



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**DPH CONTRACT # [REDACTED]
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]**

This Professional Services Agreement ("Agreement") is entered into as of July 1, 2017 (Effective Date) and will end on June 30, 2022, by and between the State of Delaware, Department of Health and Social Services, Division of Public Health, ("Delaware"), and [REDACTED] (the "Vendor"), [REDACTED]
[REDACTED]

WHEREAS, Delaware desires to obtain certain services to assist in addressing medical and/or mental health needs and identifying risk factors of enrolled adolescents utilizing the wellness center at [REDACTED] Middle and Senior High Schools as well as provide health education to this population.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Division of Public Health Requirements, attached hereto as Appendix A; (c) Appendix B, Service and Budget Description, attached hereto as Appendix B; (d) Delaware's request for proposals, attached hereto as Appendix C; and (e) Vendor's response to the request for proposals, attached hereto as Appendix D; (f) Fiscal Reporting attached hereto as Appendix E; (g) Data Reporting Guidelines, attached hereto as Appendix F; (h) General Reporting Guidelines, attached hereto as Appendix G; and (i) Medical Sponsor Templates, attached hereto as Appendix H. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from July 1, 2017 through June 30, 2022.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix G, General Reporting Guidelines. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix E.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix G, General Reporting Guidelines will not exceed the fixed fee amount of [REDACTED]. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number [REDACTED] on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30)

days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the rate of no more than 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.

- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.10. Invoices shall be submitted to:

The Division of Public Health (Thowana Weeks)
417 Federal Street
Dover, DE 19901

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product

that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
---------	------	-------	--------------------------

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A project schedule is included in Appendix G.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix E.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
 - a. Copies of reports, surveys, records, and other pertinent documents;
 - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
 - a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or

- e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or

pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Vendor or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

13.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

13.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor

shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

14. Termination.

14.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

14.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

14.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a

contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

- b. In the event this Agreement is terminated as provided in 14.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 14.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. Assignment; Subcontracts.

16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

20. Complete Agreement.

20.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

20.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

21. Miscellaneous Provisions.

21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement

shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Division of Public Health
417 Federal Street
Dover, DE 19901**

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

To Delaware at:

Division of Public Health
417 Federal Street
Dover, DE 19901
Attn: Support Services Section

To the Vendor at:



Remainder of this page intentionally left blank.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

For the Vendor:

Signature

Date

Witness

For the State of Delaware, Department of
Health and Social Services:

Kara Odom Walker, MD, MPH, MSHS
Cabinet Secretary

Date

Witness

For the Division of Public Health:

Karyl T. Rattay, MD, MS
Director

Date

Witness

APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

Sanctions

1. In the event that Contractor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware may suspend the scheduled payments.
2. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

Other Requirements

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

6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.
7. *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.
8. 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.
9. In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.
10. If the amount of this contract listed in Paragraph 2.3 is over \$25,000, the Contractor, by their signature on this contract, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this Contract, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.
11. 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.
12. Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree 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, status as a person in a marriage versus a person in a civil union, veteran's status, or any other unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch.58.

13. The Vendor agrees to adhere to the requirements of DHSS Policy Memorandum # 70, (effective 7/18/2015), and divisional procedures regarding the concept of an inclusive workplace which is accepting of diverse populations in our workforce and actively practices acceptance of diverse populations within our community, through our programs and services we provide to our clients. 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 Vendor's procedures must include the position(s) responsible for the PM70 process in the vendor's organization. Documentation of staff training on PM70 must be maintained by the Contractor.
14. **SCHA-MI software will be provided by the DPH while the licensing will come from SCHA-MI at a cost of \$1800 per user per year unless otherwise specified. The centralized database through SCHA-MI is contracted through 2019. Licensing fees are the responsibility of the sponsors and should be continued until DPH approves the medical sponsor's workplan template for transitioning from the SCHA-MI database to the medical sponsor's EHR and method of transport in providing data as agreed to and outlined in DPH's data template. Data systems used for transport will require technical and content testing for messaging before they are implemented and approved by DPH.**
15. The Medical Sponsor is required to send record-level data on a monthly basis.
16. **School-Based Health Centers that are approved for reproductive health services are required by Office of Population Affairs (OPA) to submit quarterly FPAR tables 1, 7 and 8. (on or before the following dates: April 8th, July 8th, and October 8th) FPAR tables 1-14 must be submitted on or before January 8th of each year to Title X Family Planning program at dhss_dph_titlex@state.de.us.**
17. **School-Based Health Centers that are approved for reproductive health services and offer LARC devices (Nexplanon) are required to submit quarterly (on or before April 8th, on or before July 8th, on or before October 8th and on or before January 8th) the following information:**
- Patient Number**
Date
Age
Gender
Type of LARC Insertion
Type of LARC Removal

Remainder of this page intentionally left blank.

APPENDIX B
SERVICE AND BUDGET DESCRIPTION

1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

E.I. No.: 51-0064318

2. Division: Public Health
3. Service: Provide for the implementation and operation of school-based health care services for [REDACTED] Middle and Senior High Schools for the Division of Public Health, Delaware Health and Social Services. The primary purpose for this funding is to promote preventive health care. This can be accomplished through health promotion, the delivery of medical and mental health services, health education and information and referral beyond the services provided by the SBHC staff. The services are intended to enhance positive health outcomes for adolescents.
4. Total Payment shall not exceed [REDACTED].
5. Payment(s) will be made upon presentation of invoice(s) monthly with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See Paragraph 2.4 of the contract)
6. Source of Contract Funding:
- _____ Federal Funds (CFDA# _____)
_____☒_____ State Funds
_____ Other Funds
_____ Combination of Funds

APPENDIX C

RFP HSS 16 008 Included by Reference

APPENDIX D

Vendors Response to RFP HSS 16 008 Included by Reference

APPENDIX E

MONTHLY FISCAL FORMS

1. The form(s) within this tab are provided to the vendor as a guide and is not considered a document template.
2. Vendors are required to provide as a minimum, the information illustrated on the attached forms.

E 1 (MONTHLY BUDGET SAMPLE SUBMISSION FORM)

ORGANIZATON NAME
ADDRESS, VENDOR FEDERAL E.I

DATE:

School-Based Health Center Invoice #

EXPENSES FOR: Month and Year

	SBHC Name	SBHC Name	SBHC Name	SBHC Name	SBHC Name	Total
Prior YTD	\$	\$	\$	\$	\$	\$
Salaries						
Benefits						
Contractual						
Travel						
Supplies						
Other Expenses						
Staff Development						
Indirect Cost						
Mgmt & General						
Other Expenses						
Total Expenses - Month/ Year	\$	\$	\$	\$	\$	\$
Balance Due						
Current YTD	\$	\$	\$	\$	\$	\$

E 2

BUDGET AMENDMENT INSTRUCTIONS AND SAMPLE FORMS

1. Place on vendor letterhead.
2. The vendor must submit a letter giving an overview of the reason(s) why the requested budget changes are needed and briefly explain what the funds will be used for.
3. Attach to the letter, the Budget Amendment Form.
4. Budget Amendment Form must be on vendor letterhead.
5. The Budget Amendment # should follow a sequence of ascension, ie, Amendment # 1 and if needed Amendment # 2, etc.
6. All budget amendments should be completed on or before May 7th of the current fiscal year.

E3 (BUDGET AMENDMENT FORM)

School-Based Health Center Sample Budget Amendment Form

PLACE ON VENDOR LETTERHEAD

Contract # _____ P.O. _____

Budget Amendment # _____ Date: _____

1. Medical sponsors are required to provide a full justification for this amendment.

Revised	Current	Requested	
2.	<u>School*</u>	<u>Budget</u>	<u>Changes</u>
<u>Budget</u>			
Salaries			
Fringe Benefits			
Contractual Services			
Supplies & Material			
Capital Outlay			
Etc.			
Totals	\$	\$	\$

Signature

*If more than one school, you may list each school under each category or complete a separate sheet for each school.

Budget Amendments can be submitted as needed. However, the deadline for submitting a final budget amendment is on or before April 15th.

E 4
REVENUE REPORTING FORM

	FY__ YTD	FY__ YTD	FY__ YTD	FY__ YTD
	Pvt Insurance	Medicaid	MCOs	Total
Caesar Rodney				0.00
Dover				0.00
Lake Forest				0.00
Milford				0.00
Polytech				0.00
Smyrna				0.00
Woodbridge				0.00
				0.00
Total	0.00	0.00	0.00	0.00

APPENDIX F

Reporting Parameter Guidelines ICD-10

Name of measure	How it is captured in the system for reporting
Total School Enrollment	Provided by each site.
Number of students registered, <i>beginning July1</i>	Pulled based on the CREATE DATE, which is the date the student was entered in the system (Patient Administration). Only those “active” students in grades 6-12 will be included in this report. Graduates and Withdraws will not be included.
Number of new students registered during the reporting period	Pulled the same as the report above, with the addition of a date parameter to reflect the desired reporting period.
Number of new patients (1st visit to clinic, ever)	Pulled by FIRST VISIT DATE in the system.
Number of unduplicated patients to date	Cumulative total of (distinct) unduplicated patients.
Health Supervision	
Physical Exam (Well Child)	Z00.121 with abnormal findings; Z00.129 without abnormal findings; Z00.00 (Adult) without abnormal findings; Z00.01 (Adult) with abnormal findings
Sports Physical	Z02.5 Encounter for examination for participation in sport
Administrative Physical (ex. ROTC, Pre-Employment)	Z02.1 pre-employment; Z02.0 admission to educational institution; Z02.3 recruitment to armed forces; Z02.89 other administrative examinations
Immunizations	Z23
Nutritional Counseling	Z71.3
Other Counseling	Z71.6 (tobacco); Z71.89 (exercise); Z71.41 (alcohol abuse counseling and surveillance of alcohol); Z71.51 drug abuse counseling and surveillance of drug abuser; Z71.89 (injury prevention); Z71.7 (HIV); Z71.89 (STD); Z70* sexual attitude, behavior and orientation
Contraceptive Management and Surveillance	Z30.09 encounter for other general counseling and advice on contraception; Z30.41 encounter for repeat prescription for contraceptive pills; Z30.42 encounter for surveillance of injectable contraceptive; Z30.8 other contraceptive management; Z30.017 encounter for initial prescription of implantable subdermal contraceptive; Z30.46 surveillance of that contraceptive
Initiation of Contraceptive Management	Z30.011 encounter for initial prescription of contraceptive pills; Z30.013 encounter for initial prescription of injectable contraceptive
Pregnancy (and Related)	
Pregnancy Test	**81025
Positive Pregnancy	Z32.01
Behavioral Health	
Emotional (Mental Health)	Pulled based on provider specialty.
Alcohol Abuse	F10.10

Alcohol Dependence	F10.20
Substance Abuse	F12.10 Cannabis; F11.10 Opioid; F13.90 Sedative, hypnotic, or anxiolytic; F18.10 Inhalant; F55.8 Other nonpsychoactive substances
Substance Dependence	F11.20 Opioid; F12.20 Cannabis; F17.200 Nicotine
Tobacco Use	Z72.0
Suicide Ideation	RA45.851
Depression Screening	ICD-9: v79.0 ICD10: Z13.89, CPT = 3725F; G8431 (positive screen) G8510 (negative screen)
STD Screening	
STD screenings (and other)	Z11.3
Positive STD tests (results)	A54.00 Gono infection lower GI tract; A54.09 Other gono infection lower GI tract; A54.1 Gono infection with periurethral and accessory gland abscess; A56.01 Chlamydial cystitis and urethritis; A56.09 Other chlamydial infection lower GI tract; A59.01 Trichomonal vulvovaginitis; A59.03 Trichomonal cystitis and urethritis; A60.00 Herpesviral infection of urogenital system; A60.02 Herpesviral infection other male genital organs; A60.04 Herpesviral vulvovaginitis
Risk Assessments	**99420; 96127
Bullying	Z60.4 Social Exclusion or Rejection
	Z55.4 Educational maladjustment and discord with teachers and classmates
BMI Assessment	BMI screening: Z68.51 = >5th percentile (underweight) Z68.52 = 5th – 85th percentile (normal weight) Z68.53 = 85th – 95th percentile (overweight) Z68.54 = ≥95 percentile (obese)
	Use this code to indicate a student who is doing the bullying.
Legend: **procedure code	
An important reminder: When enrolled 6th graders advance to the 7th grade, a new consent form is required. An additional field has been added to the Additional Patient Data tab, in the Patient Administration module. Please use this field, going forward, to capture updated consent forms.	

Revised 11.3.16

Claim_	Claim_Date	Transfer_Date (If Applicable)	Create_Date	Chart_Number _Location	Student ID__Number	Medical Record #	Patient_Grade	Patient_Name	Patient_Gender
143409	01JUL2015				23002				M
143412	07JUL2015				39047				F
143413	08JUL2015				34698				F
143414	08JUL2015				43564				F
143415	08JUL2015				11801				F
143416	08JUL2015				22858				F
143417	08JUL2015				31857				M
143418	08JUL2015				6980				M
143419	14JUL2015				29492				M
143420	14JUL2015				14797				F

(page 1 of 7)

Patient_Birth_Date	Patient_Race	Patient_Ethnicity	Primary_Insurance_Financial_Clas	Primary_Insurance_Name
25-Aug-98	BLACK OR AFRICAN AMERICAN	NOT HISPANIC/LATINO	MEDICAID	UNITEDHEALTHCARE COMMUNITY PLAN
13-Sep-99	WHITE	HISPANIC/LATINO	MEDICAID	HEALTH OPTIONS
16-Dec-05	WHITE	UNREPORTED/REFUSED TO REPORT	BLUE CROSS BLUE SHIELD	BCBS OF MARYLAND
13-Sep-00	WHITE	UNREPORTED/REFUSED TO REPORT	COMMERCIAL	COVENTRY HEALTH CARE
17-Jul-06	WHITE	NOT HISPANIC/LATINO	BLUE CROSS BLUE SHIELD	BCBS OF MARYLAND
19-Nov-02	WHITE	NOT HISPANIC/LATINO	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD OF DE
30-Mar-99	BLACK OR AFRICAN AMERICAN	NOT HISPANIC/LATINO	MEDICAID	HEALTH OPTIONS
20-Jul-08	WHITE	UNREPORTED/REFUSED TO REPORT	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD OF DE
12-Feb-05	WHITE	UNREPORTED/REFUSED TO REPORT	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD OF DE
13-Apr-02	WHITE	UNREPORTED/REFUSED TO REPORT	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD OF DE

(page 2 of 7)

Visit_Exam_Provider_Name	Exam_Provider_Name_Suffix	Office_Name	Financial_Group	CPT_Code	Diag_ICD10_Code
	PA	SUSSEX CENTRAL SBHC	BEEBE PHYSICIAN NETWORK INC		
	RD	SUSSEX CENTRAL SBHC	BEEBE PHYSICIAN NETWORK INC		
	NP	DELMAR WELLNESS CENTER	NANTICOKE WELLNESS CENTERS		
	NP	DELMAR WELLNESS CENTER	NANTICOKE WELLNESS CENTERS		
	NP	DELMAR WELLNESS CENTER	NANTICOKE WELLNESS CENTERS		
	NP	DELMAR WELLNESS CENTER	NANTICOKE WELLNESS CENTERS		
	PA	SUSSEX CENTRAL SBHC	BEEBE PHYSICIAN NETWORK INC		
	NP	DELMAR WELLNESS CENTER	NANTICOKE WELLNESS CENTERS		
	NP	DELMAR WELLNESS CENTER	NANTICOKE WELLNESS CENTERS		
	LCSW	DELMAR WELLNESS CENTER	NANTICOKE WELLNESS CENTERS		V85.52

(page 3 of 7)

Diag__ICD10__Description	diag1	diag2	diag3	diag4	diag5
OTHER GENERAL MEDICAL EXAMINATION FOR ADMINISTRATIVE PURPOSES	V68.89	V70.3	V70.3	V70.3	.
OTHER GENERAL MEDICAL EXAMINATION FOR ADMINISTRATIVE PURPOSES	V70.3	V70.3	V70.3	.	.
BODY MASS INDEX PEDIATRIC 5TH PERCENTILE TO LESS THAN 85TH PERCENTILE FOR AGE	V70.3	V85.52	V85.52	V85.52	.
BODY MASS INDEX PEDIATRIC 5TH PERCENTILE TO LESS THAN 85TH PERCENTILE FOR AGE	V70.3	V85.52	V85.52	V85.52	.
BODY MASS INDEX PEDIATRIC 5TH PERCENTILE TO LESS THAN 85TH PERCENTILE FOR AGE	V70.3	V85.52	V85.52	V85.52	.
BODY MASS INDEX PEDIATRIC 5TH PERCENTILE TO LESS THAN 85TH PERCENTILE FOR AGE	V70.3	V85.52	V85.52	V85.52	.
OTHER GENERAL MEDICAL EXAMINATION FOR ADMINISTRATIVE PURPOSES	V70.3	V70.3	V70.3	.	.
BODY MASS INDEX PEDIATRIC 5TH PERCENTILE TO LESS THAN 85TH PERCENTILE FOR AGE	477.9	493	V70.3	V85.52	.
BODY MASS INDEX PEDIATRIC 85TH PERCENTILE TO LESS THAN 95TH PERCENTILE FOR AGE	V70.3	V85.53	V85.53	V85.53	.
BODY MASS INDEX PEDIATRIC 5TH PERCENTILE TO LESS THAN 85TH PERCENTILE FOR AGE	V70.3	V85.52	V85.52	V85.52	.

(page 4 of 7)

diag 6	diag 7	diag 8	diag 9	diag1 0	diag1 1	proce 1	proce 2	proce 3	proce 4	proce 5	proce 6	proce 7	proce 8	proce 9	proce1 0	proce1 1
.	99394	99420			.	.	.	.	.	.	.
.	99394	99420			.	.	.	.	.	.	.
.	99173	99213			.	.	.	.	.	.	.
.	99173	99213			.	.	.	.	.	.	.
.	99173	99213			.	.	.	.	.	.	.
.	99173	99213			.	.	.	.	.	.	.
.	99394	99213			.	.	.	.	.	.	.
.	99173	99203			.	.	.	.	.	.	.
.	99173	99203			.	.	.	.	.	.	.
.	99173	99203			.	.	.	.	.	.	.

(page 5 of 7)

Track_Codes1	Track_Codes2	Track_Codes3	Track_Codes4	Track_Codes5	Track_Codes6	Track_Codes7	Track_Codes8	Track_Codes9	Track_Codes10	Track_Codes11	Track_Codes12	Track_Codes13	Track_Codes14
TR100	TRRES	TR111	TR100	TRRES	TR111	TR100	TRRES	TR111	TR102	TRSMH	TR113	TR104	TRMED
TR101	TRNUR	TR112	TR101	TRNUR	TR101	TR101	TR112	TR101	TRNUR	TR101	TR101		
TR102	TRSMH	TR113	TR102	TRSMH	TR102	TR102							
TR103	TREMH	TR114	TR103	TREMH	TR103	TR103							
TR104	TRMED	TR115	TR104	TRMED									
	TRCPG		TR105										
	TRNPC		TR106										
	TRCBO												

(page 6 of 7)

Track_Codes15	Track_Codes16	Track_Codes17	Track_Codes18
TR115	TRCPG	TREMH	TR114
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

(page 7 of 7)

Table 1				Table 2				
Age Group	Female	Male	Total	Race	Hispanic or Latino	Not Hispanic or Latino	Unknown/ Not reported	Total Female Users
Under 15	#REF!	#REF!	#REF!	American Indian or Alaskan Native	#REF!	#REF!	#REF!	#REF!
15-17	#REF!	#REF!	#REF!	Asian	#REF!	#REF!	#REF!	#REF!
18-19	#REF!	#REF!	#REF!	Black or African American	#REF!	#REF!	#REF!	#REF!
20-24	#REF!	#REF!	#REF!	Native Hawaiian or other Pacific Islander	#REF!	#REF!	#REF!	#REF!
				White				
25-29	#REF!	#REF!	#REF!		#REF!	#REF!	#REF!	#REF!
30-34	#REF!	#REF!	#REF!	More than one race	#REF!	#REF!	#REF!	#REF!
35-39	#REF!	#REF!	#REF!	Unknown/not reported	#REF!	#REF!	#REF!	#REF!
40-44	#REF!	#REF!	#REF!	Total Female	#REF!	#REF!	#REF!	#REF!
Over 44	#REF!	#REF!	#REF!					
Total	#REF!	#REF!	#REF!					

(page 1 of 8)

Table 3	Males			
Race	Hispanic or Latino	Not Hispanic or Latino	Unknown/ Not reported	Total Male Users
American Indian or Alaskan Native	#REF!	#REF!	#REF!	#REF!
Asian	#REF!	#REF!	#REF!	#REF!
Black or African American	#REF!	#REF!	#REF!	#REF!
Native Hawaiian or other Pacific Islander	#REF!	#REF!	#REF!	#REF!
White	#REF!	#REF!	#REF!	#REF!
More than one race	#REF!	#REF!	#REF!	#REF!
Unknown/not reported	#REF!	#REF!	#REF!	#REF!
Total Males	#REF!	#REF!	#REF!	#REF!

Gender Total
Check

#REF!

(page 2 of 8)

Table 4	
Income FPL	Users
<100%	#REF!
101-150%	#REF!
151-200%	#REF!
201-250%	#REF!
>250%	#REF!
Unknown	#REF!
Total	#REF!

Table 5		
Principle Health Insurance	Users	
Public Health Insurance	#REF!	#REF!
Private Health Insurance	#REF!	#REF!
(Optional) Coverage for all or some Family Planning		
(Optional) Coverage for no Family Planning		
(Optional) Coverage unknown for Family Planning		
Uninsured (no public or private insurance)	#REF!	#REF!
Unknown/not reported	#REF!	#REF!
Total	#REF!	#REF!

Table 6		Users
Limited English Proficiency (LEP)		#REF!
Unknown		#REF!
Known		#REF!

(page 3 of 8)

Table 7	Females	<15	15-17	18-19	20-24	25-29	30-34	35-39	40-44	>44	Total
Primary Method											
Sterilization		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
IUD		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Hormonal Implant		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
1 month hormonal injection		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
3 month hormonal injection		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Oral contraceptive		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Hormonal/contraceptive patch		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Vaginal ring		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Cervical cap/diaphragm		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Contraceptive sponge		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Female condom		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Spermicide (used alone)		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Fertility awareness method (FAM)		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Abstinence		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Other method		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Method unknown		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
NO METHOD		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	
Pregnancy or seeking pregnancy		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Other reason		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
RELY ON MALE METHOD		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	
Vasectomy		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Male condom		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

(page 4 of 8)

Table 8	Males	<15	15-17	18-19	20-24	25-29	30-34	35-39	40-44	>44	Total
Primary Method											
Vasectomy/Sterilization		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Male Condom		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Fertility awareness method (FAM)		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Abstinence		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Other method		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Method Unknown		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
No Meth/Partner pregnant or seeking pregnancy		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
No Meth/Other reason		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
RELY ON FEMALE METHOD(S)		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

(page 5 of 8)

#REF!

Tables 9,11, and 12 can be filled out manually from the data submitted FROM Lab Corp, Sharon Letts, and Cathy Mosley

Table 9	Cervical Cancer Screening Activities		Number
Unduplicated number of users who obtained a pap test			#REF!
Number of Pap tests performed			#REF!
Number of Pap tests with an ASC or higher result			#REF!
Number of Paptests with an HSIL or higher result			#REF!
Table 10	Clinical Breast Exams and Referrals		Users
Unduplicated number of users who received CBE			#REF!
Unduplicated number of users referred based on CBE			#REF!
Table 11	Unduplicated number of users tested for Chlamydia		
Age	Females	Males	
<15	#REF!		19
15-17	#REF!		#REF!
18-19	#REF!		342
20-24	#REF!		940
>25	#REF!		1864
Total	#REF!		#REF!
Table 12	Number of Gonorrhea, Syphilis and HIV Tests		
	Female	Male	Total
Gonorrhea	#REF!	#REF!	#REF!
Syphilis	#REF!	#REF!	#REF!
HIV-All confidential	#REF!	#REF!	#REF!
HIV-Positive confidential			#REF!
HIV-Anonymous tests			0

(page 6 of 8)

Table 13	Encounters by Provider Type		
	Number FTEs	Number Encounters	
Clinical Services Providers			#REF!
Physician	#REF!		
Physician assistant/NP/CNM	#REF!		
Other clinical provider (e.g. RN)	#REF!		
Non-Clinical Services Provider	#REF!		#REF!
Total Encounters			#REF!

(page 7 of 8)

Table 14 Revenue Report			
Federal Grants		Amount	
Title X			#REF!
Bureau of Primary Health Care (BPHC)			#REF!
Other federal grant (Specify:)			#REF!
Other federal grant (Specify:)			#REF!
Total Federal Grants			#REF!
Payment for Services			
Total client collections/self-pay			#REF!
Third-party payers		Prepaid	
Medicaid	\$0.00	#REF!	
Medicare	\$0.00	#REF!	
State Children's Health Insurance Prog	\$0.00	#REF!	
Other public health insurance	\$0.00	#REF!	
Private health insurance	\$0.00	#REF!	
Total Third Party Payers	\$0.00		#REF!
Total payments for services			#REF!
Other Revenue			
Title V (MCH Block Grant)	\$0.00	#REF!	
Title XX (Social Services Block Grant)	\$0.00	#REF!	
Temporary Assistance for Needy Families	\$0.00	#REF!	
Local government revenue	\$0.00	#REF!	
State government revenue	\$0.00	#REF!	
Other (Specify: Grant in Aid)	\$0.00	#REF!	
Other (Specify: Health Women/Babies)	\$0.00	#REF!	
Other (Specify: Tobacco Funds/Grant In Aid/United Way)	\$0.00	#REF!	
Total Other Revenue	\$0.00		#REF!
Total Revenue			#REF!

(page 8 of 8)

APPENDIX G

GENERAL REPORTING GUIDELINES

1. School-Based Health Centers (SBHCs) function within state and federal laws and established standards of practice, including standing orders or collaborative agreements established by the medical sponsor(s). Administrative oversight of SBHCs is provided by the Division of Public Health, Department of Health and Social Services. As such, the school-based health center and its on-site management team are accountable to the Division's quality assurance plan and regular site visit monitoring review.
2. The School-Based Health Center will be open for services on the agreed upon date as specified in the work plan.
3. Medical and nursing services at the School-Based Health Center will be provided in accordance with the accepted standards of current medical and nursing practice and in conformance with all applicable state and federal laws. The medical sponsor is responsible for ensuring all SBHC staff have current and appropriate licensure and/or certification to provide health services. Collaborative agreements or standing orders implemented at the School-Based Health Center will be consistent in content and format as those utilized by the Division of Public Health clinics or medical sponsor and signed by appropriate SBHC medical staff. The scope of services for school-based health centers shall be within the scope of practice of the providers and can include (but not limited to): sports physicals and routine examinations, acute and minor illness care, mental health counseling, nutrition education , immunizations, health and sexuality counseling, risk-factor reduction counseling, drug and alcohol abuse counseling, and general health education and any other standards that apply to the teenage population (unless otherwise prohibited by local jurisdiction). The School Board may elect to approve the following optional services: diagnosis and treatment of STDs, reproductive health and HIV testing (HIV testing may require additional staff and other medical considerations furnished by the contractor). Collaborative agreements or standing orders will be submitted to the Division of Public Health within 30 days of the clinic opening and on or before October 15th every year thereafter for the duration of this contract.
4. Information and medical records in possession of School-Based Health Clinics and their staff belong to the medical sponsor and are confidential. Disclosure of that information should be made only when appropriately authorized. Contractor must establish a medical record for every client who obtains services and provide updated information. These records must be maintained in accordance with federal and state laws and accepted medical record retentions standards. Records must be complete, legible, accurate, and safeguarded against loss or use by unauthorized persons. All records, when not in use, should be maintained in locked cabinets.

The Department, after giving reasonable notice, 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 centers. The Contractor will provide facilities for such access and inspection. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor.

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.

5. All advertising and materials produced and distributed for the School-Based Health Center Program will include the Department of Health and Social Services logo as imprinted here:



DELAWARE HEALTH AND SOCIAL SERVICES
Division of Public Health

When the DHSS logo is used on materials concerning service delivery, they must be approved by DPH prior to publication.

6. Any clinical preceptorships, including medical, social work, and nutrition interns in the School-Based Health Center must be reviewed and approved by the school administration.
7. The SBHC may have limited hours of operation during summer if deemed appropriate by the school and medical sponsor. Centers will return to full operations one week prior to the opening of the high school year (August). Hours of operation will be posted. Any change in operating hours will be reported to the Division of Public Health in writing.
8. All key staff will be in place within 30 days of the opening of the facility. The Division of Public Health must be notified in writing if all key staff cannot be in place at this time.
9. All staff must undergo a criminal background check as required by law. Results of the check must be submitted to the Division of Public Health within 30 days of completion.
10. Curricula vitae/resumes for new staff members and/or subcontractors will be forwarded to the Division of Public Health upon hiring and prior to onset of employment. The Division reserves the right to veto staff hiring decisions if the potential employee's credentials do not meet the stated minimum requirements for that job classification. In case of a vacancy, the contractor must send a School-Based Health Centers Resume Transmission Form supplied by the Division of Public Health for its review before the new staff is hired. The Division of Public Health must be notified in writing within 10 business days of critical staff vacancies and submit a written interim plan to address service delivery.
11. Staffing models will support third-party billing and DPH evaluation requirements. Each sponsor must provide written description of the following items:
 - days and specific hours of operation and staff hours for each center during the school year and during the summer if applicable;
 - detailed scope of services;
 - list any subcontractor services including days and hours of staff for the school year and for the summer if applicable;

- provide Center Coordinator oversight, direction and administration for the center;
- Center Coordinator must provide a regular presence within the center and provide posted hours;
- Administrative support sufficient to meet the administrative and data entry needs of the center operations.

There must be at least one health provider (PA, APN, LPC, LPCMH, NP, LCSW, etc.) at each site during the center's regularly scheduled hours (during the school year). *Exceptions must be approved by Public Health.*

Deviations from the above requirements must be approved by DPH.

12. The sponsor must conduct an annual satisfaction survey, using a sample of students, parents and/or school staff and report written findings to the Division of Public Health.
13. The Policy and Procedures Manual will be developed by the contractor with annual updates and forwarded to the Division of Public Health on or before October 15th of each year. This policy manual will include, but not be limited to, the appropriate policy/procedure for:
 - a) Consent for Treatment
 - b) Emergency Care
 - c) Emancipated Minor Designation
 - d) Informed Consent
 - e) Liability of School and Contractor
 - f) Financial and/or Legal Responsibility for Referral/Treatment
 - g) Policy on sponsor responsibility for communicating with parents on regarding financial liability for services
 - h) Policy on writing off bad debt related to SBHCs (including statements that no family should be sent to collections for unpaid SHBC services and services are to be provided at no cost for students who are uninsured or are unable to pay)
 - i) Standing Orders or Collaborative Agreements
 - j) Coordination/Communications with Primary Care Providers
 - k) Billing and retaining revenue procedures
 - l) Policy and procedures for the following optional services were approved:
 - 1a) sexually transmitted diseases
 - 1b) reproductive health
 - 1c) HIV testing and counseling
 - 1d) LARCs (Long-acting reversible contraceptive)

These policies and procedures will be consistent with Delaware legal code, current standards of practice and third-party billing mandates. New sites must submit the initial Policy and Procedures Manual within 60 days after the center opening.

14. School-Based Health Center staff will be required to attend operational meetings and/or delegate/provider meetings (those centers approved for reproductive health services) as deemed appropriate by DPH. **This includes all Title X family planning medical providers per site to attend 2 Title X delegate provider meetings, one held in the spring and one in the fall (attendance at these Title X meetings is mandatory).**

Those Medical Providers (Title X approved) will only be required to go to one Operational Meeting per year if applicable.

15. **School-Based Health Centers that are approved for reproductive health services are required by Office of Population Affairs (OPA) to submit quarterly FPAR tables 1, 7 and 8. (on or before the following dates: April 8th, July 8th, and October 8th) FPAR tables 1-14 must be submitted on or before January 8th of each year to Title X Family Planning program at dhss_dph_titlex@state.de.us.**
16. **School-Based Health Centers that are approved for reproductive health services and offer LARC devices (Nexplanon) are required to submit quarterly (on or before April 8th, on or before July 8th, on or before October 8th and on or before January 8th) the following information:**
 - **Patient Number**
 - **Date**
 - **Age**
 - **Gender**
 - **Type of LARC Insertion**
 - **Type of LARC Removal**
17. The sponsor's contract administrator for each School-Based Health Center will meet at least two times during the school year with the school principal and/or District Superintendent to review progress and clarify expectations. Written reports of these meetings will be submitted to the Division of Public Health within 10 days of the meeting.
18. A standardized monthly statistical report will be submitted to the Division of Public Health on or before the 25th of each month and must be submitted according to DPH instructions and include the following:
 - Visit information utilizing the ICD/ CPT codes
 - Number of Well Child visits
 - Physicals (Sports, Administrative and/or Work)
 - Immunizations by ICD-10 Code
 - Nutritional counseling
 - STD screening and number of positive tests if applicable
 - Number of HIV screens if applicable and positives if applicable
 - Pregnancy screening and number of positive tests
 - Alcohol abuse/dependence screenings
 - Substance abuse/dependence screenings
 - Tobacco use screenings
 - Suicide Ideation
 - Depression Screening
 - Bullying
 - Completed Risk Assessment
 - Initiation of contraceptive management if applicable
 - Contraceptive management and surveillance if applicable

19. Each SBHC is required to conduct at least one risk assessment on each **active** enrolled student each year. This assessment can be accomplished by utilizing an evidence-based risk assessment tool (example: Rapid Assessment for Adolescent Preventive Services – RAAPS, etc.).
In reporting the completed risk assessments, Centers should refer back to the DPH standardized monthly report form and use CPT Code 99420 to indicate that the risk assessment was completed on a monthly basis.
20. A six-month narrative progress report along with the physician sample chart reviews are due on or before the February 15th. The progress report should provide an overview on how health care services are coordinated through the center and give major operational, enrollment, visit and program updates. In addition, the narrative should describe how the center is involved with the school community including how it works with school staff and parents in providing health center services to students. The annual progress report with the above information is due on or before August 15th.
21. The School-Community Health Alliance of Michigan (SCHA-MI), the automated computer data collection system, will be used (and data reported to DPH on a monthly basis) for all data collection and statistical reporting unless another standardized, alternate database that captures the specific data elements as mandated and approved by DPH. This will include data reporting parameters, a data dictionary, student demographics including student ID number, medical record number, insurance information, etc., Title X reporting tables where appropriate and Maternal and Child Health data requirements. **SCHA-MI software will be provided by the DPH while the licensing will come from SCHA-MI at a cost of \$1800 per user per year unless otherwise specified. The centralized database through SCHA-MI is contracted through 2019. Licensing fees are the responsibility of the sponsors and should be continued until DPH approves the medical sponsor's workplan template for transitioning from the SCHA-MI database to the medical sponsor's EHR and method of transport in providing data as agreed to and outlined in DPH's data template. Data systems used for transport will require technical and content testing for messaging before they are implemented and approved by DPH.**
- 21a) In addition to automated database information, SBHC are required to manually collect and send to SCHA-MI with a copy to the Division of Public Health the total number of school enrollment as of October 1.
22. Medical vendor(s) should submit **monthly** billing information that contains as a minimum the following:
- a. The number of claims submitted during the month.
 - b. The amount of revenue generated by third- party private insurers billed during the month.
 - c. The amount of revenue generated by third-party billing from Medicaid during the month.
 - d. The amount of revenue generated by MCO third-party billing during the month if applicable.
 - e. The in-kind amount rendered on "non-billable" /confidential services, etc.

- f. Medical sponsors are also to provide DPH annually with the letter and/or e-mail indicating the established rate for services from both the Medicaid MCO's and all third party private insurer billings.
- 23. Annual budgets and program objectives must be submitted on or before May 15th for the upcoming school year. The objectives must be measureable. Budgets are based on either the initial base amount as described in the RFP or based on the most current contracted amount unless otherwise indicated in the final state operating budget.
- 24. Line item budget changes of less than 10% can occur without prior written approval from the Division of Public Health. However, line item budget changes of more than 10% must be submitted to the Division of Public Health for approval. All budget modifications must be submitted to DPH on or before May 7 of the current fiscal year for the upcoming fiscal year.
- 25. The contractor's annual audit will be made available to the Division of Public Health. The Division of Public Health will have access to financial records as requested. The Division of Public Health reserves the right to require an audit if deemed necessary.
- 26. The contractor will present a monthly invoice by site for payment to the Division of Public Health. All expenses are to be recorded by categories, i.e., salaries, fringe, supplies, etc. To assure timely reimbursement, invoices will be received on or before the 25th of each month with itemized cost of services provided in the previous month. Contract number and purchase order number must be indicated on the invoice. The invoice must be on sponsor letterhead and contain an original signature and title of the designated official authorized to submit invoices. The "heading" portion of each invoice must contain: the period covered (month), the school name, DPH's purchase order number and the DPH contract number. The invoice must include the prior year-to-date expenses, current month's expenses and current year-to-date expense. Centers cannot bill for multiple months but must submit an invoice for each month of service. Where medical sponsors are responsible for multiple sites, a separate invoice must be submitted for each site along with a combined sheet for expenses for all sites.
- 27. Final year and expenditure reports by school should be submitted to the Division of Public Health 30 days after the close of the contract period.
- 28. Any fee collected or third-party insurance payments obtained for services rendered by the on-site school health center staff will belong to the sponsor. Sponsors are responsible for negotiating covered services and payment amount with third-party payers. Sponsors must report collections information to DPH. Any revenue generated in excess of the actual vendor cost to administer the program is subject to decreases in the based funding.
- 29. Addition of any services and/or change in service mix beyond those initially Implemented at each center must be approved by the corresponding School Board and reviewed by the Division of Public Health.
- 30. All deliverables and the contractor's response to the RFP are a part of this contract and attached. Continuation of the contracts is contingent upon the submission of required reports,

goals and objectives, and budgets for each year. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors.

APPENDIX H
MEDICAL SPONSOR TEMPLATES

Name of Plan: Unmet Adolescent Health Needs- [REDACTED]

Strategies	Person(s) Responsible	Community Partnerships and Referral Sources for unmet health needs	Timeline for Tracking and Completion
<p>KIDS COUNT, 2015 data</p> <ol style="list-style-type: none"> 20% DE children have one or more emotional, behavioral or development conditions 16% DE children defined as “not in excellent or very good health” Teens in 11th grade reported substance use, average Kent & Sussex Counties as 9% cigarettes, 24% marijuana, 32% alcohol 	[REDACTED]	<ol style="list-style-type: none"> ARC, Delaware Guidance, People’s Place, Dover Behavioral Health, etc. Bayhealth PCP network, local Urgent Cares, Westside Healthcare, LaRed, Nemours, etc. Bayhealth smoking cessation classes, AlaTeen, American Lung Association, etc. 	<p>These risks are identified and referrals are made throughout the school year. Center professionals meet with active students who are graduating and/or leaving school for the summer break to discuss continuity of care to the next level of provider.</p> <p>Tracking will occur through our EPIC system and in the student medical records.</p>

4. High school students (9-12 grades) reported, average Kent & Sussex Counties, as 48% ever sexually active and 35 % sexually active in last 3 months		4. Public Health clinics for Title X services, ARC, Alliance for Adolescent Pregnancy Prevention, etc.	
---	--	--	--

<p>2. RAAPS data, [REDACTED] as identified in 2016:</p> <ul style="list-style-type: none"> • Sexual activity • Feelings of sadness, hopelessness • Serious problems or worries at home or at school • Anger issues 	<p>Center Coordinators and Mental Health Providers</p>	<p>If outside referrals are warranted, the center professionals may refer to community agencies including Public Health clinics for Title X services, DE Guidance, People's Place, Adolescent Resource Center, Alliance for Adolescent Pregnancy Prevention and Delaware Food Bank, to name a few of our partners.</p>	<p>These risks are identified and referrals are made throughout the school year. Center professionals meet with active students who are graduating and/or leaving school for the summer break to discuss continuity of care to the next level of provider, as needed.</p> <p>Tracking will occur through our EPIC system and in the student medical records.</p>
--	--	--	--

3. School identified risks	Center Coordinators and Mental Health Providers	<ul style="list-style-type: none">School staff may identify new or worsening risks during school year in their particular school and ask SBHC to assist by planning educational events or creating new group counseling opportunities	Center resources will be evaluated for possible creation of new programming. Details will be coordinated and tracked through the center and the school principal.
----------------------------	---	---	---

Name of Plan: Integration with the Wider Health Care System - [REDACTED]

Strategies	Person(s) Responsible	Community Partnerships for realizing the integration of SBHCs with the wider health care system	Timelines for Tracking and Measuring Progress
1. To ensure student has a medical home.	1. <u>Patient Accounts Specialist</u> will register student demographic information into EPIC computer system from enrollment form and enter name of PCP from completed form.	1. PCP will be provided correspondence following a sports physical, immunization or serious health condition visits with student permission. Parental involvement is also a key component here. [REDACTED] a local PCP who serves as Medical Director [REDACTED] and is able to offer other suggestions on connecting students to local providers. Within EPIC, SBHC visits are protected from view, as the centers are considered confidential, however the problem list, medications and allergies are shared with all EPIC providers in the interest of patient safety.	On-going efforts as students are registered in the system. EPIC report gives percentage of students registered with PCP. Baseline data would change each year as seniors graduate and freshmen enter.

	2. <u>Nurse Practitioner</u> will confirm PCP relationship. If no PCP, resources material will be given to student.	2. Center maintains supply of brochures/pamphlets of local PCPs accepting new patients, community providers such as Urgent Care Clinics and cards with [REDACTED] physician referral line to share with students/parents.	NPs document in EPIC the referral to an outside medical provider and are able to pull reports on numbers referred each month. We are building this feature over the next year.
2.Appropriate and ample supply of referral material	<u>Nurse Practitioner</u> <u>Mental Health provider</u>	Center maintains supply of brochures/pamphlets of local PCPs accepting new patients, community providers such as Urgent Care Clinics and cards with [REDACTED] physician referral line to share with students/parents. As appropriate, mental health providers make referrals to outside counselors for a variety of reasons.	NPs document in EPIC the referral to an outside medical provider and are able to pull reports on numbers referred each month. Same documentation as above.

<p>3. Utilizing Community Health Workers</p>	<p><u>Nurse Practitioner</u></p>	<p>Based on needs of the school and students, NP coordinates visits from ARC, Alliance for Adolescent Pregnancy Prevention, Delaware Guidance, Alateen, American Lung Association, Delaware Food Bank, Contact Life Line, Cooperate to Graduate, Children and Families First, New Hope Clinic, Westside Family Healthcare, LaRed Health Center, Nemours Pediatrics, CHILD Inc. and First State Community Action Agency to name a few.</p>	<p>NPs document the referral to an outside medical provider and are able to pull reports on numbers referred each month.</p>
<p>4. Integration of community providers and services with SBHCs</p>	<p><u>Nurse Practitioner and Mental Health Providers</u></p>	<p>1. Leverage knowledge and outreach of current medical directors, [REDACTED] [REDACTED] All of our SBHC providers are members of [REDACTED] Medical Staff Ambulatory Division and meet six times per year as a division with PCPs.</p> <p>2. Membership in professional organizations</p>	<p>1. During quarterly chart reviews, meetings and education sessions, discuss the newest industry literature for "population health" movement.</p> <p>2. As members, NPs and mental health providers</p>

		<p>3. Uninsured students are referred to State Service Center in order to aid them in obtaining Medicaid, if they qualify.</p>	<p>receive related information via literature, case studies, and continuing education events to improve integration to community services.</p> <p>3. Center staff are well connected to State agencies for this purpose. School staff may also aid in assisting the entire family to qualify for services.</p>
--	--	--	--

5.			
----	--	--	--

***American Academy of Pediatrics (AAP) recommendations:**
<http://pediatrics.aappublications.org/content/pediatrics/129/2/387.full.pdf>

Name of Plan: Student Recruitment - [REDACTED]


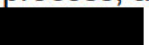

Strategies	Person(s) Responsible	How will Channels of Communication with Guidance, School Nurse, Principal, Coaches, etc. be established	Vehicles for Recruitment (Social Media, School Newsletter, Mailings, Flyers, Brochures, etc.)	Timelines and Tracking
1. Accepted 8 th grade students, soon to be 9 th graders	Center Coordinators	Coordinators will gather important dates from principal and coaches related to incoming 9 th grade class and tailor SBHC presence.	Staff table at 8 th grade information night and 8 th grade welcome event with center brochures, enrollment forms and giveaways publicizing center services and phone numbers.	August, November, January, March (each district date varies)
2. Start of each new school year to capture new members and get updated forms on current members	Center Coordinators	<ul style="list-style-type: none"> Coordinators will ensure updated center information and enrollment forms are ready to be sent out with other school paperwork, coordinated through principal/school admin staff. Coordinators will confirm the Parent Night Open House with principal. 	Forms will be given to appropriate school department for distribution with other new school year paperwork (emergency contact care, lunch forms, etc). Open House (all grades) will be staffed with center staff as outlined in #1	August/September each year


3. Students who transfer to school, after the official start of school year	Center Coordinators	Forms will be placed in offices of guidance, main, admissions, nurse and athletic director for distribution to transfer students.	above for 8 th grade events. Forms will also be placed on the Wellness Center portion of each school website.	August/September each year
4. Student Athletes	Center Coordinators	Prior to each sports season, communication will occur with Athletic Directors, Trainers and Coordinators as to the estimated need for sports physicals and the center schedule availability.	Reminder announcements about the need for current sports physicals will go out through social media, school alert system or all call alerts and school websites. Similar message will be placed on the center phone system and in school newspaper articles.	August, October, February and May

5. Outreach efforts during school year	Center Coordinators with assistance from mental health provider and patient account specialist	Event participation will be communicated by school administration	Awareness events include district community events ([REDACTED] sporting and arts events (plays, homecoming, prom) with targeted messaging.	Throughout the school year
--	--	---	---	----------------------------

6. Education	Center Coordinators, with assistance from mental health provider, patient account specialist and possibly community resources	Wellness Center staff will provide school staff with list of available educational activities/topics that can be provided in the classroom. Participation may also be requested from school staff (teachers, administration, nurse, etc).	We call these our cafeteria and classroom sessions. Examples include Health Teachers requesting a speaker on a particular topic which could be a SBHC staff member or community resource such as ARC, Registered Dieticians setting up table in cafeteria with healthy eating tips and Mental Health providers discussing risky behaviors to avoid.	Throughout the school year
--------------	---	---	---	----------------------------

Name of Plan: Sustainability-Bayhealth

Current Funding Sources	Potential Funding Sources (Name and Type)	Partnerships/Collaborative Resources	Person(s) Responsible	Timeline
1. State Funds 2. Third-Party Billing Revenue 3. In-Kind	Grants: Searching for grants to pay for salary expenses, as this is the largest expense within our centers.	1. Stakeholder Report Card 2. Telling the ongoing SBHC story, to: a. Legislators b. Parents c. Community d. School 3. Developing cost-savings information sheets (Example: for every prevented adolescent pregnancy, there is \$\$\$ cost savings to the state)		The search for grant funding for SBHCs is an ongoing process, as  employs a full-time grant writer. She meets with our lead coordinators and  quarterly.

	DE Hospital Association and DE SBHC Alliance group are working together to explore funding models that have worked in other states. There is a finance subcommittee that met for the first time on 2/9/17. Subsequent meetings are being scheduled.	DE Hospital Association DE SBHC Alliance	 representative to the group	Timelines are being developed but not finalize
--	---	---	--	--

Name of Plan: Transition from School Community Health Alliance of Michigan's Centralized Database to DPHs Standardized Reporting Requirements for all Centers					
Record-Level Data					
(Data Report due on or before the 25th of each month)					
Strategies for Submitting DPH Reporting Requirements	Persons Responsible (include Center Staff, Medical Sponsors and School IT Staff)	List of How Data Elements will be sent to Public Health and in what format	Risk Assessment Data - RAAPS or in EMR (fields should be included)	Data Dictionary (please attach)	Written Identified Methodology on how Centers will run reports for Monthly, Semi-Annual, Annual and Quarterly for Title X Data Elements
1. Demographics	Individual Center staff will input data into EPIC. [REDACTED] IT is able to send data to State via CSV flat file of data in Excel Spreadsheet or via Crystal Report.	CSV flat file of data or Crystal Report	RAAPS now has ability to populate in EPIC (our HER)		
a. Student School I.D. # (allow up to 9 characters in length)					
b. Medical Record Number					
c. Student Name, Date of Birth, Gender, Grade, Race & Ethnicity					
d. Student Address					
e. Primary Insurance					
1. Medicaid					
2. Private					
3. Uninsured					
4. Confidential visit					
2. Mandatory Monthly Reporting Data Elements (see attachment)	Individual Center staff will input data into EPIC. [REDACTED] IT is able to send data to State via CSV flat file of data in Excel	CSV flat file of data or Crystal Report			
3. Tables for Title X (attached and if applicable)	Individual Center staff will input data into EPIC. [REDACTED] IT is able to send data to State via CSV flat file of data in Excel Spreadsheet or via Crystal Report.	CSV flat file of data or Crystal Report			