

STATE OF DELAWARE



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

REQUEST FOR PROPOSAL NO. PSC0862

FOR

PHARMACY SERVICES

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

**DEPOSIT WAIVED
PERFORMANCE BOND WAIVED**

**DATE DUE May 8, 2009
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on March 26, 2009 at 9:30 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. All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

**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 #PSC0862

Sealed proposals for the Provision of Pharmacy Services 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 May 8, 2009, 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 9:30 A.M. on March 26, 2009 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.



FORM C

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

CERTIFICATION SHEET

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

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

- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
- n. They (check one): _____ are; _____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

Notification to Bidders

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



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

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

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

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 COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

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

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

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

REQUEST FOR PROPOSALS (No. PSC-0862)

PHARMACY SERVICES

Division of Substance Abuse and Mental Health



**A MANDATORY pre-bid meeting will be held on March 26, 2009 at 9:30 AM
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: March 16, 2009

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 Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) is seeking proposals from qualified organizations to provide onsite pharmacy services for Delaware Psychiatric Center and pharmacy management services for the Division. **The Division currently operates two (2) separate pharmacies as well as providing for medications for consumers in contractual programs. The successful applicant will be required to assess and assist DSAMH in selecting the most cost-efficient way to manage pharmacy needs including the possibility of merging the pharmacies within the next year.**

The Delaware Psychiatric Center is an acute and long-term psychiatric treatment facility. It currently has 231 operating beds on 6 units located on the campus, including an ICF/MD and a forensic unit. The pharmacy operations are centralized in the Springer Building. A tour of the pharmacy will be conducted during the pre-bid meeting.

III. AVAILABLE FUNDING

Actual funding amount is to be determined and will be subject to negotiation of contract.

DSAMH will contract with the successful applicant beginning July 1, 2009 and for at least five (5) additional years, as long as sufficient funding remains available and the contractor's performance is satisfactory.

IV. Scope of Services:

Contractor will provide comprehensive pharmacy service to the patients identified by DSAMH. Specific elements of the Pharmacy Contractor's responsibility will include but are not limited to:

1. The Delaware Psychiatric Center pharmacy will be open and appropriately staffed from 8:00am to 6:00pm Monday through Friday and from 9am to 1:00pm on Saturday.
2. The contractor will hire and maintain competent and qualified personnel, licensed/certified in the State of Delaware. DSAMH retains the right to accept or reject any proposed staffing of personnel as well as the right if dissatisfied with the performance of any personnel to require withdrawal of personnel from pharmacy staff.
3. The contractor will provide pharmacists who, upon receipt of a written prescription, shall review all orders and patient profiles, prior to dispensing, for drug allergies and interactions. Any discrepancies shall be clarified with the physician before proceeding to complete the order and preparing the medication for packaging and sending to the appropriate area.
4. Drug Distribution System shall provide a unit dose drug distribution system with a unit dose cart exchange of cassettes Monday through Friday and a forty-eight hour exchange for weekends and holidays.
5. Contractor shall provide all patients' medications in individual unit dose packages. Each unit dose package shall have proper labeling, including drug name (generic and/or brand name), lot number, manufacturer's name and expiration date.
6. Contractor shall place unit dose medication into a container that shall be labeled with patient name, patient number and treatment unit.
7. The contractor shall provide maintain a delivery schedule of patient medication cassettes to nursing stations.
8. The contractor shall perform monthly drug storage area inspections (including all nursing stations) and patient chart reviews in compliance with the Board of Pharmacy regulations and applicable state and federal statues and regulations.

9. The contractor shall assume responsibility for the pharmacy inventory for all medical contingencies of the Delaware Psychiatric Center, including managing and stocking pharmacy night closets, and supply drugs in emergency boxes.
10. The contractor shall comply with all Delaware Psychiatric Center policies and procedures pertaining to pharmacy and matters of medical care.
11. The contractor shall maintain and update the Pharmacy Policy and Procedure Manuals at least annually and as needed by Delaware Psychiatric Center.
12. Contractor is responsible for providing and maintaining equipment and fixtures in good working order. The cleanliness of exchanged cassettes shall be the responsibility of the contractor. Cassettes shall be cleaned monthly and as needed.
13. Contractor shall requisition pharmaceuticals from the approved vendor for the State of Delaware exclusively and follow procedures outlined by the fiscal office. Contractor shall maintain on hand levels of medication to ensure prompt and accurate service to Delaware Psychiatric Center and ensure proper monitoring of inventory through an established Quality Assurance Program that ensures proper dating and the use of efficacious medications.
14. Contractor shall coordinate any credits or discounts with the fiscal office.
15. Contractor shall notify nursing personnel and physicians of any changes in the appearance, color, size, or form of drugs supplied.
16. Contractor shall ensure delivery of medications to the units. Contractor shall be responsible for personnel to provide this service.
17. Contractor shall have an organized performance improvement program, approved by the Delaware Psychiatric Center, which monitors critical success factors and reports to the Delaware Psychiatric Center Pharmacy and Therapeutics Committee and Quality Control.
18. The contractor will provide consultative services pertaining to all drug related matters, including proper dosage, side effects, toxicities, pharmacology and drug interactions to DPC Medical Staff and Nursing Staff. Most inquiries shall be handled immediately though reference on hand in the pharmacy. Contractor will provide clinical services that will include but are not limited to Pharmacokinetics, appropriate medication use, drug – drug interaction, food – drug interaction, and patient education.
19. The contractor will ensure the pharmacy meets all Delaware Medicaid requirements and enroll the pharmacy as a Delaware Medicaid provider and as a Delaware Prescription Assistance Program (DPAP) provider. The contractor will enroll as a pharmacy provider with area Medicare pharmacy benefit providers to meet Medicare Part D requirements.
20. The contractor will use the existing drug formulary, the state drug procurement system and the requisition system for DSAMH to obtain medications to be dispensed. DSAMH expects contractor to participate in training and/or communicating with

Physicians, program and administrative staff to utilize generics, implement step therapies, and best practices to enable the pharmacy to be operated in the most cost effective manner. Medications, vials, labels, and other dispensing supplies will be provided at DSAMH's cost as long as DSAMH approval is obtained prior to the orders being placed. DSAMH will not process payments for any unapproved orders.

21. The contractor shall prepare pharmacist analysis of safety, efficacy and cost for drugs recommended as additions to the DHSS and/or DSAMH formulary, in conformity with state pharmacy and therapeutics committees.

22. The contractor shall provide examples of clinical protocols used to maintain a cost effective/efficient pharmacy.

23. The contractor will implement policies and procedures on the return of medication to inventory when applicable to minimize disposal and waste of medications. The contractor will issue credit for any returned medication permitted by State and/or Federal regulation and will adjust the applicable third party billing as appropriate.

24. The contractor will be responsible for providing and monitoring accountability of controlled substances, and provide regular reports on their status and disposition.

25. The contractor will routinely review client eligibility for and bill Medicare, Medicaid, DPAP and any other applicable third (3rd) party billing directly on behalf of DSAMH and provide DSAMH with reports to provide adequate documentation of anticipated receipts and revenue. The contractor will provide regular reports to ensure that all available revenue is pursued on behalf of the State.

26. The contractor will research the availability of drug scholarships and other types of drug assistance for qualified clients and will maintain and dispense those medications as required. The contractor will coordinate and monitor the application process and inform DSAMH via reports of the success/failure to obtain these types of assistance.

27. The contractor will conduct audits at to assess compliance with inventory and quality assurance requirements developed by the contractor and in compliance with the Delaware Board of Pharmacy requirements.

28. The contractor will serve on DSAMH's Pharmacy and Therapeutic Committee and other committees as requested. Responsibilities for reporting to the committee include, but are not limited to:

- a) Adverse drug reactions reviews;
- b) Drug utilization review
- c) FDA drug recalls
- d) Missing drug reports
- e) Formulary changes
- f) Quality Improvement Reports
- g) Comparative Data Reports
- h) Drug Administration errors
- i) Medications error tracking
- j) Drug costs, average cost per patient, formulary and non-formulary subtotals

- k) Drug Regimen Review Monitoring
- l) Other

29. The contractor shall operate in accordance with all JCAHO standards and regulations, State of Delaware regulatory requirements, CMS standards and regulations, as well as Medicare and Medicaid regulations.

30. The contractor shall organize and direct a continuing education and drug information program for Delaware Psychiatric Center medical contingency employees. This shall include, but not be limited to the following:

- a) New drug information
- b) Drug update information
- c) In-service education meetings

31. The contractor shall provide at a minimum, quarterly staff in-service training sessions at Delaware Psychiatric Center. Such in-services shall be conducted by qualified staff. The sessions shall be conducted during weekdays but may be scheduled on any shift. An annual schedule shall be established by the contractor and Delaware Psychiatric Center's Director of Nursing or Training Administrator. Delaware Psychiatric Center may videotape the presentation at its expense. All quarterly in-service training sessions shall be approved for contact hour credit by an approved provider of such credit.

32. The contractor shall review the pharmacy needs and operations within the Division and provide research, analysis and recommendations to provide cost-effective services across the Division. The services purchased through this Request for Proposal may be expanded to include pharmacy services for other agencies within the Division. If expanded, the work scope and funding in the awarded contract will be further negotiated.

33. The contractor will provide regular, accurate, and thorough management reports as prescribed by DSAMH.

34. DSAMH requires the pharmacy vendor to continue to use the current version (191.0.26) of the QS/1 Prime Care software. The pharmacy vendor will be responsible for all costs associated with procurement, licensing, hardware, and maintenance of this product, including any licensing fees. The pharmacy vendor will also be responsible for any necessary upgrades to the software.

The Delaware Psychiatric Center pharmacy software server must continue to be housed in the Biggs Data Center. The vendor must meet all DHSS and State IT standards. A copy of the state TI standards can be obtained at <http://dti.delaware.gov/information/standards-policies.shtml>. A copy of the DHSS IT standards will be distributed at the mandatory pre-bid meeting.

All proposals must include line item costs for all hardware and software including support costs needed to operate the pharmacy services. This must include costs for new pharmacy hardware (Server, PCs, etc). The state, at its sole discretion, may choose to purchase the hardware and/or software.

A separate line item cost must be provided to create an HL7 interface with DSAMH's Electronic Health Record system (Avatar) provided by Netsmart Technologies. The HL7 interface with DSAMH's Electronic Health Record system (Avatar) will include, minimally, Admission/Discharge/Transfer (ADT), Inbound Orders, Inbound Refills, Outbound Orders (this will support the eMAR component of the EHR), and Acknowledgement. The vendor must verify that they will assume responsibility for programming, testing, and implementation of their side of the HL7 interface with DSAMH's Electronic Health Record system (Avatar). If the state chooses to purchase the HL7 Interface, it would be done through a contract amendment.

All costs will be broken down by each component.

Contact Information for the QS/1 Sales Department is as follows:

Sue Whitehead
Institutional Marketing Consultant

(800) 845-7558 x 1568
swhitehead@qs1.com

Contact Information for Netsmart Technologies is as follows:

Mr. James H. Gargiulo
Executive Vice President for Clients and Solutions
Netsmart Technologies
3500 Sunrise Highway - Suite D-122
Great River, New York 11739
(800) 421-7503 x2039
jgargiulo@ntst.com

35. Within the first 9 months of the contract, the selected vendor will be expected to conduct and complete a comprehensive review of all DSAMH pharmacy operations. Within 6 months of receiving written approval by DSAMH, the vendor will be expected to implement those recommendations resulting from the comprehensive review that have been accepted by DSAMH. All acceptable operational changes shall result in increased efficiency and quality of care and decreased costs to DSAMH.

V. Geographic Area

The services requested under this Request for Proposals will be performed on the Herman Holloway Campus, 1901 N. Dupont Highway, New Castle, Delaware.

VI. PROPOSED SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
Publish Request For Proposals	March 16, 2009
Pre-Submission Meeting (Mandatory)	9:30 am March 26, 2009

Deadline for Questions	4:30pm April 1, 2009
Answers to Questions Published	4:30pm April 4, 2009
Deadline for Proposal Submission	11:00am on May 8, 2009
Notification of Awards (estimate)	June 1, 2009
Sign contract (estimate)	June 8, 2009
Begin Services	July 1, 2009

VII. MANDATORY PRE-SUBMISSION MEETING

All parties interested in submitting proposals MUST ATTEND the pre-submission meeting, which will be held on March 26, 2009 at 9:30am 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 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 IX). 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. Preference will be given to program(s) proposed to be located in Kent or Sussex counties.

Evaluation Criteria

<u>Proposers Experience & Expertise</u>	<u>0-20 Points</u>
<u>Capacity to meet requirements</u>	<u>0-30 Points</u>
<u>Qualifications, Ability & Skills of Personnel</u>	<u>0-20Points</u>
<u>Price</u>	<u>0-30 Points</u>
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) original CDs (Each Labeled as “Original”) and six (6) CD copies (Each labeled as “Copy”). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to three (3) additional CDs (Each labeled “Corporate Confidential information”). All CD files shall be in PDF and Microsoft Word and Microsoft Excel formats.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Proposals must be delivered 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 proposals must clearly indicate that they are in response to RFP number **PSC – 0862** .

2. Closing Date - All responses to this RFP must be received on or before 11:00 A.M. (local time), on May 8, 2009. 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 June 1, 2009.

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.

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.

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 pharmacy services which the Division wishes to purchase.

B. Organizational Information

- The proposer must provide a description of the organization responding to the Request for Proposals. Please include a description of the various programs currently provided by the agency. Include a brief description of any programs similar to the proposed program that you are currently providing or have previously successfully carried out. Detail the organization's experience and familiarity with appropriate service provision strategies.
- The proposer must present evidence of corporate and/or proposer experience in providing pharmacy services sufficient to indicate the capacity to successfully provide the proposed services.
- The proposer must provide information regarding the proposer's eligibility to enroll as a provider under the Medicaid program. The proposer must specifically state whether or not either the proposer or anyone employed by the proposer has ever been sanctioned by the Health Care Financing Administration (HCFA) or had a license revoked. Any instance or sanction or revocation of license must be fully explained.

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 pharmacy will fit into the overall organization structure; (b) all components and staff of the pharmacy.

The proposer must present a complete staffing pattern with job descriptions for key managerial and supervisory 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 the service requirements specified within 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.

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 the CMHC, 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.

XVII. Statements of Assurance

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

- i. Availability of IRS Ruling relating to tax exempt status for nonprofit incorporated organizations (as applicable).
- ii. Availability of Liability Insurance.
- iii. Availability of Auto Insurance. This is required for all vendors who operate any type of transportation vehicle as part of their program.
- iv. 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.
- v. Compliance Agreement for Procedure to be Followed to Comply with Policy Memorandum 46 and Policy Memorandum 40. 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."

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 paying for pharmacy services on a monthly basis. The approved operating budget will be calculated into a monthly management fee. The Division will require the selected vendor to submit actual expenditure reports on a quarterly basis and will require periodic fiscal and programmatic meetings to ensure efficiency.

Using Budget Proposal Form D (or a facsimile thereof) and the Budget Preparation Guidelines presented in Attachment#2, 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.

The business proposal should be separated into two budgets. The first budget should include all operating costs from July 1, 2009 through June 30, 2010. The second budget will be a detailed budget for all computer hardware, software, licensing fees, and equipment required to operate the pharmacy.

Financial Practices Self-Report

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

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)

Budget Proposal

Form D

Page 1

This page will be a line item budget containing all costs associated with computer hardware, printers, software, licensing costs, and all other capital equipment required for pharmacy operations.

	Annual Cost
Fringe Benefits/OEC	
Payroll Tax	
Health Benefits	
Other Fringe Benefits	
Total Fringe/OEC	
TOTAL DIRECT STAFF & FRINGE BENEFIT COSTS	
<u>Staff Travel & Training</u>	
Staff Training	
Staff Mileage	
Staff Public Trans.	
Staff Meals/Clothing	
TOTAL STAFF TRAVEL & TRAINING	
<u>Operating Costs</u>	
Consultant Costs	
Advertising/Recruiting	
Office Supplies	
Equipment Rental	
Equipment Repair/Maint	
Other Operating Costs	
TOTAL OPERATING COSTS	
TOTAL DIRECT PROGRAM COSTS	
INDIRECT	
Total Operating Budget Request	

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> Liability Vehicle		
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.

ATTACHMENT 1



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

ATTACHMENT 3



DELAWARE HEALTH AND SOCIAL SERVICES

POLICY MEMORANDUM NUMBER 40

March 10, 2008

Subject: Criminal Background Check Policy

I. Purpose

Delaware Health and Social Services is committed to providing a safe and secure environment for our patients, residents and employees. Additionally, the Delaware Code (Title 16, sec. 1141) requires criminal background checks of all individuals seeking work in long term care facilities. To that end, it is the policy of DHSS to conduct criminal background checks for all persons hired or promoted into any permanent or temporary position with any long term care or psychiatric facility operated by the DHSS. The Delaware Psychiatric Center is licensed as a hospital and while the Code does not require criminal background checks for employees of the DPC, long standing policy and practice mandates a criminal background check on all prospective employees at the Psychiatric Center.

II. Scope

This policy applies to all applicants and employees of the five facilities operated by DHSS. Under this policy, a criminal background check is required for any current employee who applies for another position within a DHSS facility or laterally transfers or promotes into another position within any DHSS facility. In addition, a criminal background check can be conducted on an employee if an employee takes a voluntary demotion or where there is a reasonable suspicion that a staff person has been recently been involved in criminal activity.

If an applicant has been convicted of any crime, a review of the individual's complete record must be considered prior to permanent hire. If an applicant has been convicted of a disqualifying crime as enumerated by regulations promulgated by the Division of Long Term Care Residents Protection (DLTCRP) in accordance with Delaware Code, Title 16, sec. 1141(b)(e), that applicant is deemed unsuitable for employment, unless the time parameters surrounding the conviction(s) have eliminated that automatic bar to employment. See Addendum A for a list of disqualifying crimes and conviction time parameters.

This policy covers all full-time and part-time permanent, limited term, temporary and casual/seasonal positions providing direct care, or serving within the facilities operated by DHSS. This policy also applies to all positions and temporary positions filled directly by contractors, vendors, and other entities providing services at DHSS facilities

III. Policy

A criminal background check will be conducted for all newly-hired employees for positions within DHSS facilities. The Division of Long Term Care Residents Protection (DLTCRP) is responsible for completing a criminal background check and review of the Adult Abuse Registry. Once the review has been completed, the DLTCRP will send a letter to the facility's Human Relations Representative outlining the applicant's status. A facility director may extend an offer of employment to an applicant prior to the completion of the criminal background check but that offer is conditional until the Director of Management Services or his/her designee reviews the criminal background check and determines that no adverse action will be taken based upon information contained in that report.

Although a disqualification is possible, a previous conviction does not automatically disqualify an applicant from consideration from employment within a DHSS facility. The Director of Human Resources and the Division Director or designee will together consider the following factors in determining whether a candidate is eligible for employment with DHSS:

1. the relevance of the conviction to the duties and responsibilities of the position for which selected;
2. the nature of the conviction(s);
3. the age of the candidate when the illegal activity occurred;
4. the dates of the convictions; and
5. the candidate's record since the date(s) of the conviction(s).

A pardon has no impact on a conviction. It may, however, be used as a consideration in the criteria above. However, if an applicant fails to reveal any

previous conviction, he/she will be disqualified from employment in that or any other position at DHSS for falsification of an application.

If the facility director desires to retain the applicant, he or she may forward a request through the Director of Management Services for final consideration by the Cabinet Secretary.

IV. Procedure

When a hiring manager reaches the final selection stage in the hiring process, the applicant will be given a "DHSS Terms and Conditions of Employment" form authorizing the DLTCRP to conduct a criminal background check. The applicant is then sent to the state police for fingerprinting and initiation of the criminal background check process. The hiring manager then sends the completed and signed form to Human Resources staff person for the respective facility. Human Resources will submit the request to DLTCRP for processing. Refusal to provide a completed and signed DHSS Terms and Conditions of Employment form will be considered sufficient grounds to discontinue any employment consideration for that candidate.

When the investigation is complete, the DLTCRP will submit a report on each applicant to the facility's HR representative. If the criminal background check reveals a criminal history, HR will review and notify the facility director.

The facility director or designee will conduct an additional inquiry to determine the nature of the offense(s) and other circumstances surrounding the criminal record. It is expected that the investigation of an applicant will not take longer than ten days to complete. Applicant information is confidential personnel information, and all parties having access to this information will maintain it as confidential.

If adverse action is contemplated, based on information revealed in the criminal background report, the HR representative will inform the hiring manager and or HR Director to implement due process proceedings. The hiring manager will in turn notify the employee immediately verbally and in writing.

V. Responsibility

It shall be the responsibility of the affected Division Directors to ensure that they, their staff and contractors adhere to the procedures outlined in this policy as written.

It shall be the responsibility of contractors and vendors to conduct criminal backgrounds checks on their employees prior to their assignment to a DHSS facility.

VI. Implementation

This policy is effective immediately.

Vincent P. Meconi, Secretary

Date

Attachment:

Addendum A, List of Disqualifying Crimes and Conviction Time Parameters

DEPARTMENT OF HEALTH & SOCIAL SERVICES
 CRIMINAL BACKGROUND CHECK UNIT
 DISQUALIFYING CRIMES
 CONVICTION/TIME PARAMETERS

531. Attempt to Commit a crime: Attempt to commit a crime is an offense of the same grade and degree as the most serious offense, which the accused is found guilty of attempting. Use same disqualifying time limit as charge attempted.

502. Solicitation 2 nd	513. Conspiracy 1 st	631. Criminally negligent homicide
503. Solicitation 1 st	602b Aggravated Menacing	632. Manslaughter
512. Conspiracy 2 nd	604. Reckless Endangering 1 st Degree	633. Murder/abuse/neglect 2 nd Degree
601. Offensive Touching (If against Law Enforcement, Emergency, Medical or Corrections personnel) Class A Misdemeanor Only	605. Abuse of Pregnant Female in 2 nd Degree 606. Abuse of a Pregnant Female in 1 st Degree	634. Murder/abuse/neglect 1 st Degree
603. Reckless Endangering 2 nd	612. Assault 2 nd	635. Murder 2 nd Degree
611. Assault 3 rd	613. Assault 1 st	636. Murder 1 st Degree
621. Terroristic Threatening (Felony or Misdemeanor)	614. Assault on a sports official 2 nd Offense	645. Promoting Suicide
625. Unlawfully administer drugs – Misdemeanor	615. Assault by Abuse or Neglect (Felony)	768. Unlawful sexual contact in 2 nd Degree
626. Unlawfully administer controlled substance, narcotic drugs.	629. Vehicle Assault 1 st	769. Sexual contact in 1 st
651. Commit Abortion (Other than Therapeutic, that causes miscarriage)	630. Vehicle Homicide 2 nd	770. Sexual penetration 3 rd or Rape 4 th Degree
785. Interference w/custody	630A Vehicle Homicide 1 st	771. Sexual penetration 2 nd or Rape 3 rd Degree
801. Arson in 3 rd	782. Imprisonment 1 st	772 Sexual penetration 1 st or Rape 2 nd Degree
804b2. Reckless burning \$1,500 or more in damage	783. Kidnapping 2 nd	773. Sexual intercourse 3 rd or Rape 1 st Degree
811. Criminal Mischief \$1,500.00 or more damage	783A. Kidnapping 1 st	776. Sexual Extortion
824. Burglary in 3 rd	802. Arson in 2 nd	777. Bestiality
828. Possess Burglary Tools	803. Arson in 1 st	778. Continuous sexual abuse of a child
840. Shoplifting \$1,000 or more	825. Burglary in 2 nd	779. Dangerous crime against child
841. Theft (over \$1,000)	826. Burglary in 1 st	780. Female genital mutilation
842. Theft; lost or mislaid property; mistaken delivery \$1,000 or more	831. Robbery in 2 nd	
5 YEARS	10 YEARS	
843. Theft; False pretense \$1,000 or more	832. Robbery in 1 st	
844. Theft; false promise \$1,000 or more	835. Carjacking 2 nd Degree	

845. Theft of Services \$1,000 or more	836. Carjacking 1 st Degree
848. Misapplication of property over \$1,000	846. Extortion
849. Theft or rented property \$1,000 or more	1108. Sexual exploitation of a child
850. Possess/deal in device for unlawfully taking telecommunication services.- Over 5 devices	1109. Dealing in material depicting a child in a prohibited sexual act.
851. Receive Stolen Property – over \$1,000	1112A. Sexual solicitation of a child
854. Identity Theft	1250. Offenses against law-enforcement animals
859. Larceny of livestock	1253. Escape after conviction
860. Possession of Shoplifters Tools	1254. Assault in Detention Facility
861. Forgery 1 st & 2 nd Degree -Felonies	1256. Promoting prison contraband; deadly wpn.
862. Possession of Forgery Devices	1302. Riot
876. Tamper with public records in 1 st Degree	1304. Hate Crimes
878. Issuing false certificate	1312A. Stalking
900. Issuing Bad check –over \$1,000	1338. Bombs, incendiary devices, Molotov cocktails and explosive devices
903. Unlawful use of credit card (\$1,000 or more)	1339. Adulteration (Causing Injury or Death)
907A. Criminal impersonation, accident related	1353. Promoting prostitution in 1 st Degree
907B. Criminal impersonation of a police officer	1442. Carrying a concealed deadly weapon
908. Concealing a will	1444. Possessing a destructive weapon
911. Fraudulent conveyance of public lands	1445. Unlawfully dealing with a dangerous weapon. (If (4) or (5) violated)
912. Fraudulent receipt of public lands	1447. Possession of deadly weapon during commission of a felony
913. Insurance Fraud	1447A. Possession of a firearm during commission of a felony
913A. Health Care Fraud	1449. Wearing body armor during commission of a felony
916. Home Improvement fraud – 2 nd offense	1455. Engaging in a firearms transaction on behalf of another
917. New home construction fraud – over \$1,000	1503. Racketeering
920. Transfer of recorded sounds.	3533. Aggravated Act of Intimidation
932. Unauthorized access of computer Over \$500.00	4751. Controlled Narcotic substance- Possess, deliver, manufacturer with intent to deliver
933. Theft of Computer Services Over \$500.00	4752. Controlled Non-Narcotic substance
934. Interruption of computer services Over \$500.00	4752A. Delivery of noncontrolled substance
5 YEARS	10 YEARS
935. Misuse of computer system information Over \$500.00	4753A. Trafficking in marijuana, cocaine, illegal drugs, methamphetamines, LSD or designer drugs
936. Destruction of computer equipment) over \$500.00	4754A. Possession and delivery of noncontrolled prescription drug
937. Unrequested or unauthorized electronic mail or use of network or software to cause same. Damage over \$500.0	4755. Distribute, dispense a controlled substance. Maintain dwelling, vehicle etc.
938. Failure to promptly cease electronic communications upon request. Damage over	4756. Schedule I & II violations as registrant

\$500.00	
1001. Bigamy	4757. Disposal – hypodermic syringe or needle
1100. Dealing in children	4761. Distribution narcotics to minors
1102. Endangering the welfare of a child. (Felony if death or serious injury occurs)	4761A. Purchase narcotics from minors
1111. Possession of Child Pornography	4767. Distribution, delivery or possession of controlled substance within 1,000 feet of a school property
1201. Bribery	4768. Distribution, delivery or possession of controlled substance within 300 feet of a park or recreation area
1203. Receiving a bribe	4771(b) Deliver, possess with intent to deliver, convert, manufacture, convey sell or offer sale of Drug Paraphernalia knowing will be used to plant, grow, manufacture, process, pack, inject, ingest, inhale or otherwise introduce into human body a controlled substance.
1222. Perjury 2nd Degree	4771 (c) Delivery to a minor of Drug Paraphernalia
1223. Perjury 1st Degree	Title16/1136. Abuse, Mistreatment, Neglect of a Patient
1239. Wearing a disguise during commission of a felony	Title 31/3913. Abuse, Neglect, exploit, mistreat an infirm adult
1240. Threats to a Public Official	
1244b. Hindering Prosecution (If acts of Felony original charge)	
1248b. Obstructing control and suppression of Rabies during state of emergency	
1249. Abetting the violation of drivers license restrictions 2nd Offense	
1252. Escape from Detention facility 2nd Degree	
1259. Sexual relations in detention facility	
1260. Misuse of prisoner mail – 2nd offense	
1261. Bribing a witness	
1262. Witness receiving bribe	
1263. Tampering with a witness	
1263A. Interfering with a child witness	
5 YEARS	10 YEARS
1264. Bribing a juror	
1265. Juror receiving bribe	
1269. Tampering with physical evidence	
1312. Aggravated Harassment	
1325. Cruelty to animals resulting in death or serious injury	
1326. Animals fighting and baiting	
1335(a)(6). Violation of Privacy	
1351. Promoting prostitution in 3rd Degree	
1352. Promoting prostitution in 2nd Degree	
1361. Obscenity	
1448. Possession and purchase of deadly weapons	

by a person prohibited.	
1450. Receiving a stolen firearm	
1451. Theft of a firearm	
1454. Giving a firearm to a person prohibited	
1457. Possession of a weapon in a Safe School and Recreation Zone	
1458. Removing a firearm from the possession of a law enforcement officer	
1459. Possession of a weapon with a removed, obliterated or altered serial number	
3532. Act of intimidation; class E felony	
4753. Possess, use or consume controlled substance, which is a narcotic drug without valid prescription. – Misdemeanor	
4754. Possess, use or consume controlled or counterfeit substance not a narcotic drug without valid prescription - Misdemeanor	
4771. (a) Possession of Drug Paraphernalia Class A Misdemeanor	
Any other Felony, not listed above, if convicted within last five years	

DESIGNED 05/04/1999 - 02/01/2000

UPDATED: 03/24/2000, 01/05/00, 10/26/01, 01/18/02, 01/24/03, 07/31/03, 12/24/03, 10/22/04, 08/16/05, 10/15/06

KEN THOMPSON

Investigative Administrator

CMS Regulations, JCAHO Regulations will be distributed at Pre-Bid Meeting

Current Inventory List of Equipment Available in the Pharmacy will be distributed at the
Pre-Bid Meeting