



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

**REQUEST FOR PROPOSAL NO. PSCO-737**

**FOR**

**CANCER SCREENING NURSE NAVIGATION, CHAMPIONS OF CHANGE AND  
CANCER CARE COORDINATION PROGRAM**

**FOR**

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

Deposit                                      Waived  
Performance Bond                        Waived

**Date Due: April 9, 2007  
11:30 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on March 6, 2007 at 9:30 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720.

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

REQUEST FOR PROPOSAL #PSCO-737

Cancer Screening Nurse Navigation, Champions of Change and Cancer Care Coordination Program for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until 11:30 a.m. local time April 9, 2007. At which time the proposals will be opened and read.

A mandatory pre-bid meeting will be held on March 6, 2007 at 9:30 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact Alisa Olshefsky at (302) 741-2902.

All RFP-PSCOs can be obtained online at [www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm)  
A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

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

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

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

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

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

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

#### **IMPORTANT: DELIVERY INSTRUCTIONS**

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



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 L. Jay Burks, Executive Director

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

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<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

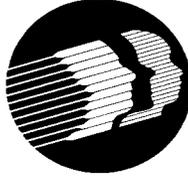
For Certification in one of above bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL  
PSC # 737**

***FACILITY TO COMPLETE***

SECTION I

SERVICE DESCRIPTION: **Cancer Screening Nurse Navigation, Champions of Change and Cancer Care Coordination Program**

REQUESTING FACILITY: Division of Public Health

CONTACT PERSON: Alisa Olshefsky, M.P.H. PHONE (302) 741-2902

DATE BID OPENING: April 9, 2007 11:30 AM

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: March 6, 2007 ROOM: Room 198, 1<sup>st</sup> floor conference room  
TIME: 9:30AM AGENCY: Delaware Health and Social Services  
PLACE: Herman Holloway Campus, Main Bldg., 1<sup>st</sup> Floor, 1901 N. DuPont Hwy.,  
New Castle, DE 19720 CONTACT PERSON: Alisa Olshefsky

STATE OF DELAWARE



REQUEST FOR PROPOSAL  
NO. 737

FOR

Cancer Screening Nurse Navigation, Champions of Change and Cancer Care  
Coordination Program

DEPOSIT	WAIVED
PERFORMANCE BOND	WAIVED
DATE DUE	April 9, 2007 11:30am

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

**REQUEST FOR PROPOSAL FOR CANCER SCREENING NURSE NAVIGATION,  
CHAMPIONS OF CHANGE AND CANCER CARE COORDINATION PROGRAM  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

The Delaware Health and Social Services (DHSS), Division of Public Health (DPH), is requesting proposals to select a contractor to provide Cancer Screening Nurse Navigation, Champions of Change and Cancer Care Coordination Program services.

Two (2) signed originals and six (6) copies of the proposal, in accordance with the attached Request for Proposals (RFP), must be received on or before:

**April 9, 2007 11:30am**

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

**All proposals must be sent to the attention of:**

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

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

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

**REQUEST FOR PROPOSAL FOR CANCER SCREENING NURSE NAVIGATION,  
CHAMPIONS OF CHANGE AND CANCER CARE COORDINATION PROGRAM  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**Availability of Funds**

Funds are available for the selected vendor to provide cancer screening nurse navigation, Champions of Change and Cancer Care Coordination services. This program is administered by the Division of Public Health and sponsored by the Delaware Cancer Consortium (DCC). The activities and initiatives of the Consortium are funded with support from the Delaware Health Fund. Contract renewal is possible for up to two additional years contingent on funding availability and task performance.

**Pre-Bid Meeting**

A pre-bid meeting **will** be required. The meeting will be **March 6, 2007 at 9:30am** at the following location.

Delaware Health and Social Services  
Herman Holloway, Sr. Social Services Campus  
Main Administration Building  
1<sup>st</sup> Floor, Room 198  
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present at the mandatory pre bid meeting. No proposals will be accepted from agencies that did not attend the meeting. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Alisa Olshefsky, M.P.H.  
Chronic Disease Bureau Chief  
Division of Public Health  
Blue Hen Corporate Center, Suite 201A  
655 S. Bay Road  
Dover, DE 19901-4615

Phone: 302-741-2902  
Fax: 302-741-8602  
Alisa.Olshefsky@state.de.us

**Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Alisa Olshefsky 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 March 5, 2007. 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).

**REQUEST FOR PROPOSAL FOR CANCER SCREENING NURSE NAVIGATION,  
CHAMPIONS OF CHANGE AND CANCER CARE COORDINATION PROGRAM  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**I. INTRODUCTION**

**A. Background**

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

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

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

Approximately \$400,000 per annual contract is available for five (5) – seven (7) proposals. Each contract will require partnerships with a minimum of two community-based agency partners (e.g. Champions of Change). Funds allocated to community-based agency partners should constitute 20-25% of the total budget.

**B. Project Goals**

**Goal 1: Provide the highest quality of care for every Delawarean diagnosed with cancer.**

- 1.1 To conduct home visits for patients unable to reach the cancer center.
- 1.2 To facilitate a plan of care in collaboration with other members of the health care team and provide ongoing information, education, and support to the patient and family regarding their care plan.
- 1.3 To coordinate and advocate for the most efficient utilization of services and resources to assure efficiency in time and cost.
- 1.4 To monitor patients' progress and multiple consults, and assist the patient/family in communicating with physicians as necessary.

**Goal 2: Increase cancer screening and the early detection of cancer in Delaware.**

- 2.1 To provide nurse navigation services to Delawareans diagnosed with an abnormal cancer screening test.
- 2.2 To increase the number of clients successfully screened through the Cancer Screening Nurse Navigation program.
- 2.3 To increase the number of cancer screening referrals from clinics and primary care physicians by forming partnerships between Cancer Screening Nurse Navigators (CSNN) and medical practices. Processes to promote automatic referrals from clinicians within the organization to the CSNN should be established.

**Goal 3: Eliminate the unequal cancer burden affecting minorities and the poor.**

- 3.1 To increase the number of educational interventions provided to racial and ethnic minorities through the Champions of Change program.
- 3.2 To increase the number of screenings among racial and ethnic minorities facilitated by the Nurse Navigator from referrals through the Champions of Change program.
- 3.3 To increase the number of Nurse Navigator referrals to the Screening for Life program and the Delaware Cancer Treatment program.

**II. SCOPE OF SERVICES**

Personnel will receive the appropriate supervision from within their organization, as well as direction from DPH and the DCC. Each staff member

should have access to certified interpretation services when necessary. It is essential to the success of the program that clients experience a smooth transition from one facet of the program into another, and that the personnel work collaboratively to share information.

**A. Job Descriptions:** Cancer Care Coordinator, Screening Nurse Navigator and Administrative Assistant:

## Cancer Care Coordinator

### Delaware Cancer Consortium

#### Job Description

July 1, 2007

#### Cancer Care Coordinator

**Description of Occupational Work:** The Cancer Care Coordinator will manage the overall quality and scope of care in conjunction with the cancer center's multidisciplinary care team of specified patients in the care program. This individual will coordinate and collaborate with the other members of the patient care team to direct and evaluate delivery of oncology patient care across all delivery sites. The specified patients include:

1. Any patient hospitalized at the same time of their care diagnosis
2. Any patient hospitalized at any time during their treatment for cancer
3. Any patient who receives treatment at more than one cancer center including patients receiving chemotherapy in one center and radiation in another, treatment in more than one center because of two residences, and transplant patients.
4. Any patient referred to the care coordinator by medical or radiation oncologists or surgeons.
5. Any Delaware resident with a diagnosis of cancer

#### **Special Requirements:**

1. Excellent communication skills and demonstrated ability to work with others.
2. Ability to integrate, analyze and report information.
3. Ability to work independently.
4. Basic knowledge of Microsoft Office, internet skills, and email.

5. Access to interpretation services.

**Minimum Qualifications:**

1. Extensive clinical knowledge and skills; oncology experience preferred.
2. The Cancer Care Coordinator should be either: 1) Registered Nurse, have a Bachelor of Science degree and current licensure from the Delaware Board of Nursing, or; 2) Licensed Clinical Social Worker or Master's Level Social Worker with a minimum of two years of experience in oncology care.
3. At least two years of experience in oncology nursing or two years of social work experience in oncology care.
4. An understanding of current cancer treatment modalities, clinical trials, community programs, and case management.
5. The ability to communicate effectively.

**Principal Accountabilities:**

1. Assess patient and family needs and direct patients to appropriate support services and procedures of the organization.
2. Facilitate a plan of care in collaboration with other members of the health care team.
3. Provide ongoing information, education, and support to the patient and family regarding their care plan.
4. Coordinate, assess and evaluate the planning, prioritization and delivery of patient care on a daily basis in conjunction with the multidisciplinary health care team.
5. Serve as the single point of patient contact to help resolve problems with patients, families, and physicians.
6. Monitor patients' progress and multiple consults, and assist with patient/family communication with physicians as necessary.
7. Work collaboratively with the nurse researcher and performance improvement coordinators as appropriate to identify best practices and process enhancements and eligibility for participation in clinical trials.

8. Coordinate and advocate for the highest quality of care and most efficient utilization of services and resources to assure efficiency in time and cost.
9. Conduct home visits for patients unable to reach the cancer center.
10. Assure that the Care Plan is carried out.
11. Meet with other cancer care coordinators throughout the state in an established forum.
12. Act in the best interest of the Delaware Cancer Consortium.
  - a. Compile and report the data from activities in a format to be determined by the Division of Public Health.
  - b. Ensure HIPAA enforcement and maintenance of confidentiality.
  - c. Keep appropriate program records as defined by the Division of Public Health.
  - d. Attend staff meetings or other meetings on an ad hoc basis as directed.
  - e. Promote cancer awareness and clinical trials.
  - f. Act assertively to address problems as they arise.

## Cancer Screening Nurse Navigator

### Job Description

July 1, 2007

#### Screening Nurse Navigator

**Description of Occupational Work:** The Cancer Screening Nurse Navigator (CSNN) is responsible for identifying at risk individuals within the community and steering them through the screening process. This includes but is not limited to attending outreach events, educating and encouraging eligible individuals to go through the screening process, scheduling screening appointments, linking patients with screening programs, and eliminating barriers to screening. The CSNN is required to tap into their own organization's infrastructure capacity in order to maximize their results. The CSNN is also responsible for securing and maintaining partnerships with a minimum of **two** community organizations (e.g. community based organizations, faith based organizations, and/or Federally Qualified Health Centers). These partnerships should be established formally through a contract, Memorandum of Agreement or Memorandum of Understanding.

#### Special Requirements:

1. Conversant in Spanish preferred.
2. Local/Regional travel required.
3. Ability to work some non-traditional work hours (weekends and evenings).
4. Valid State of Delaware driver's license.

#### Minimum Qualifications:

1. Bachelor's degree in nursing or other health related field.
2. One year of community outreach experience.
3. An equivalent combination of education and experience may be considered.

#### Principal Accountabilities:

1. Identify and enroll Delawareans at risk for cancer in screening programs.

- a. Serve as a community ambassador by providing education on the need of screening, attending community events, offering information on State programs such as Screening for Life
  - b. Serve as an advocate for patients and providers by determining and meeting their needs as well as underscoring the importance of screening and being active participants in their own health care.
  - c. Implement activities that are educational and serve to encourage individuals to receive cancer screenings.
  - d. Identify primary audiences that are at higher risk, and are least likely to be knowledgeable about health and cancer screening guidelines. Aim to provide educational information and materials to these individuals.
  - e. Develop and implement new recruitment strategies for underserved communities as necessary.
2. Utilize the resources available within the hospital infrastructure in order to maximize the number of screenings that are performed with SNN assistance.
3. Secure and maintain a minimum of three formal partnerships with organizations that have the capacity to perform outreach activities in communities where the knowledge of cancer early detection is low and screening is underutilized. These organizations will be considered Champions of Change (CoC) and should be motivated to utilize existing materials such as pledge cards and the CoC tool kit.
  - a. Contracts, Memorandums of Agreement or Memorandums of Understanding are required for all partners.
  - b. The CSNN will manage all activities of participating organizations as they pertain to cancer screening outreach. This includes but is not limited to developing outreach plans, educating, training, and motivating staff and volunteers, creating a budget for each program, overseeing funding for outreach activities, and following up with all leads and contacts that are formed.
  - c. All participating organizations are required to report minimum data elements to the CSNN on a monthly basis. These reports will be made available to DPH and the Delaware Cancer Consortium upon request.
  - d. The CSNN is required to hold a minimum of one meeting per month with each participating organization. The purpose of these meetings is to keep the lines of communication open, discuss the implementation of the outreach plan, to make suggestions for improvement, to discuss upcoming events and activities, and review monthly reports and invoices.

4. Perform outreach services at **two** different medical practice partnerships (FQHC or Primary Care Physicians Offices) for a minimum of five hours per week.
  - a. Secure and maintain partnerships with two medical practices other than the three organizations that will be performing community outreach services.
  - b. Make materials on cancer screenings readily available to patients. This includes but is not limited to placing materials in the waiting room, posting documents in exam rooms and playing appropriate videos in the exam rooms.
  - c. Work with providers and office staff to implement a reminder system to notify patients that they are due for cancer screenings.
  - d. Schedule screening appointments for patients and make phone calls to remind patients of their appointment.
  - e. Eliminate any barriers to screening such as lack of transportation, fear and misconceptions about the procedure.
  - f. Refer eligible patients to state programs such as Screening for Life and the Delaware Cancer Treatment Program.
  
5. Navigating eligible and willing participants through the screening process.
  - a. Place phone calls and send out post cards to individuals that are identified as due for screening.
  - b. Provide participants with information on their screening options and as well as the screening procedure.
  - c. Eliminate barriers to screening such as fear, lack of transportation, language barriers, lack of insurance, and so forth.
  - d. Make appointments for individuals interested in scheduling a screening. Place both reminder and follow-up phone calls to these individuals to ensure that they receive the desired screening.
  - e. Determine if the patient needs additional follow-up and monitor and guide the entry of the patient into the treatment phase when necessary.
  
6. Act in the best interest of the Delaware Cancer Consortium.
  - a. Compile and report the data from screening activities in a format to be determined by the Division of Public Health.
  - b. Ensure HIPAA enforcement and maintenance of confidentiality.
  - c. Keep appropriate program and screening records as defined by the Division of Public Health.
  - d. Attend staff meetings or other meetings on an ad hoc basis as directed.

- e. Promote cancer prevention and clinical trials.
- f. Act assertively to address problems as they arise

## **Administrative Assistant**

### **Delaware Cancer Consortium**

#### **Job Description**

July 1, 2007

Administrative Assistant

**Description of Occupational Work:** Perform administrative support for the Cancer Care Coordination and Cancer Screening Nurse Navigation programs.

#### **Minimum Qualifications:**

1. Experience in using standard computer software programs for word processing, spreadsheets and databases.
2. Experience in coordinating office activities.
3. Knowledge of report preparation to include collecting and compiling information from a variety of sources such as files, records, databases, customers, staff and others.
4. Skill in oral and written communication.

#### **Principal Accountabilities:**

- Draft and/or compose program correspondence as required.
- Compile information into the appropriate reporting forms, and submit information to the Delaware Health and Social Services Division of Public Health.
- Review and route incoming mail and forward to appropriate personnel.
- Track deadlines for written materials so that work is completed on a timely basis.
- Perform data entry into program databases. (Information handled may be confidential).
- Provide phone coverage as required.
- Coordinate meetings/workshops and record and draft minutes as requested.

- May be responsible for, and/or assisting with budget expenditures and spreadsheets for the program. Maintain updated budget totals with accurate balances including the processing of orders and payment of bills.
- Prepare travel requests and make travel arrangements for regional travel per the organization's policies and procedures.
- May serve as timekeeper or back-up timekeeper as required for the program.
- Maintain the Champions of Change calendar placing all outreach activities to be performed by the Screening Coordinator, Nurse Navigator, and partnering organizations on the calendar.
- Perform other duties as required.

**B. Project Impact:** Expected impact of each contracting vendor (July 1, 2007- June 30, 2008):

Responsible Party	Activity	Monthly Impact	Yearly Impact
Champions of Change (per organization)	Community Outreach	15 pledges	180 pledges
Cancer Screening Nurse Navigators	Community Outreach	5 screenings	60 screenings
Cancer Screening Nurse Navigators	Medical Provider Outreach	5 screenings	60 screenings
Cancer Screening Nurse Navigators	Navigated Screenings from internal sources	15 screenings	180 screenings
Cancer Screening Nurse Navigator & Community Partners	Educational interventions	100 interventions	1,200 interventions
Cancer Care Coordinator	Case Management Services and Health Interventions*	100 patients	1,200 patients

\* Health Interventions are interactions in which the Cancer Care Coordinator provides cancer patients and/or their family members with:

- o Advice (i.e. encouraging health eating habits)
- o Services (i.e. arrange the use of medical equipment)
- o Support (i.e. referring a patient to a support group)

**C. Program Outcomes**

1. 10% decrease in the number of days from abnormal test result to follow-up with health care provider.
2. 15% decrease in the number of days between educational intervention, or completion of the pledge card, and screening performed.
3. 25% increase in the number of clients receiving initial, as opposed to repeat, screening test.
4. 10% increase in the number of clients in care coordination program who enroll in clinical trials.

5. 15% increase in the number of clients from racial/ethnic minority background who have received screening or coordination service.

#### **D. Reporting**

The progress of this project will be assessed through monthly reports and one final report. The monthly reports will indicate the programs' effectiveness in meeting the performance measures laid out in section four of this document. Monthly reporting forms will be developed by the Delaware Health and Social Services Division of Public Health and the Delaware Cancer Consortium. Reporting forms are subject to change. Reporting information will also be derived from the database. All intake information will be entered into the database on a regular basis.

The final report will state the duties that were carried out, the accomplishments for the year, and the need for continued funding of this program. The final report is to be submitted within one month of the contract end date.

#### **E. The proposal shall have the following components:**

1. Description of proposed (July 2007 onward) care coordination services, nurse navigation services and Champions of Change partnerships. Include staff roles and responsibilities including proposed program supervisor. Include letters of support, contracts, memorandums of agreement or memorandums of understanding established with Champions of Change partner organizations.
2. One budget for all three program components (e.g. Care Coordination, Nurse Navigation and Champions of Change) and corresponding budget justification.

### **III. SPECIAL TERMS AND CONDITIONS**

#### **A. Length of Contract**

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

#### **B. Subcontractors**

The use of subcontractors **will** be permitted for this project.

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

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

The proposed subcontractors must be approved by the Division of Public Health.

#### **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 Public Health. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

## **G. Payment:**

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

## **IV. FORMAT AND CONTENT OF RESPONSE**

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

### **A. Bidder's Signature Form**

This form, found in 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: April 9, 2007 at 11:30am**).

### **C. Table of Contents**

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

### **D. Qualifications and Experience**

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

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

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

#### **E. Bidder References**

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

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

#### **F. Proposed Methodology and Work Plan**

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

#### **G. Statements of Compliance**

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family

privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

#### **H. Standard Contract**

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

#### **V. BUDGET**

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

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

#### **VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

##### **A. Number of Copies Required**

Two (2) signed originals and six (6) 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 April 9, 2007 at 11:30 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: Alisa Olshefsky, 655 S. Bay Rd Suite 201-A, Dover, DE 19904. Fax number: (302) 741-8602 Email: Alisa.Olshefsky@state.de.us. Deadline for submission of all questions is March 6, 2007. Written responses will be faxed or emailed to bidders no later than March 13, 2007. 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:

<u><i>Activity</i></u>	<u><i>Date</i></u>
Bid Opening	April 9, 2007
Selection Process Begins	April 10, 2007
Vendor Selection (tentative)	May 2, 2007
Project Begins	July 1, 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 Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

### **A. Proposal Evaluation Criteria**

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

**Category** **Weight**

---

Meets mandatory RFP provisions Pass/Fail

Understanding of the requirements and ability to provide the service.

1. Agency Narrative 20 points  
Does the bidder have successful experience providing care coordination and nurse navigation services? Does the bidder have experience working with a variety of stakeholders including public health departments, community members, community-based organization and public/private collaborative?

2. Proposed Work plan 50 points  
Does the work plan address proposed services? Did the bidder include letters of support, memorandums of agreement or memorandums of understanding established with Champion of Change organizations?

3. Budget 30 points  
Is the budget and budget justification relevant and appropriate for the proposed activities? Is 20-205% of the budget allocated to a minimum of two Champions of Change organizations? Are sufficient funds allocated to support key elements of the proposed project?

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

**B. Project Costs and Proposed Scope of Service**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

**APPENDIX A:**

***BIDDERS SIGNATURE FORM***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_  
DELIVERY DAYS/COMPLETION TIME: \_\_\_\_\_  
F.O.B.: \_\_\_\_\_  
TERMS: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX B:**  
*CERTIFICATION SHEET*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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

**Violations and Penalties:**

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

- 4. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 5. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

6. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Date

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

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

**APPENDIX C**

*STATEMENTS OF COMPLIANCE FORM*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**STATEMENTS OF COMPLIANCE FORM**

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

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

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

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

**APPENDIX D**

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



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

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

---

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

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

SIGNATURE \_\_\_\_\_

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

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

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

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

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

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

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

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Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Disadvantaged Business Enterprise (DBE) Yes/No

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

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

---

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 (L. Jay Burks)

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

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

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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:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839

**APPENDIX E**

*Contract Boilerplate*



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

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

A. Introduction

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

B. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:
  - a) Comprehensive General Liability \$1,000,000 and

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

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

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

4. 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 B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is

suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

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

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

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

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate

and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix \_\_\_\_.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

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

### C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the

Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix \_\_\_\_\_. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

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

D. Miscellaneous Requirements

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

E. Authorized Signatures:

For the Contractor:

For the Department:

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For the Division:

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Jaime H. Rivera, MD, FAAP  
Director

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Date

## **APPENDIX A**

### **DIVISION OF PUBLIC HEALTH REQUIREMENTS**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

**APPENDIX B**

**SERVICE AND BUDGET DESCRIPTION**

1. Contractor:

Address:

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

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service:

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

4. Total Payment shall not exceed \_\_\_\_\_.

5. Source of Contract Funding:

- \_\_\_\_\_ Federal Funds
- \_\_\_\_\_ State Funds
- \_\_\_\_\_ Other Funds
- \_\_\_\_\_ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually) .

Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)