

STATE OF DELAWARE



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

REQUEST FOR PROPOSAL NO. PSC0831

FOR
SUPERVISED TRANSITIONAL HOUSING PROGRAM SERVICES

**DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH
1901 N. DUPONT HIGHWAY
NEW CASTLE, DE 19720**

**DEPOSIT WAIVED
PERFORMANCE BOND WAIVED**

**DATE DUE September 25, 2008
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on August 28, 2008 at 10:00 AM in Room 198, Main Administration Building, Herman Holloway Campus, 1901 N Dupont Highway, New Castle, DE 19720. CONTACT DARLENE PLUMMER AT (302) 255-9430 FOR INQUIRIES.

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

REQUEST FOR PROPOSAL #PSC0831

Sealed proposals for the Provision of Supervised Transitional Housing Program Services for Adults with Psychiatric Disabilities for the Division of Substance Abuse and Mental Health 1901 N. DuPont Highway, Herman M Holloway Campus, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #259, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, Delaware 19720, until 11:00 A.M. local time, on September 25, 2008, at which time they will be opened, read and recorded. For further information concerning this RFP, please contact Darlene Plummer **(302) 255-9430**. A mandatory pre-bid meeting will be held at 10:00 AM ON August 28, 2008 in Room 198, Main Administration Building, Herman Holloway Campus, 1901 N Dupont Highway, New Castle, DE 19720. Specifications and Administration Procedures may be obtained at the above office, Phone (302) 255-9290.

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

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

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

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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

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

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

IMPORTANT: DELIVERY INSTRUCTIONS

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

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."

REQUEST FOR PROPOSALS (No. PSC-0831)
SUPERVISED TRANSITIONAL HOUSING SERVICES

Division of Substance Abuse and Mental Health



A MANDATORY pre-bid meeting will be held on August 28, 2008 at 10:00am in Room 198, Main Administration Building, Herman Holloway Campus, 1901 N Dupont Highway, New Castle, DE 19720

STATE OF DELAWARE
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH
1901 North DuPont Highway
New Castle, Delaware 19720

Issued: August 18, 2008

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

I. PROJECT OVERVIEW:

The Delaware Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH), is seeking proposals from agencies providing mental health or substance abuse treatment services to provide 24-hour transitional Supervised Apartment Program Services statewide. The program(s) will serve a minimum of fifty (50) homeless persons with a mental illness (Severely and Persistently Mentally Ill) or clients with co-occurring mental health and substance use conditions.

Each apartment should be limited to double occupancy, with each client having his/her own, non-shared sleeping quarters. The expected average length of stay in this program is between one and two years.

Statement of Need

The Delaware Population Consortium (October 11, 2006) estimates that the number of adults 18 years and older was 658,598 in 2007. Using the estimation methodology published by the Center for Mental Health Services (Federal Register /Vol.64, No. 121 / June 24, 1999), the 12-month prevalence of adults with a serious mental illness residing in Delaware is estimated to be 35,564. The prevalence of adults with severe and persistent mental illness is estimated at 17,124. The SMI prevalence estimates are based upon the definition of serious mental illness published by the Center for Mental Health Services (Federal Register /Vol.58, No. 96 / May 20, 1993).

In Delaware, there is a significant need for long-term housing options for persons with disabilities (substance use conditions, HIV/AIDS, mental health disorders and physical disabilities). The Homeless Planning Council of Delaware conducts two point-in-time surveys per year. These surveys provide a snapshot count of who is homeless on one day and their corresponding demographics. According to the most recent survey which took place on January 29, 2008, the estimated number of individuals in each county who are homeless/at imminent risk of homelessness and have serious mental illness is:

| New Castle | Kent | Sussex |
|--------------------------------|--------------------------------|--------------------------------|
| 1004 Total | 239 Total | 211 Total |
| Serious Mental Illness: | Serious Mental Illness: | Serious Mental Illness: |
| <u>338</u> | <u>53</u> | <u>40</u> |
| 821 Sheltered | 190 Sheltered | 145 Sheltered |
| 59 Unsheltered | 12 Unsheltered | 10 Unsheltered |
| 20 Hotel/Motel | 16 Hotel/Motel | 48 Hotel/Motel |
| 104 Doubled-Up | 21 Doubled-Up | 8 Doubled-Up |
| N/A Drop-In | n/a Drop-In | n/a Drop-In |

The Delaware Interagency Council on Homelessness recently published a 10-year Plan to End Chronic Homelessness. To combat the problem of chronic homelessness in Delaware, the Council has recommended the five following actions:

1. Develop new housing specifically for persons who are chronically homeless or at risk for becoming chronically homeless because they have extremely low incomes and qualifying mental health and/or substance use diagnoses
2. Remove Barriers to Existing Housing
3. Improve Discharge and Transition Planning
4. Enhance Supportive Services
5. Enhance Data Collection and Technology

As such, DSAMH seeks to contract with an organization(s) that can successfully implement a program that will address the Delaware Interagency Council on Homelessness' recommended action items #1, #2, #3, and #5.

DSAMH will address The Delaware Interagency Council on Homelessness' recommended action item #4 by providing the supportive services to all clients participating in this program.

II. TARGET POPULATION

The program will serve Homeless persons with serious mental illness, including those persons with co-occurring mental health and substance use conditions, who are referred to the program. Eligibility criteria and the process for both determining and re-determining eligibility are presented in (*Section V*). Priority consideration will be also given to those consumers receiving treatment in the Delaware Psychiatric Hospital, and are homeless or at imminent risk of homelessness.

All persons referred to the program will be evaluated by the Division's Eligibility and Enrollment Unit's criteria for designation as Seriously and Persistently Mentally Ill.

NOTES: Consumers who also meet the criteria for a substance abuse diagnosis are eligible to be considered for a determination of severe and persistent mental illness (SPMI) provided that the mental health diagnosis is primary or a dual diagnosis with the substance abuse diagnosis. Adults with DD/MR, in addition to an allowable severe and persistent mental illness diagnosis, must be in the upper mild range (317.0) to be considered for a determination of SPMI provided that the mental health diagnosis is primary. Other DD/MR diagnoses (318.0, 318.1, 319.0) are ineligible.

Persons referred to the program will evidence serious to severe deficits in daily living skills and/or socialization skills and may evidence disruptive behavior. Such skill deficits and behaviors will, without remediation, significantly reduce their ability to maintain community tenure without immediate supervision

III. AVAILABLE FUNDING

The amount of funding available through this RFP will not exceed \$1,300,000.00 annually. DSAMH intends to contract with the successful applicant(s) for 24 months– with program occupancy¹ beginning on November 1, 2008. The contract will be renewable annually contingent on the availability of the funding.

Respondents that maximize the number of clients served versus the amount of staff that will be funded by the project are preferred.

Funding Components

SHP funds can be used in the following ways to provide new transitional housing or expand already existing transitional housing:

- ▶ leasing
- ▶ **Operations**

Operating costs are those costs associated with the physical day-to-day operation of supportive housing facility and for which cash payment is needed. Operating costs differ from supportive services cost in that operating costs support the function and the operation of the housing project. Only operating costs for a new project or the expanded portion of an existing project are eligible for SHP funding. Also, SHP funds may not be used for the cost of operating a supportive services only facility.

Operational costs cannot duplicate supportive services costs. It is the responsibility of the housing operations provider to know what supportive services are being provided by the client's DSAMH-approved supportive service provider to ensure that duplication of service costs does not occur.

Examples of operational costs:

- ▶ Maintenance and Repair
- ▶ Operations staff
- ▶ utilities costs: gas, heat, electric, etc.
- ▶ equipment (refrigerators, ranges, etc.)
- ▶ Insurance
- ▶ Relocation
- ▶ furnishings (beds, chairs, dressers, etc.) for participants

Ineligible operating costs:

¹ Program occupancy entails a full inspection to the standards established by the U.S. Department of Housing and Urban Development (HUD) has been completed and monitored by DSAMH in addition to regulations established and set forth by local jurisdictions which will permit the use of each individual unit for human habitation.

- ▶ Assistance provided DSAMH-approved supported services provider agencies
- ▶ mortgage payments (see Acquisition)
- ▶ recruitment or on-going training of staff
- ▶ rent (may be eligible as real property leasing)
- ▶ depreciation
- ▶ costs associated with the organization rather than the supportive housing project (fund raising efforts, pamphlets about organizations, etc.)
- ▶ operating costs of a supportive services only facility

IV. Scope of Services:

Description of Supervised Transitional Housing

Supervised (staffed) level of care refers to services provided to clients capable of living independently within a supervised apartment setting, but whose treatment needs require intensive management by a multi disciplinary treatment team.

A supervised program must, at a minimum, provide the following seven core elements:

1. A safe and secure residential environment for persons coming from a state of homelessness.
2. On-site supervision of program residents on a 24-hour a day, 7-day a week basis.
3. Close and on-going collaborative efforts and intensive liaison with the primary treatment/rehabilitative service provider.
4. A jointly conducted in-depth clinical assessment performed in full collaboration with the client's primary treatment/rehabilitative service provider prior to the admission of the client to the Supervised apartment program, followed by participation/collaboration in the creation of the client's comprehensive treatment plan (maintained by the primary treatment/rehabilitative services provider) and the periodic update of treatment plans as required as well as the development of a community transition plan. The latter must address, at a minimum, the goal of permanent housing as well as the supports required to achieve and maintain permanent housing.
5. Maintenance of client residential records.
6. Close supervision of residents' apartments to ensure that they are maintained according to standards set by the program.

Transitional housing is a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. Essentially, it is housing in which homeless persons live for up to 24 months and receive supportive services that enable them to live more independently.

Access to supportive services in Transitional Housing

An essential component of transitional housing provides supportive services to participants that enable them to live more independently. Though the services need not be in the same structure, they should be in close proximity to facilitate accessing the services.

DSAMH believes the availability of supportive services is a complimentary component to transitional housing projects that is vital to the successful transition of program participants from a state of homelessness to residing in a permanent housing setting.

As such, supportive services under this project will be provided by DSAMH-approved supportive service providers. The following is a list of DSAMH approved supportive services service providers:

- **Community Mental Health Clinics**
- **Community Continuum of Care Programs (CCCPs)**
- **Substance Abuse Outpatient Providers (BCI /Alpha, Connections, CSP Inc., Thresholds Inc., Central Delaware Committee on Drug & Alcohol Abuse Inc.)**

Movement from transitional to permanent housing

Housing placement assistance must be part of any transitional housing program. Transitional housing residents may need assistance with all the tasks and stress involved in locating, obtaining, moving into, and maintaining the housing. Discrimination in the housing market may make the situation more difficult. Without third-party intervention, some graduates may resort to renting substandard or inappropriate housing or relapse into homelessness.

A comprehensive approach to locating housing includes preparing and training clients in searching for, securing, and maintaining their own housing, developing relationships with local producers and managers of housing to which graduates could move, and helping clients establish a savings plan so they can afford to move in.

In many instances, assistance also entails direct contact and negotiation of rental terms in tandem with graduates and money to help pay move-in costs. However, keep in mind that the most successful graduates of transitional housing are those who have taken the lead in deciding where they will live permanently.

Contractors are required (by DSAMH) to collect fees/rent from residents in accordance with the HUD regulations described below. In addition, 100% of the funds **must** be used to establish client savings accounts which will assist the clients in their move from transitional housing to their permanent housing unit and greater independence. Client fees will be subject to DSAMH reporting and monitoring standards.

Saving a portion of the resident's income

Federal regulations do not prohibit recipients from instituting mandatory savings programs. However, such programs, if adopted, should be applied to all residents. In addition, recipients should be aware that savings plans may result in asset levels that could jeopardize residents' eligibility for benefits such as AFDC, SSI and general assistance. Recipients may want to consult with their local public welfare office to discuss ways to implement savings programs without jeopardizing benefits available to their residents.

Eligibility Determination

To be considered for initial placement within a Supervised Apartment Program the following documents need to be submitted to the Division's Director of Eligibility and Enrollment for review: Certification of Homelessness, Verification of participant's disability, Resident rent calculation and determination of annual income

- **Certification of Homelessness.** The Participant Eligibility Guide and Eligibility Worksheet identify the eligible populations and the type of verification needed to provide proof of homelessness. Proof of homelessness should be established during the course of the application or intake process, and paperwork verifying homelessness status must be maintained in each participant case file.
- **Verification of participant's disability.** SHP projects must include verification of the participant's disability in the file. Specific disability criteria for the Permanent Housing programs and Transitional Housing programs are outlined in the attachment. To verify a participant's disability, the grantee must have written verification from a qualified source, such as a physician. .Acceptable documentation includes a Psychiatric Evaluation completed within the past 6 months.
- **Resident rent calculation and determination of annual income.** The Resident rent calculation worksheet summarizes annual gross income and rent determinations for each participant. A regular review of income (at least annually) must be conducted for all residents so appropriate adjustments may be made.

The Resident Rent Calculation worksheet can be obtained from the following location via the web: <http://www.hud.gov/offices/cpd/homeless/programs/shp/Rent.xls>

The requesting organization will ensure that all information needed to make a timely decision for an eligibility determination will be provided to the EEU. In addition to submitting the above mentioned documents, the requesting organization must designate a Liaison to serve as a point of contact regarding issues of referral.

The EEU will review the application for completeness and quality. Incomplete packets will be returned to the referring organization for completion within one (1) working day of DSAMH's receipt of the incomplete application.

Upon receipt of a completed application, the EEU will evaluate the documentation provided and make a determination as to the participant's eligibility for the SHP within three (3) working days of receipt of the complete application.

The EEU will grant initial approval for housing and services based on the review of documentation that supports homelessness and verification of the participant's disability.

Final approval will be granted within 30 days, pending the submission of income verification, rent calculations, and a copy of the signed lease.

Grantees are not required to charge participant's rent. However, if the grantee decides to charge rent, the Resident Rent Calculation and Income Verification must be submitted to the EEU as part of the application process. At the grantee's discretion, rent may be charged but may not exceed certain specified amounts. Resident rent is the higher-of:

- 30% of monthly adjusted income
- 10% of monthly gross income
- Welfare rent (if applicable)

Upon receipt of Resident rent calculations and income verification, the EEU will forward these documents to the Fiscal Department for review. The Fiscal Department will verify accuracy of calculations and forward approval to EEU. Copies of rent calculations and income verification are to be returned to the EEU for maintenance in participant case file.

Determination Denials And Appeals

In cases where DSAMH determines that a participant does not meet eligibility criteria and denies enrollment into the SHP system, the denial will be made by the EEU Director. The EEU will issue a denial letter to the referring organization, which will include an explanation for the decision.

If the requesting organization chooses to appeal the decision, a written appeal must be filed with the DSAMH Deputy Director or designee within five (5) working days of the notification of determination. DSAMH will issue a response to an appeal within five (5) working days.

Annual Eligibility Recertification

The EEU will establish a system for monitoring a participant's continued eligibility by conducting recertification reviews of all SHP enrollees on an annual basis. Participants can stay in the Transitional Housing Program for a maximum of 24 months.

As part of the recertification process, Providers of the Permanent Housing programs will be required to submit an updated lease, income verification rent calculations, and verification of disability to the EEU fifteen (15) days before the consumer's anniversary date. Providers of the Transitional Housing Programs are required to submit income verification and rent calculations to the EEU fifteen (15) days before the consumer's anniversary date. Pa

RECERTIFICATION DENIALS AND APPEALS

Denials are based on clinical need. In cases where DSAMH determines that a participant is no longer eligible for SHP services, the dis-enrollment decision will be made by the EEU Director, with input from the service provider. The EEU will issue a dis-enrollment letter to the SHP Provider, which will include an explanation of the decision.

If the Provider chooses to appeal the decision, a written appeal must be filed with the DSAMH Deputy Director or designee within five (5) working days of the notification of determination. DSAMH will issue a response to an appeal within five (5) working days.

If the Provider chooses NOT to appeal or if the appeal is denied, it will be the responsibility of the Provider to develop an emergency transition plan to move the participant out within 60 days.

V. Geographic Area

The program is intended to serve Delaware residents throughout the state. Funding for the Supervised Transitional Housing Program will be allocated for a statewide program. Respondents may apply for a program inclusive of all three counties or a program designed to serve the need of any specific county or counties, at a reduced funding level, with the following **minimum** housing units per county:

- New Castle County – 18 units
- Kent County - 12 units
- Sussex County – 12 units

VI. PROPOSED SCHEDULE OF EVENTS

| EVENT | <u>DATE</u> |
|------------------------------------|-------------------------------|
| Publish Request For Proposals | August 11, 2008 |
| Pre-Submission Meeting (Mandatory) | 10:00am August 28, 2008 |
| Deadline for Questions | 4:30pm September 4, 2008 |
| Answers to Questions Published | 4:30pm September 9, 2008 |
| Deadline for Proposal Submission | 11:00am September 25, 2008 |
| Notification of Awards (estimate) | October 1, 2008 |
| Sign contract (estimate) | October 6, 2008 |
| Begin Services | November 1, 2008 |

VII. MANDATORY PRE-SUBMISSION MEETING

All parties interested in submitting proposals MUST ATTEND the pre-submission meeting, which will be held on August 28, 2008 at 10:00am local time. The meeting will be held in Room 198, Main Administration Building, Herman Holloway Campus, 1901 N Dupont Highway, New Castle, DE 19720. The purpose of the MANDATORY meeting will be to answer questions regarding solicitation procedures and programmatic issues. Individuals having questions about the meeting should contact Ms. Darlene Plummer, at the Division of Substance Abuse and Mental Health, at (302) 255-9430. No proposals will be accepted by parties other than those attending the mandatory pre-submission meeting.

VIII. SELECTION PROCESS

All proposals submitted, by organizations meeting Applicant Organization Eligibility criteria (Section III), in response to this RFP will be reviewed by a Proposal Review Team. The Proposal Review Team will evaluate and rate proposals using proposal scoring criteria (Section XIII). Organizations that have submitted proposals receiving a proposal score of 70 or above will be considered qualified to provide the services required by DSAMH. Qualified organizations/proposals will be submitted to the DSAMH Executive Committee and Division Director for final selection. The Division will interview at least one of the qualified firms. The Division may negotiate with one firm without terminating negotiations with another firm and may negotiate with one or more firms during the same period. At any point in the negotiation process, the Division may, at its discretion, terminate negotiations with any or all firms.

IX. PROPOSAL EVALUATION/ RATING

Detailed evaluation/rating criteria will be developed for the review process for this Request for Proposal. Proposals will be rated according to the following general weighted criteria. Questions listed within the criteria are illustrative only. Points will be awarded in each category as indicated. Proposals receiving a score of 70 or above will be considered to meet the minimum qualifications and eligible for final selection as detailed above. Proposals receiving a score less than 70 will not be considered..

Evaluation Criteria

Proposers Experience & Expertise 0-20 Points

Has the proposer organization demonstrated sufficient background and experience to carry out the program as proposed? Does the proposer evidence familiarity with providing services to public sector agencies?

Capacity to meet requirements 0-25 Points

Has the proposer evidenced a thorough understanding of the requirements of the project; the nature and extent of the disabilities of the client population and the extent of services required to adequately meet their needs? Has the proposer evidenced a clear understanding of the need to coordinate closely with the DSAMH and other community resources, particularly the (individual resident's) primary provider of treatment/rehabilitative services? Has the proposer researched other programs currently in operation that are designed to meet the needs of this population? Does the proposer evidence familiarity with the services and/or providers of service currently providing services to DSAMH clients? Has the proposer clearly defined the array of services to be provided by this program? Has the proposer clearly shown how these services will enable the achievement of client-based outcomes? Is the proposal well planned and logical? Is there evidence of intent and ability to develop effective interagency cooperative agreements for service provision? Are the goals and objectives clearly defined,

measurable and achievable? Has a complete and comprehensive program of services and supports been proposed?

Qualifications, Ability & Skills of Personnel 0-10 Points

Does program director and other key personnel have the training and experience directly related to the objectives of the program to enable effective operations? Is the percentage of time devoted to the program by key staff adequate? Is there clear evidence of training and direct experience with the population served and service methodology? Is the mix of staff qualifications and expertise conducive to the adequate provision of services to the target population?

Quality Assurance/Improvement Program 0-10 Points

Has the proposer adequately described the quality assurance/improvement program which will be in place for the proposed program? Has the proposer provided relevant, appropriate materials from any existing program (if applicable)?

Implementation Plan 0-15 Points

How soon after contract award will the program be operational? Are the work plan and schedule for the program implementation sufficiently detailed and explained to demonstrate that the provider can begin operations by the projected start of program services?

Price 0-20 Points

Does the pricing schedule appear to be well thought out and adequate to support the planned activities? Are assumptions made by the proposer reasonable? Are the overall costs reasonable in comparison to the objectives of the program?

[Final prices/costs shall be subject to negotiation during the award and contract negotiation process. Failure to submit all price/cost information as requested in the RFP may result in a proposal being considered non-responsive.]

Total Possible Points 100 Points

X. INVESTIGATION OF PROPOSER'S QUALIFICATIONS

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

XI. PROGRAM STANDARDS/CONTRACT MONITORING

Responses to this Request for Proposals will be reviewed primarily for programmatic merit. A satisfactory review does not and will not constitute an approval of the program as having met program standards as required by the Division.

The contractor will be monitored on-site on a regular basis. This monitoring will be based upon the contract and the contractor's proposal. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

XII. GENERAL CONDITIONS

1. The proposer must satisfy RFP requirements in the manner described in its proposal as approved by DSAMH. The proposer is required to carry out this project in the manner described in the approved proposal and in accordance with any conditions of the contract. A copy of the Department of Health and Social Services boiler plate contract is included as Attachment 3 to this document. The contract may be suspended or terminated, and future eligibility for services contracts may be lost, should the proposer fail to carry out this project as described in the approved proposal and in the resulting contract.
2. Proposers must meet the minimum requirements set forth in this RFP. They may choose to offer enhancements which go beyond these requirements. Such enhancements may be considered in the overall evaluation of the proposal, but DSAMH/DHSS may reject enhancements/exceptions which do not conform to state bid law and/or create inequality in the treatment of proposers.

3. The proposer may subcontract for services but **must provide direct service provisions for the core program elements required under this contract.** The proposer must have prior approval from DSAMH on all subcontracts. Any contract with the prime contractor will bind sub- or co-contractors to the prime contractor by the terms, specifications, and standards of this RFP and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Division under the RFP, and any with respect to the services to be performed by the sub- or co-contractor, so that the sub- or co-contractor will not prejudice such rights. Nothing in this RFP shall create any contractual relation between any sub- or co-contractor and the Division.
4. The proposer must protect the confidentiality of client information. The proposer must have and follow procedures for protecting client information. If applicable, procedures for protecting client information must meet the standards prescribed by the Confidentiality of Alcoholism and Drug Abuse Patient Records, 42 U.S.C. 290 dd-3 and U.S.C. 290 ee-3.
5. The proposer must maintain such records and record systems as are necessary to document and monitor services per DSAMH requirements. The proposer's records must document services provided directly to clients as well as services provided on behalf of clients. Services to clients must be documented in a manner that facilitates the verification of service provision adequate to withstand an audit of claims submitted to the Division.
6. The proposer shall assume the responsibility for providing adequate liability insurance for all service provider personnel (including volunteers or other non-paid personnel), Board of Directors, and/or advisory bodies.
7. The proposer must:
 - make reasonable effort to take into account the clientele and the community composition in its personnel hiring and promotion practices;
 - make a demonstrative effort, as appropriate, to promote the hiring of minorities and women, and
 - encourage minority and client participation on Advisory Councils and the Board of Directors.
8. Where a substantial number of the individuals in the population served by the program are of limited English-speaking ability, the proposer must:
 - identify an individual who is fluent both in that language and English and whose responsibilities shall include providing guidance to the individuals of limited English-speaking ability and to appropriate staff members with respect to cultural differences.

9. Accurate property records, inventory control and maintenance for equipment and for all other non-expendable personal property acquired under this program must be maintained. Property records must provide a description of the property, identification number, date of acquisition, cost, present location and/or disposition of property. A physical inventory of non-expendable personal property must be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property. A control system must be in effect to ensure adequate safeguards to prevent property loss. Damage or theft must be investigated and fully documented.
10. Obligation of Contract Funds - Funds authorized for use under the contract may only be obligated within the budget period for which they are awarded. Obligating documents such as a contract and purchase order must be issued on or before the expiration date of the budget period or the funds will no longer be available for use by the contractor. Any contract(s) developed will be for a one-year period. However, the contract(s) will be eligible for annual contract renewals for at least two additional years pending agreement by both parties, satisfactory contractor performance, and funding availability. The Division reserves the right not to renew any contract and, according to the terms of the contract, to terminate any contract.
11. Contract monitoring/corporate audits - A fiscal and programmatic monitoring of the contract may be conducted by the State Agency, usually once a year. Fiscal monitoring shall be conducted in accordance with generally accepted auditing standards. Any Division-initiated contract monitoring, shall neither obviate the need for, nor restrict the contractor from, conducting required annual corporate audits. Annual corporate audits must be conducted in accordance with generally accepted accounting principles and, if applicable, comply with the requirements of the Federal Office of Management and Budget (OMB) Circular A-133.
12. Data - The contractor must furnish contract-related data in accordance with the requirements of DSAMH's management information system (MIS).

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

XIII. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

1. Number of Copies Required - Two (2) signed originals, ten (10) copies and two (2) electronic copies (cd's) of the proposal and the certification sheets shall be sent to:

Ms. Sandra Skelley, CPPO
Department of Health and Social Services
Division of Management Services, Procurement Branch
Herman M. Holloway Sr. Health and Social Services Campus
1901 North DuPont Highway
Administration Bldg., 2nd Floor, Rm. 259
New Castle, DE 19720

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

The proposals must clearly indicate that they are in response to RFP number **PSC – 0831** and indicate the county covered on the response.

2. Closing Date - All responses to this RFP must be received on or before 11:00 A.M. (local time), on September 25, 2008. Delivery is the sole responsibility of the proposer. Proposals are to be delivered or sent to the agency contact at the address specified above. Proposals submitted by mail shall be sent by either certified or registered mail. No late proposals will be accepted. No individual exception to this deadline will be granted. Any proposal received after the specified date and time shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The Division reserves the right to extend the time and place for the opening of bids/proposals from that described above, of not less than five calendar days. Notice by certified mail to those Proposers who obtained copies of the RFP document.
3. Notification of Award - Notification of the award will be made in writing to all proposers by approximately October 1, 2008.
4. Questions – All questions concerning this request for proposals must be directed to Ms. Darlene Plummer, at (302)-255-9430. From the issue date of this RFP until a determination is made regarding the selection of a proposal, all contacts with personnel of the Division of Substance Abuse and Mental Health and other agencies in the Department of Health and Social Services must be cleared through the agency contact.

5. Proposals Become State Property - All proposals become the property of the State of Delaware, and will not be returned to the proposer. All proposers should be aware that government solicitations and the responses thereto are in the public domain. Parts of the proposal, which the proposer considers to be proprietary, should be clearly marked as such. Such requests will be evaluated under the provisions of 29 Del. C. Chapter 100, but shall not be binding on the Department to prevent disclosure of such information. Final discretion on releasing materials rests with DHSS.
6. Proposal and Final Contract - The contents of each proposal will be considered binding on the proposer and subject to subsequent contract confirmation if selected. The content of the successful proposal and the RFP will be incorporated into any resulting final contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date.

If the proposer is unwilling to comply with any of the requirements, terms, or 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.

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

The Department shall provide the contractor with thirty (30) days notice of conditions endangering performance. If after such notice the contractor fails

to remedy the conditions contained in the notice, the Department shall issue the contractor an order to stop work immediately and to deliver all work and all work in progress to the state. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

Upon receipt of no less than thirty (30) days written notice, OR in accordance with contract provisions, the contract may be terminated on a date prior to the end of the contract period without penalty to either party.

12. Fees – It is a State policy that clients should pay all or part of the costs of Services received if they are financially able to do so. The contractor would be expected to continue this policy.
13. Debriefing - If a proposing firm wishes to request a debriefing for technical assistance purposes, the proposing firm shall submit a formal letter to the Contracts Manager, Division of Substance Abuse and Mental Health, First Floor, Main Administration Building,, 1901 N. DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, DE 19720, within 10 days after receipt of a letter informing the proposing firm of the outcome of the review and evaluation process. This letter shall specify reason(s) for the request.

XIV. PROPOSAL ORGANIZATION

The Proposal submitted in response to this request must conform to the format described in these instructions. The application should contain a cover letter that includes names and titles of key personnel to contact for additional application information. The cover letter will be considered an integral part of the proposal.

The cover letter must be followed by the completed Checklist (Form A). All pages must be numbered consecutively.

Each proposer is required to submit the Technical Proposal and Business Proposal as separate sections. The Business Proposal should address the cost of performing the work described in the Technical Proposal. The proposer shall not make any reference to costs in the Technical Proposal. In preparing a response, the proposer should follow the format as outlined in the checklist (Form A) and include the checklist with the proposal, as specified. Failure to follow the format could result in disqualification of the proposal.

The proposer may be requested to submit a complete independent audit and analysis of financial condition, covering the most recent fiscal year, during the review process, and, if selected, will be required to submit this material.

XV. REQUIRED SIGNATURE FORMS

- A. Bidders Signature Form (Form H)
- B. Contractor Representation, Certification and Acknowledgement Form (Form C)
- C. Statement of Compliance Form (Form G)
- D. Non-Collusion Statement (Form H)

XVI. TECHNICAL PROPOSAL REQUIREMENTS

A. **Narrative Overview** -- A brief (150-200 word) overview indicative of the proposers understanding of the Supervised Transitional Housing services which the Division wishes to purchase. The narrative must evidence an understanding of the needs of the target population and the scope of work to be accomplished in providing appropriate services. .

B. Organizational Information

Applicant organizations/agencies must have a minimum of one year of documented, successful experience providing services to individuals who are homeless and have mental health and/or co-occurring disorder conditions. Documentation must be provided that both the applicant organization and the key staff for the proposed program have expertise in providing services to the target population.

C. **Scope of Services:** This section must describe in detail how the program will meet all requirements outlined in this Request for Proposals.

D. **Staffing and Staff Qualifications** – Organization charts must be included that depict: (a) where the Group Home Program will fit into the overall organization structure; (b) all components and staff of the Group Home program.

The proposer must present a complete staffing pattern with job descriptions for key managerial and supervisory clinical positions. The staffing pattern must indicate if the position is full or part-time. If part time, it must indicate the number of hours per week. The staffing pattern must be predicated upon serving the number of clients specified by the applicant of this RFP. The job descriptions must include the minimal educational, experiential and credentialing requirements for each position, along with a description of the duties of the position.

The proposer must provide:

- a. Job Descriptions

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

- 1) Position title: This should be the same title as used in the budget, and as shown in the sections on program description, and organization charts.
- 2) Salary range: Please state the yearly and/or hourly range.
- 3) Job summary: This should describe the role of the position in the proposed program and identify the lines of authority related to this position.
- 4) Duties and responsibilities: List the major activities of the person in this position.
- 5) Job qualifications: The minimum education and/or experience requirements should be presented.

b. Resumes of Key Staff

Resumes of key staff for the proposed program, if known to the proposer at the time of response to the RFP, must be included.

c. Screening and Hiring Procedures

The proposer must provide guidelines to be used in staff screening and hiring procedures. Measures adequate to screen job applicants to determine history of patient/client abuse/neglect (must comply with 29 Del. C. Section 708 and 11 Del. C. Section 8564) must be described.

d. Staff Training/Orientation and Development

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

- 1) introductory training and orientation schedule;
- 2) mandatory training on Department of Health and Social Services Policy Memorandum 46;
- 3) mandatory training on confidentiality of client information

e. Staff Schedule

The proposer must provide:

- 1) A complete staffing roster that clearly presents the full staffing complement for the proposed program. Each position must be listed by position title and full-time equivalent status of that position.

The proposer should assure that the program staffing roster and the full staff schedule are reconciled with respect to the number of FTE positions required AND that all positions are accounted for in the business proposal.

The proposer must specify the minimum staff to resident ratio which will be provided (specify times during which minimum staffing will prevail).

a. On-call/Back-up Staffing

The proposer must describe its provisions for on-call or back-up staffing (including minimum qualifications of on-call or back-up staff if different from minimum qualifications of regular program staff).

g. Subcontractor List

If subcontractors will be used, the following must be provided: 1) identification of the subcontractor; 2) purpose; 3) tasks to be performed; 4) FTE comparison; and 5) method of compensation.

h. Shared Staff

If the proposed program will utilize staff that will be shared with, or co-assigned to, other programs, the proposer must describe this arrangement and address the effect such staff-sharing or co-assignment will have on the operation of the proposed program.

i. Volunteer Staffing

If volunteer staff are to be used to provide staff coverage for the proposed program, the proposer must clearly describe the role of volunteers and clearly indicate volunteer positions in the staffing chart required in RFP Section XVIII; A. Volunteer staff are subject to the same requirements for qualifications, training, and screening/hiring procedures as paid staff.

- j. **Implementation Plan** –Applicants must submit an Implementation Plan in chart format with timelines for each activity. The plan must cover start up through full program implementation activities.

The proposer must present a plan that details the implementation of the program, from the date of initial contract award to full operational status. At a minimum, the plan should include the following functions: facility/site location and preparation; staff recruitment, hiring, and training; development of policy and procedures manual; and collaboration/coordination of services with DSAMH and other agencies.

The description of the implementation plan must include:

1. An introductory narrative of the plan, describing the activities to be undertaken.
2. A schedule, which will identify each phase or major component, required to undertake the project. Beginning and completion dates by phase or component must be included.
3. A workplan which will define: Identified tasks to be completed, staff members assigned to each task, and the deliverable products related to each task or combination of tasks, and beginning and completion dates.
4. A narrative concerning coordination describing how the proposer will coordinate with affected agencies, other mental health and social services providers and the community.

K. CLIENT FUNDS MANAGEMENT

Describe the program's policies and procedures on the safeguarding and managing the personal property and finances of the consumers enrolled in the program.

Describe the program's fiscal policy and procedures on the utilization of client assistance funds.

Describe how the program will assure that staff understand the fiscal policies and procedures on the utilization of client assistance funds from the primary treatment provider.

Describe the program's internal control policy and procedure relating the use and disbursement of these funds

XVII. Statements of Assurance

Proposers must provide written assurance that the following conditions will be met.

- i. Availability of Liability Insurance.
- ii. Availability of Auto Insurance. This is required for all vendors who operate any type of transportation vehicle as part of their program.
- iii. Civil Rights. Compliance with provisions of Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and any other federal or State anti-discriminatory act, law, statute, or regulation.
- iv. Policy and Procedures Manual. A statement should be included that the proposer shall develop a written manual covering policies and procedures of the program. A copy of the manual shall be submitted for approval within 45 days from the date of contract award. If the proposer has a current policy and procedures manual which will be used, a statement regarding its availability upon request by the review committee should be submitted with the proposal.
- v. Compliance Agreement for Procedure to be Followed to Comply with Policy Memorandum 46. The proposer must include a statement of compliance with the Policy Memorandum (see Attachment 1)
- vi. Statement of Confidentiality. The proposer should either include the statement of client confidentiality in effect for the applicant organization or prepare and include such a statement to be used for the proposed program.
- vii. Statement and/or Documentation of Professional Ethical Standards Applied in Organization. The proposer should include the statement of professional standards currently in use by the applicant organization or prepare and include such a statement to be used for the proposed program.

References

Each proposer must supply the names of a minimum of three (3) references familiar with the background and qualifications of the proposers and its ability to implement the proposed program. Addresses and phone numbers of the references must be included, as well as a description of the capacity in which the reference knows the proposer.

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

Program Facility

Proposers must provide proof that they already own or have a commitment to purchase or lease of a facility suitable for the proposed program. DSAMH is willing to negotiate the date by which the facility must be ready for occupancy. However, unless there are extraordinary circumstances, the usual expectation is that the site/facility will be ready for occupancy no later than 90-days from inception of contract.

The proposer must identify and describe the facility in which the proposed program will be provided.

At a minimum, the proposer must provide:

- 1) The address of the proposed facility.
- 2) A description of the facility, including a floor plan that indicates the location within the facility proposed for use for the proposed program (if co-located with another program).
- 3) A description of any facility renovations or improvements that will be needed to make the facility suitable for use. First year contract funds may be used for minor renovations and repairs to the facility, and for purchase of necessary equipment/furnishings.
- 4) Assurances that the proposed facility is suitable for use in the provision of the proposed program and that it will meet all applicable zoning, licensing, life-safety, environmental or other requirements. (NOTE – The facility must meet all such requirements, and the contractor must obtain all required approvals prior to program opening and acceptance of any residents.)
- 5) Agreement to work in conjunction with DSAMH to notify elected officials, civic and neighborhood associations to assure acceptance and support of the community.
- 6) If the proposed facility will house other programs or services concurrently with the proposed program (or is anticipated to house such other programs or services), the proposer must describe those programs/services and identify any proposed relationship between such programs/services and the proposed program. Co-located programs/services must be compatible with the needs of the proposed program and present no threat to the health or safety of the residents of the proposed program.
- 7) **Understanding that DSAMH will inspect and approve the facility based on HUD guidelines. These guidelines will be distributed at the mandatory pre-bid meeting.**

XVIII. Business Proposal Requirements

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

Each program component requires a separate business proposal with a detailed budget narrative that includes all assumptions made with respect to the pricing of services.

The Division anticipates initially purchasing Supervised Transitional Housing Services on a cost reimbursement basis.

The proposer must present a business proposal in a line-item format. A detailed budget narrative that includes all assumptions made with respect to the pricing of services must also be included. An electronic version of the required budget format will be distributed at the mandatory pre-bid meeting.

The business proposal should be separated into two budgets. The first budget should include all start-up cost. The second budget will be the operating costs from November 1, 2008 through October 31, 2009.

Financial Practices Self-Report

The bidder must complete Form F, Financial Practices Self-Report.

Checklist

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

FORM B

Fact Sheet

1. Corporate Name
2. Mailing Address
_____ Zip Code
3. Business Address if different from mailing address
4. Telephone ()
(Area Code)
5. Director's Name _____ Telephone ()
6. Name of contact person if other than Director
7. List of names of those with authority to sign contracts
(name/title/phone)
8. Date of Incorporation
9. If the agency operates from more than one location, please provide the address
and phone numbers of the other locations:
10. Delaware Business License No.
11. Federal Employer Identification No.
12. Copy of Corporate Organization Structure (attach)
13. Roster of Corporate Officers (attach)

CONTRACTOR REPRESENTATION, CERTIFICATION AND ACKNOWLEDGMENT

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

- A. They are a regular dealer in the services offered.
- B. They have the ability to fulfill all the requirements specified for the development and operation of the program within this offer and that their proposal includes all costs necessary for and incidental to their total performance under the contract.
- C. They are accurately representing their type of business and affiliations.
- D. They will secure a Delaware Business License.
 - E. 1. *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;*
 - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
 - 3. *No attempt has been made or will be made by the contractor in induce any other persons or firm to submit or not to submit an offer for the purpose of restricting competition.*
- F. 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.
- G. They operate as (check one): ___ 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 _____.
- D. 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:

The following conditions are understood and agreed to:

- 1. No charges, other than those shown in the Business Proposal, are to be levied upon the State as a result of a contract.
- 2. 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.

Name of Contractor's Authorized Administrator Signature of Authorized Administrator

Name of Company

Date

Company Address _____

Company Telephone Number () _____

STATEMENT 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: _____

CONTRACT AGENCY: _____

DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH

FINANCIAL PRACTICES
PRE-AUDIT MONITORING SURVEY
SELF-REPORT

1. Do you maintain a **summary of total program funding and a breakdown of approximate funding by source?**

Yes _____ No _____

Comments: _____

2. Is your type of accounting system cash [] or accrual []?

Comments: _____

3. Does your **Chart of Accounts** include a description of the accounts, numeric and word components and the topical organization of the accounting system?

Yes ___ No _____

Comments: _____

4. Do you maintain the following **accounting records**?
(Check those maintained)

| | | | |
|--------------------------|-------|------------------|-------|
| General Ledger | _____ | Journals | _____ |
| Subsidiary Ledgers | _____ | Checkbooks | _____ |
| Payroll Records | _____ | Bank Statements | _____ |
| Paid & Unpaid Invoices | _____ | Funds Receivable | _____ |
| Accounts Payable | _____ | Time Sheets | _____ |
| Supportive Documentation | _____ | Petty Cash | _____ |
| Payroll Registers | _____ | Proof of Payroll | _____ |
| Cancelled Checks | _____ | Tax Payments | _____ |

Comments: _____

5. What type of **financial statements**, frequency, and distribution of financial statements are maintained by the program? Who reviews and approves financial statements? (List)

| <u>Type</u> | <u>Frequency</u> | <u>Distributed by</u> | <u>Reviewed/ Approved By</u> |
|-------------|------------------|-----------------------|----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(Use additional pages as necessary)

6. Does the program have a person or persons responsible for the preparation and review of the program budget?

Yes _____ No _____ Name _____

Comments: _____

a. What are the procedures for preparing the **overall program budget**? (Summarize)

b. What are the procedures for estimating the projected income? (Summarize)

c. What are the procedures for periodic budget review and adjustments? (Summarize)

7. What are your procedures for: a) receipt of funds (receiving-recording-depositing), b) disbursement of funds (supporting document flow), c) authorizing signatures, and d) check writing procedures? (Summarize)

a.

b.

c.

d.

8. What are your procedures for purchasing?

a) Solicitation and bids for service

b) Receipt and inspection of goods (Summarize)

9. What is your procedure for payroll processing?

a. Is the payroll manual [] or automated []?

b. What is the payroll period; weekly, monthly, etc.?

Comments: _____

c. Does the **payroll record** include time sheets __, payroll register and employee individual earning records __?

Comments: _____

d. Payroll automation - does it include approval of time sheets __, signature on payroll checks __ and payroll taxes __?

Comments: _____

10. Petty cash procedures:

a. What are the allowable uses of the petty cash fund? (Summarize)

b. Are there standard forms and procedures for using the petty cash fund? (Summarize)

c. What is the maximum balance maintained in petty cash fund?

d. What are the limits on individual transactions?

e. What are the procedures for reconciling and replenishing the petty cash fund? (Summarize)

11. Billing for services:

- a. What are the procedures for determining client/consumer fees?
(Summarize)

b. Do you maintain a schedule of fees? (Comments)

c. How is the client informed about the fee schedule?
(Summarize)

d. How is client ability to pay determined? (Summarize)

e. How is receipt of client fees documented? (Summarize)

f. What are the procedures for billing clients? (Summarize)

g. What are the procedures for billing third-party payers? (Summarize)

h. What are the procedures for handling delinquent accounts? (Summarize)

12. Internal Controls

What are the internal management mechanisms for safeguarding the assets of the organization and for preventing and detecting errors? Do the contractor controls include:

a. Written Fiscal/Financial Practice Policies and Procedures?

Yes _____ No _____

Are these Policies and Procedures regularly reviewed and revised as necessary?

Yes _____ No _____

b. Separation of functional responsibilities?

Yes _____ No _____

Comments:

2 c. Accurate and complete book of accounts?

Comments:

d. Financial reports?

Yes _____ No _____

Comments:

e. Proper documentation?

Yes _____ No _____

Comments:

f. Annual audit?

Yes _____ No _____

Comments:

g. Bonding of employees handling money?

Yes _____ No _____

Comments:

13. Corporation Data:

Do you maintain the **following documents** up to date?

| | | <u>YES</u> | <u>NO</u> |
|----|---|------------|-----------|
| a. | <u>Fidelity Bond</u> | | |
| b. | <u>Insurance Policies for property</u> <u>Liability</u> <u>Vehicle</u> | | |
| c. | <u>IRS Form 501C – Tax Exempt Status</u> | | |
| d. | <u>IRS Form 4161 – Social Security Waiver</u> | | |
| e. | <u>IRS Form 990 – Organization Exempt from Tax</u> | | |
| f. | <u>IRS Form 941 – Qtly. Rpt. of Federal Withholding</u> | | |
| g. | <u>Delaware Annual Franchise Tax Rpt</u> | | |
| h. | <u>Delaware Unemployment Compensation & Disability Insurance Report</u> | | |
| i. | <u>Delaware Forms (VCE - UC8A) W1-W3 Report of State Withholding</u> | | |
| j. | <u>Contracts for Purchased Services (i.e. Rent, etc.)</u> | | |
| k. | <u>Malpractice/Liability insurance to protect agency/staff against lawsuits brought by recipients of services</u> | | |
| l. | <u>Corporate Documentation (e.g.: Certificate(s) of Incorporation; By-laws; Policy & Procedures; etc.)</u> | | |
| m. | <u>Business license [State(s)]</u> | | |

14. Property Management:

a. Do you maintain an inventory of furnishings, office equipment, and other capital property?

Yes _____ No _____

Does the inventory show? (check all that apply)

| | |
|--|--|
| Purchase or acquisition date | |
| Purchase Price | |
| Source of funds for purchase | |
| Identification number of item (serial number, model number, etc. | |
| Condition of item | |
| Location of item | |
| Date of loss, destruction or other disposition of item | |

b. Is the inventory kept up-to-date?

Yes _____ No _____

How often is the inventory updated? _____

Who is responsible for keeping the inventory?

15. Indirect/Administrative Cost

a. Does your agency charge an indirect/administrative cost to any of the programs or projects conducted or operated by the agency?

Yes _____ No _____

b. How do you determine the indirect cost pool for the agency? (Briefly summarize)

Does the agency have a written policy on the development/application of indirect/administrative charges?

Yes _____ No _____

16. Survey Completed by _____

Title/Position _____

Signature _____ Date _____



*Delaware Health
And Social Services*

DIVISION OF MANAGEMENT SERVICES

BIDDERS SIGNATURE FORM

NAME OF BIDDER _____

SIGNATURE OF AUTHORIZED PERSON _____

TYPE IN NAME OF AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME, AND NUMBER _____

CITY, STATE, AND ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NO: _____

F.O.B.: _____

TERMS: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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



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

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

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

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, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____
<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____

NOTARY PUBLIC _____ MY COMMISION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

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

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-1965

ATTACHMENT 4

DHSS Policy Memorandum #24, Safeguarding and Management of Resident Funds will be distributed at the mandatory pre-bid meeting

ATTACHMENT 5



DELAWARE HEALTH AND SOCIAL SERVICES

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

REVISED 3/11/05

SUBJECT: STANDARDIZED REPORTING AND INVESTIGATION OF SUSPECTED ABUSE, NEGLECT, MISTREATMENT, FINANCIAL EXPLOITATION AND SIGNIFICANT INJURY OF RESIDENTS/CLIENTS RECEIVING SERVICES IN RESIDENTIAL FACILITIES OPERATED BY OR FOR DHSS

I. PURPOSE

- a. To protect the right of residents/clients of Delaware Health and Social Services (DHSS) facilities to be free from abuse, neglect, mistreatment, financial exploitation or significant injury.
- b. To require that each Division that has, or contracts for the operation of, residential facilities establish standardized written procedures for the reporting, investigation and follow-up of all incidents involving suspected resident/client abuse, neglect, mistreatment, financial exploitation, or significant injury.
- c. To require that all DHSS residential facilities comply with The Patient Abuse Law (Title 16, Chapter 11, section 1131, et seq.) and Title 29, Chapter 79, sections 7970 and 7971 (Attachments I and II); and that all Medicaid- and/or Medicare-certified long-term care facilities and Intermediate Care Facilities for Mental Retardation (ICF/MR) comply with the federal regulations (42 CFR) and State Operations Manual for such facilities.
- d. To require that all DHSS residential facilities comply with all applicable state and federal statutes, rules and regulations pertaining to suspected abuse, neglect, mistreatment, financial exploitation, or significant injury.

II. SCOPE

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

III. DEFINITIONS

- a. Abuse shall mean:
 1. Physical abuse - the unnecessary infliction of pain or injury to a resident or client. This includes, but is not limited to, hitting, kicking, pinching, slapping, pulling hair or any sexual molestation. When any act constituting physical abuse has been proven, the infliction of pain shall be assumed.
 2. Emotional abuse – This includes, but is not limited to, ridiculing or demeaning a resident or client, cursing or making derogatory remarks towards a resident or client, or threatening to inflict physical or emotional harm to a resident or client.
- b. Neglect shall mean:
 1. Lack of attention to the physical needs of the resident or client including, but not limited to, toileting, bathing, meals, and safety.
 2. Failure to report client or resident health problems or changes in health problems or changes in health condition to an immediate supervisor or nurse.
 3. Failure to carry out a prescribed treatment plan for a resident or client.
 4. A knowing failure to provide adequate staffing (where required) which results in a medical emergency to any patient or resident where there has been documented history of at least 2 prior cited instances of such inadequate staffing within the past 2 years in violation of minimum maintenance of staffing levels as required by statute or regulations promulgated by the department, all so as to evidence a willful pattern of such neglect. (Reference 16 DE Code, §1161-1169)
- c. Mistreatment shall mean the inappropriate use of medications, isolation, or physical or chemical restraints on or of a resident or client.
- d. Financial exploitation shall mean the illegal or improper use or abuse of a client's or resident's resources or financial rights by another person, whether for profit or other advantage.
- e. Significant Injury is one which is life threatening or causes severe disfigurement or significant impairment of bodily organ(s) or functions which cannot be

justified on the basis of medical diagnosis or through internal investigation.

- f. Residential Facility shall include any facility operated by or for DHSS which provides supervised residential services, including Long Term Care licensed facilities, group homes, foster homes, and community living arrangements.
- g. Long-Term Care Facility is any facility operated by or for DHSS which provides long-term care residential services and the Delaware Psychiatric Center.
- h. High managerial agent is an officer of a facility or any other agent in a position of comparable authority with respect to the formulation of the policy of the facility or the supervision in a managerial capacity of subordinate employees.

IV. RESPONSIBILITIES

- a. The Director, or his/her designee of each Division within the scope of this policy, is hereby designated as an official DHSS designee under the State Mandatory Patient Abuse Reporting Law.
- b. Each Division will develop written procedures consistent with the standards contained in this policy and which will be activated immediately upon discovery of any suspected abuse, neglect, mistreatment, financial exploitation or significant injury of or to a client of a residential or long-term care facility. These procedures must clearly outline the reporting chain from the witness to the Division Director, and other appropriate parties, to require the expedient relay of information within the required time frames.
- c. These standardized procedures shall also apply when the preliminary inquiry suggests that the significant injury, suspected abuse, neglect, mistreatment or financial exploitation may have been caused by a staff member of the residential facility, whether on or off the grounds of the residential facility. Suspicion of facility/program negligence (including inadequate supervision resulting in client-client altercations) and incidents involving abuse by persons who are not staff members of the residential facility shall also be reported.
- d. The standardized procedures shall be approved by the appropriate Division Director prior to implementation. The Division Director or designee shall forward a copy of the approved procedures to the Chief Policy Advisor, Office of the Secretary, and other appropriate agencies.
- e. Each Division will require that the standards established in this policy are incorporated in all residential operational procedures and all residential contracts. Each Division shall require that all residents and providers of these programs be informed of their specific rights and responsibilities as defined in the Division's written procedures.

- f. Each Division shall require that all levels of management understand their responsibilities and obligations for taking and documenting appropriate corrective action.
- g. Each Division shall require appropriate training of all staff and contract providers in the PM 46 policy and procedures. Such training shall also include the laws prohibiting intimidation of witnesses and victims (11 Del. C., sections 3532 through 3534) and tampering with a witness or physical evidence (11 Del. C., sections 1261 through 1263 and section 1269).
- h. Each Division shall develop quality assurance/improvement mechanisms to monitor and oversee the implementation of the PM 46 policy and procedures.
- i. Each Division must ensure that all employees of, or contractors for, residential facilities shall fully cooperate with PM 46 investigations.

V. STANDARDS/PROCEDURES

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

- a. Employee(s) of the residential facility, or anyone who provides services to residents/clients of the facility, who have reasonable cause to believe that a resident/client has been abused, mistreated, neglected, subjected to financial exploitation, or has received a significant injury shall:
 - 1. Take actions to assure that the residents/client(s) will receive all necessary medical attention immediately.
 - 2. Take actions to protect the residents/client(s) from further harm.
 - 3. Report immediately to the Division of Long Term Care Residents Protection (if the incident occurred in a long-term care facility or if the client was a resident of a long-term care facility); and to the Department of Services for Children, Youth and Their Families/Division of Family Services (if the client is a minor, as required under 16 Del. C., section 903). It is essential that the reporting person ensure that the report be made to the appropriate division designee immediately.
 - 4. Report immediately to the facility/program director and the Division's designated recipient(s) of PM 46 reports.
 - 5. Follow up the verbal report with a written initial incident report to the persons/ agencies named in (a) 3 and (a) 4 (above) within 48 hours.
- b. In addition to the above named persons, any other person may make a report to a staff person of the facility or to the Division director or his/her designee. Such a report shall trigger activities under V(a), items 1 through 5.
- c. Each written initial report of suspected abuse, neglect, mistreatment, financial exploitation, or significant injury (completed by the reporting employee) must include:

1. The name and gender of the resident or client.
 2. The age of the resident or client, if known.
 3. Name and address of the reporter and where the reporter can be contacted.
 4. Any information relative to the nature and extent of the abuse, neglect, mistreatment, financial exploitation or significant injury.
 5. The circumstances under which the reporter became aware of the abuse, neglect, mistreatment, financial exploitation or significant injury.
 6. The action taken, if any, to treat or otherwise assist the resident or client.
 7. Any other information that the reporter believes to be relevant in establishing the cause of such abuse, neglect, mistreatment, financial exploitation or significant injury.
 8. A statement relative to the reporter's opinion of the perceived cause of the abuse, neglect, mistreatment, financial exploitation or significant injury (whether a staff member or facility program negligence).
- d. The Division's designated recipient of PM 46 reports shall report all allegations of abuse, neglect, mistreatment, financial exploitation and significant injury, to the Office of the Secretary; the Office of the Attorney General/Medicaid Fraud Control Unit (for Medicaid- and/or Medicare-certified long-term care facilities); the appropriate state licensing agency for the program, if applicable; and the Division Director or designee, within 24 hours of receiving notification of such.
- e. In instances where there is immediate danger to the health or safety of a resident/client from further abuse, mistreatment or neglect; if criminal action is suspected; or if a resident/client has died because of suspected abuse, mistreatment, neglect or significant injury, the Division Director or his/her designee shall immediately notify the appropriate police agency. The Division of Long Term Care Residents Protection, and the Office of the Secretary, shall be notified if the police were contacted. Further, the Division Director or his/her designee shall notify the Office of the Attorney General/Medicaid Fraud Control Unit, the Office of the Secretary, and the Chief Medical Examiner, if a resident/client has died because of suspected abuse, mistreatment, neglect, significant injury, or as a result of any cause identified by 29 Del. C., section 4706.
- f. The Division Director or his/her designee shall review the initial incident report and initiate an investigation into the allegations contained in the report. The investigation, with a written report, shall be made within 24 hours, if the Division has reasonable cause to believe that the resident's/client's health or safety is in immediate danger from further abuse, neglect or mistreatment. Otherwise, the investigation and written Investigative Report, up to and including the Division Director's or designee's signed review of the report, shall be made to the Division of Long Term Care Residents Protection (DLTCRP) within 10 days. This timeframe may be extended by DLTCRP if extenuating facts warrant a longer time to complete the investigation. If the facility is a Medicaid-Medicare certified long-term care facility, or an ICF/MR facility, the report of suspected abuse, neglect, mistreatment, financial exploitation or significant injury shall be sent to the appropriate authorities, as required in the respective regulations under 42 CFR, within 5 working days of the incident.

- g. The investigative process shall be confidential and not subject to disclosure both pursuant to 24 Del. C., section 1768 and because it is privileged under the governmental privilege for investigative files. Each Investigative Report shall be labeled as confidential and privileged, pursuant to 24 Del. C., section 1768. Each investigation shall include the following:
 - 1. A visit to the facility or other site of incident.
 - 2. A private interview with the resident or client allegedly abused, neglected, mistreated, whose finances were exploited or whose injury was significant.
 - 3. Interviews with witnesses and other appropriate individuals.
 - 4. A determination of the nature, extent and cause of injuries, or in the case of exploited finances, the nature and value of the property.
 - 5. The identity of the person or persons responsible.
 - 6. All other pertinent facts.
 - 7. An evaluation of the potential risk of any physical or emotional injury to any other resident or client of that facility, if appropriate.
- h. A written report (Investigative Report) containing the information identified in V (g) shall be completed within the time frames identified in V (f) and shall include a summary of the facts resulting from the investigation. (Attachment 3)
- i. The Investigative Report shall be sent to the facility director and to the Division Director or designee. The Facility Director and the Division Director or designee shall review the report. If the incident is serious, the Division Director must review the incident with the Department Secretary prior to the completion of the report. The Facility Director and the Division Director or designee shall indicate in writing their concurrence or non-concurrence with the report. If the facts show that there is a reasonable cause to believe that a resident/client has died as a result of the abuse, neglect, mistreatment, or significant injury, the Division Director or designee shall immediately report the matter to the Office of the Attorney General/Medicaid Fraud Control Unit, the Division of Long Term Care Residents Protection, and the Office of the Secretary.
- j. All Investigative Reports shall be forwarded by the reporting division, forthwith, to the Division of Long Term Care Residents Protection. The Division of Long Term Care Residents Protection shall complete the investigation by making a determination of findings and documenting their conclusions.
- k. If a determination is made at the Division level (upon consultation with the Division of Management Services, Human Resources office) that discipline is appropriate, the Investigative Report shall be forwarded to the Human Resources office. Human Resources shall determine the appropriate level of discipline, forward their recommendations to the Office of the Secretary and to the originating division for implementation, and proceed as appropriate.
- l. The Office of the Secretary shall be informed by the Division of Long Term Care Residents Protection, in writing, of the results of the investigation, including the findings and recommendations, within 5 days following the completion of the investigation.

- m. The Division Director or designee shall notify the appropriate licensing or registration board, if the incident involved a licensed or registered professional, and the appropriate state or federal agency, including the appropriate state licensing agency of the program, if applicable, upon a finding of: 1) abuse, mistreatment, neglect, financial exploitation, or significant injury; 2) failure to report such instances by a licensed or registered professional; or 3) failure by a member of a board of directors or high managerial agent to promptly take corrective action.
- n. The Division Director or designee shall notify the employee, resident/client, the guardian of the resident/client, if applicable, and the incident reporter of the results of the facility-based case resolution, unless otherwise prohibited by law. They shall also advise the parties of the fact that there is a further level of review that will occur through the Division of Long Term Care Residents Protection and/or the Office of the Attorney General/Medicaid Fraud Control Unit.
- o. The Division of Long Term Care Residents Protection shall, at the conclusion of their review of the case, notify the DHSS employee (or the agency director for contract providers), the resident/client, or the guardian of the resident/client, if applicable, and the originating Division Director or designee, of the substantiated or unsubstantiated status of the case, unless otherwise prohibited by law. The

Division of Long Term Care Residents Protection shall also notify the Office of the Attorney General/Medicaid Fraud Control Unit of all substantiated cases.

VI. IMPLEMENTATION

- a. This policy shall be effective immediately (upon the completion of mandatory departmental training).
- b. In carrying out this policy, all parties must protect the confidentiality of records and persons involved in the case, and may not disclose any Investigative Report except in accordance with this policy.

VII. EXHIBITS

- a. Attachment 1 – Delaware Code, Title 16, Chapter 11, Sections 1131-1140.
- b. Attachment 2 – Delaware Code, Title 29, Chapter 79, Sections 7970-7971.
- c. Attachment 3 – Investigative Report form

Vincent P. Meconi

Vincent P. Meconi
Secretary

ATTACHMENT 2 CONTRACT BOILERPLATE

CONTRACT

A) Introduction

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

2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

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

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

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

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

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

services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

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

To the Division at:

To the Contractor at:

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

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright

any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

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

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. 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 3/11/05), and divisional procedures

regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. 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.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure 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 title of the position(s) responsible for the PM40 process in the contractor's agency.
5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

Name

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Director

Date