



DELAWARE HEALTH
AND SOCIAL SERVICES

**Delaware Health Care Commission
410 Federal Street, Suite 7
Margaret O'Neill Building
Dover, DE 19901**

REQUEST FOR PROPOSAL NO. PSC#HSS-11-003

FOR

**Delaware Health Care Commission
Community Healthcare Access Program (CHAP)-
Program Management**

FOR

**Delaware Health Care Commission
410 Federal Street, Suite 7
Margaret O'Neill Building
Dover, DE 19901**

Deposit
Performance Bond

Waived
Waived

**Date Due: Monday, May 10, 2010
11:15 A.M. LOCAL TIME**

REQUEST FOR PROPOSAL PSC#HSS-11-003

Bids for “**CHAP PROGRAM MANAGEMENT**” for the Delaware Health Care Commission, will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, Second Floor, Room #257, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:15 a.m. local time on Monday, May 10, 2010**. At which time the proposals will be opened and read.

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

NOTE TO VENDORS: Your proposal must include the forms in Appendices A, B ,C and D signed and all information on the forms complete.

Serious bidders may receive the following attachments by contacting the Delaware Health Care Commission (see contact information on page 5):

- Delaware Code Annotated, Title 16, Chapter 99, Delaware Health Care Commission
- Delaware Health Care Commission Annual Report and Strategic Plan, 2010
- Community Healthcare Access Program (CHAP) Annual Reports

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."

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 the request.

If you do not intend to submit a bid you are asked 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 RFP NUMBER (**PSC#HSS-11-003**) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

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.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Delaware Health Care Commission (DHCC), 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 DHCC 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 DHCC 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.

**REQUEST FOR PROPOSAL
FOR
PSC#HSS-11-003
COMMUNITY HEALTHCARE ACCESS PROGRAM (CHAP)
PROGRAM MANAGEMENT
FOR
DELAWARE HEALTH CARE COMMISSION**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of CHAP Health Home/Provider Network Services. The contract for professional services will commence immediately and continue throughout State Fiscal Year 2011, contingent upon the availability of funds and successful delivery of services, at which time the contract may be extended for an additional year.

Pre-Bid Meeting

A pre-bid meeting will NOT be required.

Further Information

Inquiries regarding this RFP should be addressed to:

**Paula Roy, Executive Director
Delaware Health Care Commission
Margaret O'Neill Building, Third Floor
410 Federal Street, Suite 7
Dover, DE 19901
Telephone: (302) 739-2730
Fax: (302) 739-6927
E-mail Address: paula.roy@state.de.us**

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Delaware Health Care Commission staff, except those specified in this RFP, regarding this procurement. Contact between contractors and the Delaware Health Care Commission is

restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by **Monday, April 26, 2010**. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

**REQUEST FOR PROPOSAL
FOR
PSC#HSS-11-003
COMMUNITY HEALTHCARE ACCESS PROGRAM (CHAP)
PROGRAM MANAGEMENT
FOR
DELAWARE HEALTH CARE COMMISSION**

I. INTRODUCTION

The Delaware Health Care Commission has been overseeing its “Uninsured Action Plan” (UAP) since 2000. The UAP has two components: planning and policy direction, and direct service delivery initiatives. These two components of the UAP originally were made possible through the receipt of federal funds through two separate grant programs each under the jurisdiction of the U.S. Department of Health and Human Services Health Services and Resources Administration (HRSA). One of those grants, the one that formed the CHAP, officially ended in 2003 after having received the maximum of 3 years of funding support. It was called the Community Access Program (CAP) grant.

In addition to the original CAP grant award, the Commission was the recipient of a series of State Planning Grants also awarded by the U.S. Health Resources and Services Administration (HRSA). These funds are no longer available, but the Commission has continued planning activities, some of which have assumed the delivery of services through the CHAP delivery network.

As the arm of the UAP that addresses direct service delivery initiatives, CHAP has created an infrastructure of medical health homes for eligible low income uninsured people (incomes not to exceed 200% of the federal poverty level and ineligible for public insurance). Patients are screened using a uniform financial screening and “enrolled” in a unique enrollment system. Enrolled patients receive identification cards, assignment to a medical home, access to a free or low cost network of statewide private specialty services, allied health services, and access to discounted diagnostic lab and radiology services. Most recent University of Delaware numbers suggest that there are some 20,202 statewide residents who fit this income eligibility criteria. The outreach component of CHAP had been deliberately postponed until enrollment volumes were experienced and the adequacy of the provider network was demonstrated. The primary network of “health homes” on which CHAP has relied are all four of Delaware’s federally funded health center programs, a standalone community health center, and a network of volunteer physicians coordinated and managed by the Medical Society of Delaware called the Voluntary Initiative Program or VIP. The Medical Society’s volunteer physician

roster includes primary care, specialty care, hospital sponsored ambulatory care sites, and other allied health services.

The HCAIC originally recommended that patient advocates (care coordinators) be located at key sites throughout the state in order to find, assist, and serve enrolled patients. Sites were selected based upon their potential for contact with uninsured individuals. Participating sites identified uninsured patients, assisted and guided them through the complete public health insurance application process, facilitated their linkage to primary health homes and other health resources, provided education about the importance of primary care, sought follow-up to assure compliance with recommended linkages, and maintained detailed records describing these interactions and their outcomes. To facilitate these statewide care coordination activities, the CHAP continues to provide a dedicated Delaware Health and Social Services eligibility worker to expedite public insurance application processing.

In late FY06, CHAP enrollees began a process of completing comprehensive health risk assessments at time of enrollment and some CHAP enrollees are subsequently targeted with more focused health education and care management services due to their risk factors. It has become clear that what historically has been termed "care coordination", particularly for higher-risk patients, involves a team approach to assessing, treating, assisting and medically managing CHAP enrollees.

The CHAP program is also a participant in a Robert Wood Johnson funded initiative called "Covering Kids and Families," in which the Medical Society of Delaware is the lead agency. The Covering Kids and Families program's focus is on outreach and enrollment in Medicaid and the Children's Health Insurance Program (CHIP). According to the Delaware Health Care Commission 2010 Annual Report, nearly 28 percent of the uninsured population – approximately 28,017 people – are eligible for existing public coverage but are not enrolled. Most recently, Astra-Zeneca pharmaceuticals has launched Healthy Delawareans Today and Tomorrow, which also focuses on outreach to the eligible but unenrolled. Through Healthy Delawareans Today and Tomorrow many CHAP and Covering Kids and Families activities are coordinated. Furthermore, Astra-Zeneca has provided additional outreach resources through the national non-profit Health Leadership Council's Health Access America campaign. In view of the complementary goals of CHAP, Covering Kids and Families, and Healthy Delawareans Today and Tomorrow, project management activities must include assuring smooth, seamless coordination and collaboration among the three programs.

The current environment suggests that health care reform at some level may occur at the federal government level. As such, CHAP will need to revisit its

structure and determine how or if program changes are warranted in response to any federal efforts. The selected vendor will be expected to possess thorough knowledge of the current health care system environment in serving the uninsured and sufficient knowledge to assist the Commission in any re-assessment activities. This includes, but may not be limited to, public programs, functions of the health care safety net and the ability to assist with analysis of how the current system, including CHAP, could function and improve.

The Delaware Health Care Commission has been committed to assuring access to appropriate health care through the CHAP program and through other complementary activities that strengthen and support the state's health care safety net.

BRIEF DESCRIPTION OF PROGRAM

The DE Community Healthcare Access Program (CHAP) is a statewide, tobacco settlement-supported program that completes patient case finding, eligibility and enrollment, service linkage and resource referral, and provides volunteer and low-cost direct medical services for enrolled low-income, uninsured individuals. The activities of the program focus on streamlining and expediting screening for public health insurance benefits and other State-sponsored, income-based programs, link uninsured individuals to low-cost/no-cost medical health homes, and to link them to needed low-cost/no-cost subspecialty, ancillary, and allied health resources. The program is evaluated annually for its impact on individual health status (as a result of patient's accessibility to a regular source of primary medical care), and its overall ability to reduce inappropriate health resource utilization. The goals of the CHAP are to:

- link uninsured individuals with public insurance products
- link uninsured individuals to a low-cost medical health home (a regular source of primary medical care)
- improve access to and appropriate utilization of health resources across the continuum of care, and;
- ultimately improve individual health status.

The Delaware Health Care Commission (DHCC) is the entity responsible for the management of the CHAP. The Commission has assembled a special committee, the Health Care Access Improvement Coalition (HCAIC), to coordinate and promote this program. The Coalition is comprised of approximately 50 individuals representing statewide providers of care to uninsured populations and other health related organizations.

The Delaware Health Care Commission oversees program management and operations through a CHAP Oversight Workgroup, which monitors activities,

oversees bidding and vendor management and makes program recommendations to the Commission.

II. SCOPE OF SERVICES

A. Proposals

Proposals must respond to each and every requirement specified in Item IV in order to be considered responsive. Firms submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted at the discretion of the Delaware Health Care Commission after submissions of proposals and prior to award of contract for the purpose of obtaining the best and final offers. Negotiation may be conducted with responsible firms or individuals whose proposals are found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed and will not be available to competing firms during the negotiation process.

B. Scope of Work

Project management activities will, at a minimum, include:

- 1) Provide overall day to day management of all aspects of the CHAP program.
 - a) Assure smooth interaction of contractors within the CHAP network.
 - b) Monitor and manage implementation of CHAP activities under contracts.
 - c) Draft and prepare Requests for Proposals.
 - d) Prepare budgets, and assist commission staff as necessary in budget implementation.
- 2) Provide policy input to the Delaware Health Care Commission on all aspects of CHAP and related activities, including the effectiveness of the CHAP program and making recommendations for program changes that allow CHAP to more effectively and efficiently meet its goals.
- 3) Plan and coordinate meetings as necessary to further the goals of CHAP, including of the Health Care Access Improvement Coalition and various other individual or groups of partners, contractors or committees in the CHAP program and assure implementation of follow-up activities.
- 4) Manage and oversee smooth collaboration and coordination of activities between CHAP and the Medical Society of Delaware led "Covering Kids and Families" initiative, funded by the Robert Wood Johnson Foundation.

- 5) Manage and oversee smooth collaboration and coordination of activities between CHAP and the Astra-Zeneca Healthy Delawareans Today and Tomorrow campaign.
- 6) Assist the Delaware Health Care Commission identifying methods to improve access to appropriate health care through the CHAP program, modifications of the program, or other strategies.
- 7) Assist the Delaware Health Care Commission in coordinating between the CHAP program and the Commission's policy oriented State Planning Program, or other aspects of its Uninsured Action Plan to assure consistency of policy goals and identifying new opportunities for the Commission to meet its mission.
- 8) Participate and plan meetings with the CHAP Oversight Workgroup.
- 9) Provide on-going communication among CHAP parties and to the Delaware Health Care Commission.
- 10) Communication and planning with the Division of Public Health's Screening for Life (SFL) Program and the Delaware Health Care Commission to develop a combined technological business process of client eligibility determination, program enrollment, database management, and customer service.

C. Project Goals

1. Oversee the continued growth and development of the CHAP as an integral component of Delaware's safety net.
2. Strengthen the health care infrastructure of services for uninsured and underinsured Delawareans.
3. Oversee programming initiatives within CHAP that seek to improve the health status of Delawareans who are at risk of chronic disease, disproportionately affected by health disparities, and that generally promote health prevention.

III. SPECIAL TERMS AND CONDITIONS

A. Nature of Contract/Length of Contract

The Delaware Health Care Commission is seeking proposals for day to day program management services for the CHAP. The contract is for professional consulting and project management services with an independent contractor. It is anticipated that the contract will be

executed on or about July 1, 2010, and services under the contract will continue until June 30, 2011. It may be extended for one additional year. The Delaware Health Care Commission will make a final determination on the contract period, and specific terms of the contract and services rendered under the contract, during negotiations with the intended contractor/consultant.

B. Subcontractors

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

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

The proposed subcontractors must be approved by the Delaware Health Care Commission.

C. Fixed Contract Amount

Funding for this project will be determined. Prices will remain firm for the period of the contract.

D. Funding Disclaimer Clause

The award of the contract is contingent upon funding approved by the Delaware General Assembly.

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

E. Reserved Rights

The contract will be awarded to the firms that best meets the requirements of the Commission as outlined in this Request for Proposals. Information regarding proposals that exceed requirements specified may be considered in the overall evaluation.

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

- Reject any and all proposals received in response to this RFP in whole or in part;
- Make partial awards by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware and the Delaware Health Care Commission;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

F. Termination Conditions

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

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

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

G. Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

H. Payment:

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

I. W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827. This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not required to be done as part of the submission of the bidder's proposal.

J. Notification of Acceptance

All bidders will be informed of the Commission's decision in writing.

K. Hold Harmless

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidders' performance, or failure to perform as specified in the negotiated contract.

IV. FORMAT AND CONTENT OF RESPONSE

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

A. Bidder's Signature Form

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

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: Monday, May 10, 2010 at 2:00p.m.**).

C. Table of Contents

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

D. Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Resumes; 3) Organization Charts.

E. Qualifications and Experience

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

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

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

F. Bidder References

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

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

G. Proposed Methodology and Work Plan

Proposals

Proposals must respond to each and every requirement specified in this section in order to be considered responsive. Firms submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted at the discretion of the Delaware Health Care Commission after submissions of proposals and prior to award of contract for the purpose of obtaining the best and final offers.

Negotiation may be conducted with responsible firms or individuals whose proposals are found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed and will not be available to competing firms during the negotiation process.

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H. Statements of Compliance

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

I. Standard Contract

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

V. BUDGET

Detailed budgets should delineate total project costs and narrative explanations of costs. If in-kind contributions are a component of this work, they should be reflected in the total budget in order that the DHCC can adequately describe the full scope of your work in helping make the CHAP successful.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. 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 formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

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.

Bidders will no longer be required to make hard copies.

The responses to this RFP shall be submitted to:

BRUCE KRUG
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North duPont Highway
New Castle, DE 19720

B. Closing Date

All responses must be received no later than **Monday, May 10, 2010 at 11:15 a.m.** Later submission will be cause for disqualification.

C. Notification of Acceptance

Notification of the Delaware Health Care Commission's intent to enter into contract negotiations will be made in writing to all bidders.

D. Questions

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed or emailed to:

Paula Roy, Executive Director
Delaware Health Care Commission
Margaret O'Neill Building, Third Floor
410 Federal Street, Suite 7
Dover, DE 19901
Telephone: (302) 739-2730
Fax: (302) 739-6927
E-mail Address: paula.roy@state.de.us

Deadline for submission of all questions is **Monday, April 26, 2010**. Written responses will be faxed or emailed to bidders no later than **Monday, May 3, 2010**. Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

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

F. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information was on the CD marked confidential.

G. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

H. Investigation of Bidder's Qualifications

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

I. RFP and Final Contract

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

J. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The

contents of the successful proposal will be included by reference in the resulting contract.

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

K. Cost of Proposal Preparation

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

L. Proposed Timetable

The Delaware Health Care Commission's proposed schedule for reviewing proposals is indicated below. The Delaware Health Care Commission, in all cases, will determine the ultimate timing of events related to this procurement.

EVENT	DATE
RFP advertisement and issuance	<u>Monday, April 12, 2010</u>
Questions must be received in writing no later than:	<u>Monday, April 26, 2010</u>
Bid Opening	<u>11:15 a.m. Monday, May 10, 2010</u>
<i>Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor, on: <u>Monday, May 10, 2010 at 2:00 p.m.</u></i>	
Selection Process (tentative)	<u>Week of May 10th</u>
Negotiations (tentative)	<u>Week of May 17th</u>
Issue Award Notices (tentative)	<u>May 21st</u>
Sign Contract(s) (tentative)	<u>Week of May 24th</u>

M. Confidentiality and Debriefing

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

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

VII. SELECTION PROCESS

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

The contractor will be selected on the basis of its response to this Request for Proposals, other information received, but at the sole discretion of the Delaware Health Care Commission. The extent to which proposals go beyond the requirements of the Request for Proposals may be considered in the overall evaluation. To the extent the Delaware Health Care Commission cannot agree on a contract with the first selected contractor, any other suitable contractor may be selected.

A. Proposal Evaluation Criteria

The contractor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 120 points is possible. The following criteria will be used to evaluate the proposals:

Category	Weight
Demonstrated experience and expertise in the subject matter	20 points
Demonstrated experience in services required in this RFP	25 points
Demonstrated ability to understand the nature and scope of program	20 points
Demonstrated ability to successfully manage the program	25 points
Background and experience	20 points
Cost of proposal	10 points
<hr/>	
Total Possible Points:	120

Upon selection of a contractor, a Delaware Health Care Commission representative will enter into negotiations with the bidder to establish a contract.

B. Project Costs and Proposed Scope of Service

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

APPENDIX A:

BIDDERS SIGNATURE FORM



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

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

APPENDIX B:
CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

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

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

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

Violations and Penalties:

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

- 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

APPENDIX C

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX D

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



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

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

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 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) 739-5561

APPENDIX E

Contract Boilerplate

PROFESSIONAL SERVICE CONTRACT

This is a professional service contract between the Delaware Health Care Commission (hereafter “Commission”), an instrumentality of the State of Delaware, and _____ (hereafter “Consultant”), a sole proprietorship [or corporation], for the completion of the _____ Project.

In consideration of the Consultant’s full performance, the Commission shall pay a total sum of \$ _____ (written dollar amount) subject to the following terms and conditions:

- 1. TERM OF CONTRACT – This agreement shall be commenced upon execution by the parties and continued until it is fully performed as set out below, but no later than _____, or unless it is otherwise terminated. The parties have the option to extend the contract for an additional year, should funding become available.**
- 2. SCOPE OF CONTRACT – The Consultant shall undertake and fully perform, in a professional, competent and timely fashion, all duties and obligations to include, without limitation, the examination, collection, analysis and presentation of all necessary information on a report that shall comprise: [etc.]**
- 3. CONTRACT PAYMENTS – The Commission, subject to the other terms of this agreement, shall pay portions of the total contract sum in the following manner:**
 - a.) FIRST PAYMENT - \$ _____ will be paid upon the execution of this agreement.**
 - b.) SECOND PAYMENT - [etc.]**
 - c.) FINAL PAYMENT –**
- 4. INDEPENDENT CONTRACTOR – The parties agree that the Consultant is an independent contractor and is not an officer, employee, agent, joint venturer or otherwise under the direction and control of the Commission or the State of Delaware. The Consultant retains all control and direction over its employees, officers and agents in performing under this agreement, except the Commission retains the right of direction, content and form of the final report.**
- 5. NO SUBCONTRACTING – The Consultant shall perform this contract with its own employees or officers and shall not agree with another to perform any portion of its duties without the written consent of the Commission.**
- 6. COMPLIANCE WITH OTHER LAWS – The Consultant warrants that it is in complete compliance with all provisions of applicable of Federal, State, and local laws,**

acts, regulations that outlaw discrimination based on age, race, color, religion, national origin, gender, handicap, and veteran status. The Consultant further warrants that it is in complete compliance with all provisions of applicable of Federal, State, and local laws, acts, regulations regarding any required permits, licenses, registration, taxes or fees.

Professional Services Contract, Page 2

- 7. COMMISSION'S SOLE PROPERTY** – The Consultant agrees that all information, in any form, or the analysis of such information that is obtained, collected, produced or compiled by it under this agreement is the sole and exclusive property of the Commission, and the Consultant shall not release nor provide such information, analysis, conclusions or documents to another without express written consent of the Commission. The Consultant agrees that this provision will survive the termination or completion of this agreement.
- 8. INDEMNIFICATION** – The Consultant agrees to fully indemnify and hold harmless, including all costs of defense and attorney's fee, the Commission and State of Delaware from and against any and all claims, suits in the law or equity, administrative proceedings, requesting or seeking damages of losses of any nature, including without limitation, injury or death to persons or property, caused by or alleged to be caused by the acts or omissions of the Consultant, its agents, officers or employees in the performance of this agreement.
- 9. TIME IS OF THE ESSENCE** – The Consultant agrees that time is of the essence and shall perform all its duties and obligations under this agreement in accordance with the direction of the Commission and as set out in the Consultant's *Proposed Timeline for Completing Cancer Report* (with adjustment to reflect the commencement date of this agreement) and as may be modified by written agreement of the parties.
- 10. NON-APPROPRIATION** – The Consultant agrees that in the event the General Assembly of the State of Delaware does not appropriate or otherwise withdraws funds from an appropriation, the Commission's or State of Delaware's obligation to pay under this agreement, if any, will cease and this agreement shall be terminated. The Commission shall pay the Consultant in accordance with this agreement to the extent it has lawful funds available.
- 11. OBLIGATION OF COMMISSION** – The Consultant agrees that the Commission's obligation to pay under the terms of this agreement are contingent on the timely performance by The Consultant of its obligations and duties. Moreover, the Consultant agrees that upon complete performance of this agreement, the maximum extent of the Commission's obligation is the total contract consideration of \$_____ and waives any and all claims for interest, costs, any other sums or any other relief.
- 12. DEFAULT** – The Consultant agrees that any failure to perform any of its obligation or duties under this agreement in a timely fashion is a material breach of the contract that allows the Commission, at its sole option, to terminate the contract without further

obligation to the Consultant, or to waive such default in writing. The Commission's waiver of a default in any instance shall not be construed to be a waiver in any other circumstances. Moreover, the Commission may commence legal proceedings for the recovery of its damages, costs and attorneys fees.

Professional Services Contract

_____ Project

Page 3

13. OPPORTUNITY TO CURE – In the event, a party to this agreement commits a default of its obligations, the other party shall provide the defaulting party with a written notice of such default and 15 business days to cure such default.

14. AMENDMENTS TO CONTRACT, REPRESENTATIONS – This agreement may only be amended by a separate writing signed by the parties. This is the only agreement between the parties and the Consultant warrants that it has not relied on any representations of the Commission or its employees. The Consultant further warrants that it has relied solely on its employees, officers and counsel regarding its offer to act as a consultant in this project and the execution of this agreement.

15. CHOICE OF LAWS – This agreement shall be interpreted under the laws of Delaware.

16. NOTICES – Any notice required under this agreement shall be in writing sent by certified U.S. Postage or by First Class U.S. Postage and by fax at the following address:

**Paula Roy, Executive Director
Delaware Health Care Commission
Margaret O'Neill Building
410 Federal Street, Suite 7
Dover, DE 19901
Telephone: (302) 739-2730 Fax: (302) 739-6927**

Add Consultant's address

Professional Services Contract

_____Project

Page 4

17. AUTHORITY TO EXECUTE – The Consultant hereby warrants that the individual (s) whose signature appears below has the full authority to execute contracts on its behalf, and that such signature is genuine and correct.

IN WITNESS TO OUR INTENT TO BE BOUND WE SET OUR HANDS AND AFFIX OUR SIGNATURES:

[name of consultant]:

This ____ Day of _____, 2009

By _____
(Signature)

Title _____

Witness by _____

DELAWARE HEALTH CARE COMMISSION:

This _____ Day of _____, 2009

By _____
John C. Carney, Jr., Chairman

Approved as to form by _____
Paula K. Roy, Executive Director