly Occupancy Reports to the assigned DDDS Contract Manager no later than the 10<sup>th</sup> calendar day of the following month. A responsible official employed by the CONTRACTOR will sign each invoice.
  - e. The CONTRACTOR is responsible for collecting the clients' monthly contribution in accordance with the Division's Distribution Summary Report.
5. The CONTRACTOR shall prepare and submit quarterly cost and revenue reports within 30 calendar days of the end of each quarter. The cost and revenue reports must be submitted in the DIVISION prescribed format (Appendix F). Under no circumstances will the combined total payments from the DIVISION, Medicaid and client funds be higher than the total budget in Appendix C. A responsible official employed by the CONTRACTOR will sign each cost and revenue report attesting to its accuracy.
  6. The CONTRACTOR shall process all referrals to and from programs/services in a manner which ensures a timely, efficient and smooth transition (minimizing, to the extent possible, disruptions in individual programs/services); vacancies will be filled within 60 days.
  7. The DIVISION will be responsible for paying Client Contribution less \$140.00 (food) in the event a vacancy exists in a Residential Site for a period not to exceed 60 days. A vacancy occurs when a client is permanently discharged or transferred. These costs become the responsibility of the CONTRACTOR if the vacancy lasts longer than 60 days. Invoices for vacancy payments are to be submitted separately. The CONTRACTOR is not to invoice the DIVISION for Medicaid revenue lost as a result of a vacancy.

## **F. OTHER CONTRACTOR RESPONSIBILITIES**

1. The CONTRACTOR agrees to use its best efforts to obtain all supplies and materials incidental for use in the performance of this CONTRACT at the lowest practicable cost and to contain its total costs where possible by competitive bidding whenever practical.
2. The CONTRACTOR agrees to maintain accurate accounts, books, documents, receipts, and other evidentiary, accounting, and fiscal records in accordance with established and recognized methods of accounting and which sufficiently and properly reflect all direct and indirect administrative and service costs of any nature expended in the performance of this CONTRACT. 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.

3. Service Provision

- a. The CONTRACTOR agrees to provide the services necessary for the operation of the residential sites listed in Appendix B.
- b. The CONTRACTOR agrees to provide the DIVISION with client admission and discharge criteria that functionally describe clients appropriate for services in the residential site. Such criteria shall be flexible enough to reasonably accommodate individuals who need specialized assistance and/or support and are subject to the DIVISION's approval.
- c. The CONTRACTOR agrees to obtain DIVISION approval whenever a referral for change of program within or between agencies has been recommended. The DIVISION will be the final authority on all referrals.
- d. The CONTRACTOR agrees to deliver services in accordance with an individual plan of service for each client as developed by the DIVISION, the CONTRACTOR and other service providers that constitute the client's interdisciplinary team.
- e. The CONTRACTOR agrees to participate in the implementation of and staff training associated with Essential Lifestyles Planning.
- f. The CONTRACTOR agrees to make a good faith effort to achieve the goals and objectives of each client's individual plan of service using the methodologies identified in the individual plan of service developed and/or approved as aforesaid.
- g. The CONTRACTOR agrees to submit to designated DIVISION representatives a progress report for each individual served by this contract (format and submission intervals/dates shall be mutually established and acceptable to the DIVISION).
- h. The CONTRACTOR agrees to maintain on the residential site premises complete and current client records (also referred to as "clinical records") in accordance with the DIVISION Neighborhood Home Standards and any requirements contained in the individual plan of service.
- i. The CONTRACTOR agrees to meet the nutritional needs of clients in accordance with standards and requirements set forth in applicable DIVISION licensing statutes and rules.

- j. The CONTRACTOR agrees not to obligate the DIVISION for costs in excess of the costs of services contained in the DIVISION approved individual plans of service and the rates contained in the Budget, without written approval of the DIVISION.
  - k. The CONTRACTOR agrees that authorized representatives of the DIVISION shall have access to the residential site, clients, staff, and clients' records.
  - l. The CONTRACTOR agrees to provide services in a fair, open, and honest manner.
  - m. The CONTRACTOR agrees to cooperate with the DIVISION in the conduct of meetings with interested community groups and agencies as necessary to promote the success of the program.
  - n. The CONTRACTOR agrees to make appropriate provisions, as required by federal and state laws and regulations, to physically secure and safeguard all sensitive and confidential information related to case records.
  - o. The CONTRACTOR agrees to comply with all terms, requirements, and provisions of Titles VI and VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other federal, state, local, or other anti-discriminatory act, law, statute, regulation or policy, along with all amendments and revisions of these laws, in the performance of this CONTRACT. Also, the CONTRACTOR will not discriminate against any client or applicant for service because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.
  - p. The CONTRACTOR agrees to adhere to all State and Federal Standards required for each program which include but are not limited to Neighborhood Home Standards and licensing regulations (for Neighborhood Homes) and apartment standards (for apartment programs). These Standards are included as Appendix G.
  - q. The CONTRACTOR will incorporate the "Proclamation of Beliefs and Guiding Principles" into its service delivery system. (Appendix H)
  - r. The CONTRACTOR agrees to provide Program Management services (as defined by the DIVISION) for clients of the residential sites in Appendix B in adherence to a scheduled agreed to by the DIVISION.
  - s. The CONTRACTOR agrees to fully cooperate with the DIVISION during any investigation of the CONTRACTOR for the alleged breach of any part of this contract.
4. Administration
- a. The CONTRACTOR agrees that requests for payment for elective medical, dental, surgical, and therapeutic care, and other services not covered by this CONTRACT, by Medicaid, by Medicare, or by other payers shall be submitted prior to incurring such

expense by the CONTRACTOR to the DIVISION which will either approve or disapprove the request in writing. Emergency treatment or services can be approved verbally by the DIVISION.

- b. The CONTRACTOR agrees to maintain an inventory of all furnishings and equipment which were purchased in whole or in part with funds provided by the DIVISION. This is to include all furnishings and equipment that have a dollar value of more than \$50 and a durable life of more than one year. All furnishings and equipment purchased primarily with funds provided by the DIVISION remain the property of the DIVISION and disposition shall remain the sole discretion of the DIVISION. Items may not be taken off of the inventory when they have been depreciated. The CONTRACTOR further agrees to report expenditures for individual furnishings or equipment items to the DIVISION with each quarterly cost and revenue report.
- c. The CONTRACTOR agrees to maintain separate accounts and auditable records for revenue received on behalf of clients, including date received and source of funds; and, expenditures from clients' personal allowance funds, including date expended, purpose and receipt. The CONTRACTOR further agrees to provide access to the records by the DIVISION or its designee upon request.
- d. The CONTRACTOR agrees that personal allowance includes all funds provided by the DIVISION, federal funding programs, Social Security or by the family or guardian on behalf of the clients. These funds, as well as any additional funds earned by the client, shall not be used for payment of goods and services required for room, board, supervision or programs unless prescribed by the DIVISION.
- e. The CONTRACTOR agrees to assist the DIVISION in continuing entitlements for all eligible clients placed in the residential site.
- f. The CONTRACTOR agrees that reports of surveys completed by Medicaid authorized survey agencies can be shared with other residential contractors in Delaware. The purpose is to enable them to more effectively plan for surveys of their residential sites.
- g. The CONTRACTOR will complete an annual independent, professional audit of all client personal spending funds. Audits are to be completed and submitted to the DIVISION by December 31 for the fiscal year ending June 30 of the same year.
- h. The CONTRACTOR agrees that monthly attendance records will be maintained and submitted to the DIVISION's Contract Manager no later than the 10<sup>th</sup> calendar day of the following month. For the purposes of attendance, an individual is considered to be in attendance at the site in which he/she spent the night
- i. The CONTRACTOR agrees that abuse investigations shall be conducted by agency personnel who have completed a DIVISION approved investigation course.

- j. The CONTRACTOR agrees to submit quarterly staff turnover data to the DIVISION with each cost and revenue report.

5. Personnel

- a. The CONTRACTOR agrees to maintain a complement of staff at each residential site in accordance with the Budget and applicable State and Federal standards and further agrees to maintain timekeeping records to sufficiently document the presence of staff at each residential site.
- b. The CONTRACTOR agrees to make pre-employment inquiries prior to hiring staff. These inquiries are to include an educational and work history verification of references and credentials; and, criminal background and Division of Motor Vehicle Driving Report checks.
- c. The CONTRACTOR agrees that staff employed in the performance of the CONTRACT shall meet requirements of applicable standards and the DIVISION staff training requirements as specified in the DIVISION policy (Appendix I) and as revised from time to time.
- d. The CONTRACTOR agrees that professional staff employed in the furtherance of this CONTRACT shall be state licensed, certified, or registered as applicable to the profession as required by state law. In the case of direct care personnel, certification shall occur through successful completion of a training program as required by the DIVISION.
- e. The CONTRACTOR agrees to perform periodic evaluations of staff employed in the furtherance of this CONTRACT, with the objective of assessing and improving staff performance, as necessary to assure capability of staff to meet the contract requirements.
- f. The CONTRACTOR agrees to assure that at least one (1) staff person familiar with and capable of implementing emergency procedures as well as trained in the assistance of the administration of medications is on duty at all times when one or more clients are at a residential site.
- g. The CONTRACTOR agrees that only appropriately licensed, as required by state law, and responsible persons operate motor vehicles transporting clients.
- h. The CONTRACTOR agrees to designate to the DIVISION and to its own staff an individual who is responsible for the administration of each residential site. The CONTRACTOR further agrees that this individual designee will be available to the DIVISION and to the in-home staff 24 hours per day and will be able to take any necessary actions on behalf of the CONTRACTOR.

6. Maintenance

- a. The CONTRACTOR agrees to be responsible for any costs of repair or damage to the physical structure and contents of the residential sites and surroundings caused by its negligent acts or omissions or the negligent acts or omissions of its employees.
  - b. The CONTRACTOR will insure that vehicles used for transportation of clients are maintained in a clean and safe operating condition.
  - c. The CONTRACTOR agrees to maintain the home, grounds, furnishings, and equipment in a habitable, safe, and attractive manner, reasonable wear and tear excepted. CONTRACTOR agrees to comply with all applicable zoning provisions and deed restrictions.
8. The CONTRACTOR will comply with Title 16 Chapter 11 entities (Appendix E).
  9. The CONTRACTOR shall advise the DIVISION of any contact with the Police, Fire and/or news media regarding services provided under this CONTRACT; and, the DIVISION shall advise the CONTRACTOR of any contact with the Police, Fire and/or news media regarding the CONTRACTOR'S operation. The CONTRACTOR shall obtain written permission from clients or family members as appropriate for use of the Client's name, photograph, or any other personal information.

## **G. DIVISION RESPONSIBILITIES**

1. The DIVISION agrees to assume responsibility for delivering to the CONTRACTOR an individual plan of service for every client placed in each residential site. The DIVISION further agrees to consult with the CONTRACTOR in the development of said plan.
2. The DIVISION agrees to assign a case manager for each client at all residential sites in order to monitor the implementation of the program plan, to coordinate the provision of services required by the plan, to monitor the quality and quantity of services provided, and to evaluate the results of those services on the client.
3. The DIVISION agrees to provide or designate an individual or place of contact 24 hours a day, seven days a week for emergencies.
4. The DIVISION will insure that appropriate year-round clothing for all clients is provided.
5. The DIVISION will provide an appropriate day program for each client.
6. The DIVISION will provide furnishings for each residential site, either through direct purchase or through funding the CONTRACTOR's purchase.
7. The DIVISION will provide one appropriate vehicle per residential site.

8. The DIVISION shall be responsible for providing medical and dental services to residential site clients either through its direct or third party payment to the provider of services.

## **H. CONTENT OF CONTRACT**

1. The article and section headings used herein are for references and convenience and shall not enter into the interpretation hereof.

## **I. RESPONSIBILITY FOR KNOWLEDGE OF LAWS**

1. The CONTRACTOR will be responsible for full, current, and detailed knowledge of published federal and state laws, regulations, and guidelines pertinent to discharging the CONTRACTOR's duties and responsibilities hereunder. The CONTRACTOR will request any necessary interpretation of specific provisions of any such document.

## **J. PROCEDURE FOR AMENDMENT**

1. This CONTRACT may be amended by written agreement duly executed by the parties authorized to sign this CONTRACT. No alteration or variation of the terms and provisions of this CONTRACT shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its term and provision shall be effective.
2. Any notice required or permitted under this CONTRACT shall be effective upon receipt and may be hand delivered with receipt being requested and granted or by registered or certified mail with return receipt requested. Notice shall be addressed to:

If to the DIVISION:  
Director

If to the CONTRACTOR:

Either party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

**Attachment B**

SITE LISTING/VEHICLE LISTING

Appendix C

CONTRACT BUDGET

(SAMPLE)

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES  
STATE OF DELAWARE**

**RFP BUDGET**

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

I. Salaries (To include Fringe benefits)	Position Title	No. FTE	Annualized Cost
A. Project Director	_____	_____	_____
B. Direct Care staff			
1. Position 1	_____	_____	_____
2. Position 2	_____	_____	_____
3. Position 3	_____	_____	_____
4. Position 4	_____	_____	_____
C. Clerical Staff			
1. Position 1	_____	_____	_____
2. Position 2	_____	_____	_____
3. Position 3	_____	_____	_____
Salaries Subtotal		-	-
II. Operational Expenses	Description		Annualized Cost
A. Local Office (if applicable)			
1. Lease	_____		_____
2. Utilities	_____		_____
3. Other (Specify)	_____		_____
B. Supplies (Provide Details)			
1.	_____		_____
2.	_____		_____
3.	_____		_____
C. Equipment (Provide Details)			
1.	_____		_____
2.	_____		_____
3.	_____		_____
D. Other (Specify)			
1.	_____		_____
2.	_____		_____
3.	_____		_____
Operational Subtotal			-
III. Travel Expenses	Description		Annualized Cost
A. Lodging	_____		_____
B. Mileage/Rental	_____		_____
C. Other (Specify)	_____		_____
D. Other (Specify)	_____		_____
Subtotal Travel			-
IV. Miscellaneous	Description		Annualized Cost
A. Specify	_____		_____
B. Specify	_____		_____
C. Specify	_____		_____
D. Specify	_____		_____
Subtotal Miscellaneous			-
V. Contract Administration			(Fixed)

VI. Total Contract Amount

\$ -

## Appendix D

### COMMUNITY RESIDENTIAL SERVICES CONTRACTUAL PERFORMANCE INDICATORS, RESIDENTIAL PERFORMANCE MEASURES – COMMUNITY PROGRAMS

#### Delaware Health & Social Services Division of Developmental Disabilities Services

### COMMUNITY RESIDENTIAL SERVICES CONTRACTUAL PERFORMANCE INDICATORS

#### Domain: SYSTEM

1. Adherence to applicable State and Federal Standards is required for each program, which include but are not limited to, Neighborhood Home and Community Living Standards as well as licensing regulations.
2. A comprehensive individual plan of service (ELP) is developed and updated at least annually.
3. Contractors will establish an incident report tracking system and submit to the DDDS Director of Quality Assurance a quarterly summary report of all incidents that occur with regards to individuals being supported by them.
4. Agencies develop internal Performance Measures for themselves and implement an accompanying Quality Assurance and Improvement (QA/I) system to measure their efforts at meeting these objectives. Such should, at a minimum, address the following elements: client protection, health and safety, environment, staff training competency and standard/policy compliance. A summary of the results of this monitoring and, when indicated, accompanying plans for Performance Measure improvement are submitted by the agency to the DDDS Quality Assurance Department on a semi-annual basis. The agency will make available, upon request, copies of their internal surveys to the DDDS.
5. Compliance is maintained with reporting and completing investigations relative to the DHSS Policy Memorandum #46 and divisional procedures.
6. Pre-employment screening activities are completed prior to hiring staff.
7. Staff meet DDDS staff training requirements.
8. The Contractor will submit, when required, timely and fully complete reports with regards to their actions in: a.) correcting QA survey deficiencies and, b.) implementing recommendations for improvement that may result from either internal or external investigations.

## **Domain: INDIVIDUAL OUTCOMES**

1. The Essential Lifestyle Plan is developed with input from the individual served and all relevant stakeholders.
2. Each person's Essential Lifestyle Plan fully and accurately reflects and promotes those things important to the individual (e.g. choice, independence, satisfaction, etc.), is modified as necessary, and is carried out on a consistent basis.
3. The agency supports and promotes individuals' achievement of their goals and desired outcomes.
4. People served by the agency demonstrate their satisfaction with the services they receive and are treated fairly and with respect.

Note: Details on the specific measures and data recording protocols for the above Contractual Performance Indicators are provided in a separate document, DDDS Residential Performance Measures – Community Programs.

## **Domain: CONTRACT COMPLIANCE**

DDDS must be provided with a copy of the following documents per the schedule below:

### **MONTHLY:**

- Invoices
- Attendance Records by the 10<sup>th</sup> of each month
- Pay Stubs
- Bank Statements

### **QUARTERLY:**

- Cost Reports
- Staff Turnover data (see attached)
- Furniture and Equipment expenditures over \$50.00 (see attached)

### **ANNUALLY:**

- Liability Insurance Certificate
- Leases
- Inventory
- Independent Audit of Client Funds
- Agency Independent Financial Audit
- Business License (if applicable)
- 4<sup>th</sup> Quarter- Final Cost Report

### **AS NEEDED:**

- Subcontract authorization

Property Disposal request  
Lease renewal form

\_\_\_\_\_  
Date

