



**The Delaware School Based Health Alliance
in Partnership with Colonial, Christina, Red Clay
Consolidated, and Appoquinimink School Districts
and New Castle County**

The Establishment and Operation of School-Based Health Centers
("SBHCs") In Three Elementary Schools and One Middle School
in New Castle County

REQUEST FOR PROPOSALS

May 10, 2023

DSBHA 23-001

Deadline to Respond:

June 16, 2023

11:59 PM (EDT)

Request for Proposals
Establishment and Operation of School-Based Health Centers (“SBHCs”)
in Three Elementary Schools and One Middle School
in New Castle County

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Request for Proposals

Establishment and Operation of School-Based Health Centers (“SBHCs”) in Three Elementary Schools and One Middle School in New Castle County

I. Overview and Background

A. Overview

In this Request for Proposals (“RFP”), the Delaware School Based Health Alliance (“DSBHA”) seeks proposals to provide School-Based Health Centers (“SBHC”), also called Wellness Centers, at three elementary schools and one middle school in New Castle County (“County”). The schools to be served are Richardson Park Elementary in Red Clay Consolidated School District, Brookside Elementary in Christina School District, Silver Lake Elementary in Appoquinimink School District, and McCullough Middle School in Colonial School District (each, a “School District”). (See school descriptions in Appendix A) (each, a “School”).

This initiative is funded by New Castle County (“County”) with American Rescue Plan (“ARPA”) Coronavirus State and Local Fiscal Recovery (“SLFRF”) federal funds allocated to the County (the “Initial Federal Funding”). The Initial Federal Funding is available for two school years: 2023-24 and 2024–25. All Initial Federal Funding must be obligated by December 31, 2024. All Initial Federal Funding must be used in accordance with certain federal regulations, among other laws and regulations, and service providers may be subject to subrecipient monitoring. **Those providing proposals (“Applicants”) should carefully review the summary of ARPA requirements set forth in Appendix C. Please note that Appendix C is not intended to be a comprehensive summary of federal, state, local, or School District laws, regulations, and procedures applicable to this Project.**

Contracts shall be in effect once approved by the DSBHA and the School District’s Board of Education through June 30, 2025. An option to renew the contract under the same terms and conditions for subsequent full years may be exercised, by mutual agreement of the parties, prior to the expiration of the Contract. This option is subject to review and acceptance by the parties and contingent on funding.

The total funding awarded by the County for this initiative is \$2,000,000 for the full project period. Approximately \$50,000 will be provided to each School District for center space renovations within the school building. \$60,000 will be allocated to the DSBHA for project management. The chosen Applicant(s) will receive at least \$200,000 per year per SBHC.

Planning and start-up activities are expected to commence in the spring of 2023. The proposed schedule of events subject to the RFP is outlined below:

Public Notice:	May 10, 2023
Deadline for Questions:	June 7, 2023
Response to Questions Posted by:	June 12, 2023
Deadline for Receipt of Proposals:	June 16, 2023

Estimated Notification of Award:	June 30, 2023
Project Begin Date:	September 5, 2023

B. Background

The primary purpose of this project (“Project”) is to enhance positive health and education outcomes for children and adolescents. This can be accomplished through Wellness Centers located within each of the four Schools, which will offer health promotion, the delivery of medical and mental health services, health education and information, coordination with community based primary care, and referral beyond the services provided by the SBHC staff. The School Districts partnering with this initiative seek to improve the health and educational success of their students, address health inequity, provide trauma-informed and developmentally appropriate care, and improve access to medical and behavioral health services. The County has selected this initiative for ARPA funding as one strategy to improve the wellbeing of its citizens and to address the acute and long-lasting impact of the Covid-19 epidemic on students and their families.

The mission of the School Districts, which is to educate every student for excellence, and the mission of public health are inextricably intertwined. Healthy children are better learners and better learners are better prepared to achieve healthy lifestyles. This mission and the delivery of integrated school and health services are even more critical in the aftermath of the Covid-19 pandemic.

The mission of the SBHCs funded through this Project is to provide prevention-oriented multidisciplinary health care to students in their public-school setting. These services are coordinated with the medical, health education, student services, and behavioral health services currently provided by the school and with the student’s community based primary care provider.

Specific tasks of each Wellness Center include:

- Establish comprehensive school-based health services to meet the identified needs of the students in collaboration with existing programs provided by the school.
- Build school-wide and community capacity and ownership for the SBHC.
- Establish relationships with schools, School Districts, community agencies and individual providers to work with the SBHC in meeting the longitudinal needs of the students.
- Deliver age-appropriate, medically acceptable, affordable health and related services to students in public schools.
- Evaluate on a regular basis the services delivered through process and output measures.

This initiative strives to foster a broad-based partnership between Wellness Centers, schools, and communities to promote healthy lifestyles; prevent diseases, disabilities, and premature deaths; and provide access to health care for vulnerable populations. Working together, school and wellness center partners conduct their responsibilities through assessment and monitoring of health needs, setting standards, and provision of

cooperative efforts with other health care providers to assure a full continuum of affordable, accessible, acceptable, and culturally appropriate services.

II. Project Vision, Mission, and Guiding Principles

A. Vision

Children attending the four Schools selected for the Project will have quality, integrated school health services that improve health status, optimize academic achievement, and enhance well-being.

B. Mission

In partnership with schools, families, healthcare providers and community agencies, each School District and participating schools will facilitate access to comprehensive preventative, primary and mental health care for students served by the school.

C. Guiding Principles

SBHCs reduce barriers to health care because they are located in schools and offer confidential care in a safe environment, including:

1. Informing enrolled students and their parents/guardians of their rights and responsibilities regarding confidentiality, privacy, safety, informed consent, release of information and financial responsibility for services rendered.
2. Being comprehensive and coordinated, and providing a continuum of care including promotion, early detection, intervention, and treatment.
3. Facilitating students' use of health care systems by establishing links to primary health care providers, promoting health literacy, and developing health-promoting behaviors.
4. Providing a comprehensive range of services that meet the specific physical and behavioral health needs of students (or providing referrals).
5. Enhancing the existing school health services program (currently implemented through a multi-tiered systems of support model) and working cooperatively within the school community (including school and community partners) to become an integral part of the school setting.
6. Promoting healthy lifestyle choices and empowering youth to take responsibility for their health and health care and encourage parent/guardian involvement to support and sustain successful health outcomes.

Students under the age of majority must have parental written consent to use health center services.

School-based health centers will be funded with the Initial Federal Funding as described in Section I above. Services will be offered to students without charge to the student or family except through billing of health insurance when available. No co-payments or deductibles will be assessed at the time of service. Health insurance payments collected for Wellness Center services will be allocated to the initiative.

All partners in the Project will work together to seek sustainable funding after the Initial Federal Funding ends. **All funds must be obligated by December 31, 2024 and all funds must be spent by December 30, 2026.**

III. **Scope of Services**

All components listed in this section are mandatory.

Successful Applicant(s) awarded Contract(s) pursuant to this RFO (each, a “Contractor”) will be responsible for establishing and operating SBHCs that are consistent with the Vision, Mission and Guiding Principles described in Section II. The activities of the SBHCs shall address the following goals and scope of work.

A. **Goals**

1. To reduce the critical health problems of students by ensuring the utilization of comprehensive health services provided by the SBHC through a combination of in person and telehealth services.
2. To improve the physical health of students by providing age-appropriate medical services through the SBHC.
3. To reduce the incidence of high-risk behaviors through health education and risk reduction efforts.
4. To address the behavioral health needs of students by improving access to and utilization of behavioral health services provided by the SBHC.
5. To ensure identification and/or coordination with the student's medical home and/or primary care provider.
6. To ensure coordination of billing practices with state/local agencies where applicable.
7. To improve coordination between the SBHC and the school.
8. To increase the amount of parental/school involvement in the SBHC.
9. To ensure tracking of priority data measures recommended by the DPH and the School District.
10. To increase community awareness of SBHCs.

B. **Scope of Work**

The Contractor will be responsible for establishing and operating a SBHC(s). Proposals shall address the following:

1. Organizational capacity and qualifications.
2. The projected number of students to be served and the percentage of the student population they represent.
3. An operational plan to include staffing, hours of operation, a schedule of services; and a description of how the physical location will meet operational needs.
4. Assessment of community needs and resources for an SBHC site in the target community.
5. Assessment of the student population with respect to health needs and access to services.

6. Services to be provided and how they will address unmet health or access needs of students and address the most underserved students or those with the poorest health outcomes. Services must include at a minimum behavioral health services and support for healthy lifestyle choices (i.e., physical activity and nutrition).
7. How the SBHC will deliver culturally competent care.
8. How services will promote a culture of health across the entire school community that includes support of evidence-based practices in the provision of services.
9. How youth and parents will be involved in the planning, operation, and promotion of the SBHC.
10. Community interest and how potential partners and key stakeholders will be engaged in the project.
11. How the SBHC will integrate services and share health care information that is HIPPA compliant with community health care providers.
12. A plan for eventual submission of health care information collected by the SBHC to the Delaware Health Information Network.
13. A plan to promote sustainability by leveraging a diversified funding base.
14. How services will be billed to third parties and how reimbursement for service provision will be tracked.
15. How the following minimum data elements will be reported monthly. Examples include but are not limited to: Number of students enrolled, number of students served, breakdown of services provided, revenue collected by source, and similar data as determined by DPH. If the SBHC intends to be a Title X/family planning provider, include a plan to submit minimum data elements.
16. A plan to collect standardized data.
17. Measurable process and outcome objectives.
18. An evaluation plan.
19. An all-funds budget and budget justification.
20. A plan for student recruitment.

IV. Required Information for Proposals

- A. **Minimum Requirements.** Each Proposal submitted by an Applicant shall include the information described below. Failure to respond to any request for information herein may result in the rejection of Applicant's proposal.
 1. **Work Plan.** Please provide a narrative plan ("Work Plan") describing how Applicant will provide each of the services identified in the Scope of Services (Part III above and Appendix A below). Applicants are encouraged to provide examples where they have previously provided, the foregoing services (including but not limited to the Applicant's experience with elementary- and middle school-aged students). The Work Plan shall also identify and describe the individuals who will work on this Project on behalf of Applicant (including subcontractors), their resumes, and as applicable, any additional information demonstrating such person's experience and suitability for the Project.

2. **Budget:** Please submit a line-item budget for each period (include contract years with budget for each year). Modifications to the budget after the award must be approved by DSBHA. The budget shall be based on Initial Federal Funding as stated in this RFP and the anticipated collection of health insurance third-party billing including Medicaid. In-kind resources offered by the Applicant shall be noted.
3. **Insurance.** Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the Contract period and shall be no less than as identified in Appendix E.
4. **Attachments.** Please complete, sign, and submit with your Application the following Attachments, which shall be considered part of this RFP and Applicant's response hereto:

Attachment 1	Non-Collusion Statement
Attachment 2	Exception Form
Attachment 3	Confidentiality Information Form
Attachment 4	Business References Form (must include 3 organizations for whom Applicant carried out a similar project. If no similar project has been conducted, include other projects requiring comparable skills.)
Attachment 5	Statement of Compliance with all applicable federal and state laws and regulations regarding (a) equal opportunity and affirmative action, and (b) individual and family privacy in the collection and reporting of data
Attachment 6	Certification Sheet

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (for this particular project)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with this type of work and its requirements

V. RFP Administrative Information

- A. **Obtaining Copies of the RFP.** This RFP is available in electronic form through the New Castle County Procurement website at <https://www.newcastlede.gov/Bids>, on the website of the Delaware School-Based Health Alliance, and such other school district or other websites as shall be determined. Paper copies of this RFP will not be available.
- B. **Assistance to Applicants with a Disability.** Applicants with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of Proposals.

- C. **Questions About the RFP.** All questions regarding this RFP and requests for additional information shall be directed solely to Andrew H. Lippstone, Esq. (the “Designated Contact”) at andy@lippstonelaw.com and to no other person. **All questions and requests for additional information shall be submitted no later than June 7, 2023.** Any such questions or requests submitted after this date will not receive a response. All questions and requests will be compiled and posted publicly in a manner that identifies the questioner and provides corresponding answers.
- D. **Consultants and Legal Counsel.** DSBHA may retain consultants or legal counsel to assist in the review and evaluation of this RFP and Applicants’ responses. Except as expressly set forth in Sections V(B) and V(C) of this RFP, potential or actual Applicants shall not contact the DSBHA’s consultant or legal counsel on any matter.
- E. **Contact with DSBHA and Proposal Evaluation Teams.** Except as otherwise set forth in this Section V, direct contact regarding this RFP with (i) DSBHA, its officers, directors, or agents, (ii) any member of a Proposal Evaluation Team (as defined in Section VII below) is prohibited without the prior written consent of DSBHA; or (iii) any employee of New Castle County.
- F. **Organizations Ineligible to Bid.** Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.
- G. **Exclusions.** DSBHA reserves the right to refuse to consider any proposal from an Applicant (or any employee, contractor, or subcontractor thereof) who:
1. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
 2. Has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
 3. Has been convicted or has had a civil judgment entered for a violation under state or federal antitrust statutes;
 4. Has (a) knowingly failed without good cause to perform any contract in accordance with the specifications or within the time frames set forth therein; (b) failed to perform or has performed unsatisfactorily under any contract; or (c) violated a provision of any contract in a manner that, in DSBHA’s sole and absolute discretion, renders such Applicant unsuitable for consideration for the award of any Contract pursuant to this RFP;
 5. Has violated ethical standards set out in law or regulation; or
 6. Any other cause determined by DSBHA, in its sole and absolute discretion, to be serious and compelling as to materially affect Applicant’s responsibility as a Contractor.

VI. **RFP Submissions**

- A. **Form of Submissions.** Provide one (1) electronic copy in PDF format, via email, to Andrew H. Lippstone, Esq., counsel for the Alliance, at andy@lippstonelaw.com.
- B. **Deadline. All Proposals must be received by the Designated Contact no later than 11:59 PM on June 16, 2023 (the “Deadline”).** Any Proposal received after the foregoing Deadline will not be accepted.
- C. **Acceptance of RFP Terms.** By submitting a Proposal, each Applicant acknowledges that it has carefully read all sections of this RFP, including all attachments, appendices, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.
- D. **Proposal Modifications.** Any changes, amendments or modifications to a Proposal must be delivered to the Designated Contact prior to the Deadline. Changes, amendments, or modifications to Proposals shall not be accepted or considered after the Deadline.
- E. **Pricing.** Prices quoted in the Proposal must be firm and shall remain fixed and binding on the Applicant for ninety (90) days from the Deadline.
- F. **Confidentiality of Proposals.** Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of Applicant’s Proposal will be treated as confidential during the evaluation process. As such, Applicant’s Proposals will not be available for review by anyone other than (i) DSBHA, its officers, directors, or agents, or (ii) members of a Proposal Evaluation Team (as defined in Section VII(A) below). There shall be no disclosure of any Applicant information to a competing Applicant prior to award of the Contract(s) unless such disclosure is required by law or by order of a court of competent jurisdiction.

DSBHA makes no representation, express or implied, as to whether or not any Application or any portion thereof is as a “public record,” as such term is defined in 29 *Del. C.* § 10002(o), for purposes of Delaware’s Freedom of Information Act, 29 *Del. C.* § 10001, *et seq.* (“FOIA”). FOIA requires that, unless otherwise declared by FOIA or other law to be exempt from disclosure, all “public records” and are subject to inspection and copying by any person upon a written request. Once an Application is received by DSBHA and a decision on a Contract award is made, the content of selected and non-selected Applicant proposals may become subject to FOIA’s public disclosure obligations.

DSBHA respects the Applicant’s need to protect its intellectual property, trade secrets, and confidential business information (collectively, “Confidential Business Information”). Proposals must contain sufficient information to be evaluated. If an Applicant feels it cannot submit its proposal without including Confidential Business Information, it must adhere to the following procedure, or its proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the Applicant’s Confidential Business Information may be lost.

The Applicant may submit appropriate portions of its proposal considered to be Confidential Business Information in a file labeled “Confidential Business Information” and by completing the Confidential Information Form attached as Attachment 2. The file must contain a letter from the Applicant’s legal counsel describing the documents

in the file, representing in good faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002(o), and briefly stating the reasons that each document is exempt from disclosure.

Upon receipt of a proposal accompanied by such a separate file, DSBHA’s legal counsel shall review the file to determine whether the procedure described above has been followed. An Applicant’s designation of confidential business information shall not be binding upon DSBHA, and any Applicant submitting a proposal or using the procedures discussed herein expressly accepts DSBHA’s absolute authority to assess independently the legal and factual validity of any information designated as confidential business information. Accordingly, the Applicant assumes the risk that confidential business information included in a proposal may enter the public domain. Each Applicant is further advised that no Applicant shall retain the right to declare its pricing as confidential.

VII. RFP Evaluation Process

- A. **Proposal Evaluation Team.** An Evaluation Team shall be established to evaluate Proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected. The Evaluation Team shall be comprised of one representative appointed by each of the four School Districts for which SBHC contracts may be awarded and three representatives appointed by DSBHA. Each school district representative shall evaluate Proposals and make recommendations for potential contract(s) to be awarded in such representative’s school district, but shall not make recommendations with respect to potential contract(s) to be awarded in other school districts. The County will be informed of the process and may review proposals if it desires. The Evaluation Team shall make a recommendation as to the award of Contract(s) to the President of DSBHA, who shall have final authority to award Contract(s) to successful Applicant(s).
- B. **Proposal Selection Criteria.** The Evaluation Team shall assign up to the maximum number of points for each evaluation item to each of the proposing Applicant’s proposals. All assignments of points shall be at the sole discretion of the Evaluation Team. The Evaluation Team reserves the right:
1. To select for contract or for negotiations a Proposal other than that with lowest costs;
 2. To reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP;
 3. To waive or modify any information, irregularity, or inconsistency in any Proposal;
 4. To request modification to proposals from any or all Applicants during the contract review and negotiation;
 5. To negotiate any aspect of the proposal with any Applicant and negotiate with more than one Applicant at the same time; and
 6. To select more than one Applicant.
- C. **Discussion and Revision of Proposals.** Applicants may be afforded an opportunity for discussion, revision, or clarification of Proposals. Revisions may be permitted after

submissions of Proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible bidders who submit Proposals found to be reasonably likely to be selected for award. The contents of any Proposal shall not be disclosed so as to be available to competing applicants during the negotiation process.

D. Criteria for Award. All Proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate Proposals:

Category	Points
<p>Understanding of the requirements and ability to provide the service.</p> <ol style="list-style-type: none"> 1. Qualifications of bidder’s experience with child populations; staffing patterns and job descriptions; experience with health care delivery in the selected community school and community linkages; and experience with third-party health insurance billing. 2. Inclusion of all requested elements. 3. Available resources. 	35
<p>Methodology Proposed</p> <ol style="list-style-type: none"> 1. Services proposed fit needs as expressed in RFP, goals and guiding principles in conjunction with developing a system for third-party billing. 2. Proposed activities follow a logical sequence. 3. Policies and procedures for service implementation. 	20
<p>Adequacy of Work Plan & Schedules</p> <ol style="list-style-type: none"> 1. Timelines. 2. Builds on existing work of the school district planning efforts. 	25
<p>Cost Proposal</p>	20

E. Multiple Awards. DSBHA reserves the right to award Contracts to more than one Applicant.



NON-COLLUSION STATEMENT

Name of Applicant:			
Applicant's Address:			
EIN:		Del. Business License No.:	
Applicant's Address:			
Phone:		Email:	
Applicant's Authorized Representative:			
Title:			

The undersigned Applicant hereby certifies that the Applicant has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Applicant's Proposal, and further certifies that Applicant is not a sub-contractor to another applicant that also submitted a proposal as a primary applicant in response to the foregoing Request for Proposals.

The undersigned Applicant acknowledges and agrees that, subject to any express exceptions set forth in Attachment 2, Applicant hereby accepts each and every term and provision of the RFP, including all specifications and special provisions.

The undersigned Applicant represents and warrants that the individual whose signature appears below on behalf of Applicant (i) has been duly authorized and empowered on behalf of Applicant to execute this Non-Collusion Statement, and (ii) is or shall be authorized by Applicant to execute a formal agreement on behalf of Applicant to provide the services set forth in Applicant's Proposal.

BY THE APPLICANT:

_____ (SEAL)
Name:



STATEMENTS OF COMPLIANCE

As the Authorized Representative of _____
("Applicant"), I hereby certify that Applicant shall comply with all local, state, and federal laws and regulations, including but not limited such laws and regulations regarding (i) equal employment opportunity and affirmative action and (ii) confidentiality and individual and family privacy in the collection and reporting of data.

Date: _____ (SEAL)

Name:

Title:



CERTIFICATION SHEET

As the Authorized Representative of the Applicant, I hereby certify that the Applicant:

- a. Is a regular provider of the services described in the Request for Proposals (RFP), or is a regular provider of similar services;
- b. Has the ability to fulfill all requirements specified in the RFP;
- c. Has independently determined its prices, without consultation, communication, or agreement with any other party for the purpose of restricting competition;
- d. Has accurately represented its business and affiliations;
- e. Has or will secure promptly a Delaware business license;
- f. Has not and shall not pay any contingency fee, brokerage fee, or commission in connection with the award of any contract pursuant to the RFP;
- g. Unless otherwise required by law, has not knowingly disclosed the prices quoted in Applicant's Proposal and, prior to the award in the case of a negotiated procurement, has not directly or indirectly disclosed such prices to any other applicant or competitor;
- h. Has not made and shall not make any attempt or effort to encourage or to discourage any other party to submit or to refrain from submitting any proposal hereunder for the purpose of restricting competition;
- i. Otherwise has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its Proposal;
- j. Shall levy no charges, other than those specified in Applicant's Proposal, under any contract awarded hereunder;
- k. (Check one) Is _____ an individual; _____ a nonprofit (501 C-3) corporation; _____ a for-profit corporation; _____ any other non-natural person (please describe): _____, incorporated or organized under the laws of the State of _____; and
- l. (Check one): _____ is, or _____ is not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each professional services contract shall contain a prohibition against contingency fees as follows:

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

Date: _____ (SEAL)

Name:

Title:

Appendix A
School Descriptions

Richardson Park Elementary School

Richardson Park Elementary School is a Title 1 school in the Red Clay Consolidated School District that serves 528 students in grades Kindergarten to Fifth Grade. One of the oldest schools in Red Clay, the school is located at 16 Idella Avenue, Wilmington, Delaware 19804.

Description of Student Body

Race/Ethnicity

- American Indian or Alaska Native: 0.38%
- Asian American: 0.76%
- Black or African American: 21.40%
- Hispanic or Latino: 45.45%
- Multi-Racial: 4.55%
- Native Hawaiian or Other Pacific Islander: 0.00%
- White or Caucasian: 27.46%

Other Characteristics

- English Learners: 39.96%
- Low Income 40.72%
- Students with Disabilities: 23.3%

Richardson Park's Mission Statement:

"The Richardson Park family is committed to developing high academic and social-emotional growth. We will reach all learners by offering a safe and positive school community. Park strives to motivate, engage, and support all who come through our doors!" Richardson Park strives to apply a customer service approach when collaborating with families and the surrounding community. We want our families to know that we are here to support them in any way that we are able. As we continue to connect with various community organizations, we are excited to partner with New Castle County to provide the school with a Wellness Center. This will aid in our ability to strengthen our partnerships with families to support them in being able to get what they need to be successful.

School Administration:

- Jason Martin, Principal
- Dr. Danya Woods, Assistant Principal
- Erin McGinley, Assistant Principal
- Helena Brady, Assistant Principal, Early Years Program
- Michelle Bridge, School Nurse
- Mandy Pennington, Supervisor of Health Services for Red Clay School District

Brookside Elementary School

Brookside is a Title 1 School in the Christina School District that serves 317 students in grades kindergarten through fifth grade. The school is located at 800 Marrows Road in the community of Brookside, Newark, DE 19713. The school has 33 teachers and 24 paraprofessionals. Student support staff include a school nurse, counselor, family/student Interventionist, and a social worker. The Center for Child Development sends two counselors once a week. The building has 31 classrooms and is one level “T” shaped with a long middle hallway.

Description of Student Body:

Race/Ethnicity:

- Asian American: 3.56%
- Black: 30.43%
- Hispanic: 38.74%
- White: 22.13%
- Multi-Racial: 4.74%

Other Characteristics:

- English Learners: 34.78%
- Low Income: 35.57%
- Students experiencing homelessness: 3.56%
- Students with Disabilities: 12.25%

Number of students with special needs:

- Brookside Special Education (IDEA) = 38 students (K—5)
- Delaware Autism Program (DAP) = 35 students (K-5)
- REACH Program (education for moderate to severe intellectual disabilities) = 11 students (K-5)

School Administration:

- Eric Stephens, Principal
- Tracey Bailey, Academic Dean
- Carmen DiBattista, School Nurse
- Gina Moody, District Director of Student Services and Whole Child Support

Calvin R. McCullough Middle School

McCullough Middle School is a Title 1 school in Colonial School District with 713 students in grades six through eight. The school is located at 20 Chase Avenue, New Castle, DE 19720. The school has 48 teachers. Student support services are organized under the District Division of Health and Wellness using the multi-tiered system of support (MTSS) and include school counselors and psychologists.

The Colonial School District is committed to supporting the physical and emotional well-being of its students. To support this value, the Division of Health and Wellness was created to support schools in this work, specifically around identifying and managing community partnerships. The Division works closely with community partners to manage the provision of services. Colonial currently operates School Based Health Centers in all 8 elementary schools through a partnership with Nemours Children's Health. The Wellness Center at McCollough will need to help students remain connected to services at transition points (*i.e.*, grades 5/6 and grades 8/9).

Description of Student Body:

Race/Ethnicity

- Black/African American: 45.39%
- Hispanic/Latino: 33.19%
- Multi-Racial: 4.11%
- White/Caucasian: 16.60%

Other Characteristics:

- English Learners: 17.87%
- Low Income: 42.41%
- Students experiencing homelessness: 2.98%
- Students with Disabilities: 19.86%
- Students with special needs: 145

School Administration:

- Hyacinth Lewis, Principal
- Aaron Lamb, Assistant Principal
- Nicole Sumner, Assistant Principal
- Jay Green, School Nurse
- Cheri Woodall, District Supervisor of Health and Wellness

Silver Lake Elementary School

Silver Lake is a Title 1 school in the Appoquinimink School District with 591 students in grades one through five and 43 teachers. The school is located at 200 East Cochran Street, Middletown, DE 19709. This school is located in a low-income HUD zone and is designated a Community Restorative School. School support services include a School Counselor, School Psychologist, District Social Worker, and Community School Liaison.

Description of Student Body:

Race/Ethnicity

- Asian American 4.5%
- Black 35.9%
- Hispanic 8.42%
- White 50.18 %
- Multi-Racial 1.8%

Other Characteristics

- English Learners: 6.8 %
- Low Income: 32 %
- Students experiencing homelessness: 3.56%
- Number of students with special needs: 10.8%

School Administration:

- Christy Boyd, Principal
- Joanna Millett, Assistant Principal
- Kellie Ramer, School Nurse
- Edmond Gurdo, District Student Services Supervisor
- Yvonne Camac, District Lead School Nurse

Appendix B

American Rescue Plan Proposal to New Castle County Council

July 2022

Elementary School Wellness Centers in High Need Neighborhoods: A Proposal to Address Trauma and Health Equity Concerns as an Aftermath of the Covid-19 Pandemic

PROPOSAL SYNOPSIS

Implementing Elementary School Wellness Centers in New Castle County (NCC) offers a bold opportunity to bring much needed services to children through a partnership between the New Castle County Government, New Castle County School Districts, and the Delaware School Based Health Alliance.

This proposal requests funding to start Wellness Centers in four elementary schools, one each for Red Clay, Colonial, Christina, and Appoquinimink School Districts. The schools selected serve children in families living in poverty who have been disproportionately affected by the Covid-19 epidemic. This is a robust and sustainable strategy to address the trauma and disruption that children have suffered over the past two year. These needs are urgent. Even before the pandemic, many NCC children suffered from longstanding trauma and limited family resources. The added impact of Covid-19 will take years to overcome.

Wellness Centers provide coordinated multidisciplinary medical, mental health and nutrition services within the school building that are delivered by community-based health systems in cooperation with local school districts and school buildings. They serve as an adjunct to and enhancement of core school nursing services and function as a component of comprehensive community based primary health care.

Wellness Centers are a proven strategy to improve children's health, nutrition and school performance and provide a multidisciplinary capacity to bring trauma informed care to children. Creating this infrastructure with Federal Rescue Plan funds will be a base for many years of future service and is in line with the vision that created the Hope Center with CARES Act funding. County funding allows a timely launch of services with pilot funding.

Ongoing funding will be sought from the Delaware State Legislature and Federal Department of Health and Human Services. This request is not intended to create an on- going budget item for New Castle County local government.

CHILDREN'S NEEDS IN NEW CASTLE COUNTY

Neighborhoods matter. Children who live in neighborhoods with quality early childhood education and schools, health care, safe housing, access to healthy food, parks and playgrounds and clean air are more likely to grow into healthy, productive adults than children who don't. The Child Opportunity Index (COI) measures and maps the quality of resources and conditions that matter for children to develop in a healthy way in the neighborhoods where they live. The Child Opportunity Index exposes inequities worsened by the Covid-19 pandemic. Many areas of New Castle County rank low or very low on the index for overall opportunity, education and health indices. Areas of particular concern include parts of Newark, New Castle/RT 9 corridor,

areas of Bear and Claymont and Delaware City/Townsend.
(<http://new.diversitydatakids.org/child-opportunity-index>)

According to the KIDS COUNT in Delaware 2021 Fact Book, children under the age of 18 make up 23% of New Castle County's population. Many of these children need extra support to thrive. For example, 30% of children qualify for food assistance and/or TANF.

THE IMPACT OF THE COVID-19 PANDEMIC ON CHILDREN'S HEALTH AND EDUCATION

Delaware's 2021 Kids Count Report affirms that the health of a community begins with its children. Prior to the pandemic, data consistently showed disparity; exposing systemic issues disproportionately impacting children in families with low income and children of color. Now, as the pandemic continues, the devastation of these long-standing disparities is on a whole new scale. Solutions to this crisis must be built on systems that work for every Delaware child and their family.

A few key data points illustrate the impact of the Covid-19 pandemic:

- COVID-19 delayed medical care in one-third of households with children.
- Loss of employment was worse for households with children. As of December 2020, 57% of Delaware adults with children in the household lost employment.
- More than a quarter of Delaware's children have parents who lack secure employment and half of Delaware families struggled with expenses during covid-19.
- Even before the pandemic, data indicated that one in six Delaware children lived in food insecure households.

Like poverty and unemployment, rates of abuse and neglect, parental mental health problems and substance abuse tend to rise during disasters. The coronavirus has disrupted routines, reduced physical connections and fundamentally changed family support systems. A third of Delaware households had a child, parent, or caregiver report that there had been physical or emotional violence in their home since Covid-19 began.

(<https://www.bidenschool.udel.edu/ccrs/research/kids-count-in-delaware>)

School Based Wellness Centers are part of the solution, bringing multiple services to children five days a week.

WHAT ARE WELLNESS CENTERS?

Wellness Centers in Delaware are modeled after evidence based national models that bring a continuum of support for children's health and well-being. Elementary school wellness centers offer multi-disciplinary, developmentally appropriate services delivered by pediatric health care providers. Services include:

- Preventive care (physicals, sports physicals, immunizations, screenings, etc.)
- Diagnosis and treatment of minor, acute, and chronic medical conditions
- Mental health and substance use disorder assessments
- Crisis intervention
- Individual counseling
- Referrals and connections to community primary care, specialty care, oral health care, and behavioral health care
- Family and group counseling
- Prescription and medication management
- Nutrition counseling
- Health promotion education
- Insurance navigation
- Social service navigation and linkage (food assistance, family income assistance, etc.)

THE EFFECTIVENESS AND IMPACT OF WELLNESS CENTERS

From national studies, SBHCs have a documented positive impact on students' physical and behavioral health. A 2016 systematic review of 46 studies catalogues this impact:

- 51% reduction in non-asthma-related hospitalizations
- 40% reduction in teen pregnancy
- 6% reduction in self-reported mental health problems
- 16% reduction in any reported substance use (including tobacco and alcohol)

Primary care and behavioral health care delivered in SBHCs also helped to reduce disparities in health care access, utilization, and costs, as well as health outcomes, for racial and ethnic minority populations, even more so than care received in other clinical settings. One 2016 review of SBHC by the Brookings Institute reported that students were 10 times more likely to utilize SBHC services for behavioral health needs than other clinical sites or community health centers.

SBHCs are also associated with substantial education benefits, including reductions in rates of school suspension and high school non-completion and increases in grade point average and grade promotion. Behavioral health services offered through SBHCs are credited with reducing violent student behaviors and absenteeism and improving school achievement, attention, and social skills. Additionally, easy and close access to physical and behavioral health services through SBHCs has improved more proximal educational measures, such as student seat time.

With a focus on primary and preventive care, SBHCs have significant cost benefits. One 2016 systematic review of 22 studies found that SBHCs have a total net savings to Medicaid ranging from \$30 to \$969 per visit and \$49 to \$1,166 per student. A different systematic review of 46 studies estimated total annual savings from SBHCs to be \$15,000 to \$913,000 for communities due to reductions in emergency visits and other healthcare utilization. The financial impact of SBHCs was found to be particularly strong in underserved communities, given SBHCs' unique impact on health disparities, with one study estimating a net social benefit of \$1.35 million over three years.

(SOURCE: THE SCHOOL-BASED HEALTH CENTER BOOM MIGHT SOON BE UPON US, May 19th, 2021, by Matt Amis, Rodel Foundation: <https://rodelde.org/the-school-based-health-center-boom-might-soon-be-upon-us/>)

TARGETED WELLNESS CENTER SITES: SCHOOLS SERVING CHILDREN WHO LIVE IN HUD LOW INCOME ZONES

Twenty-nine elementary schools in New Castle County serve children living in HUD identified low-income zones. School District Superintendents identified the school in their district that they deemed was the highest priority for service and capable of launching a center.

COMMUNITY IMPLEMENTATION PARTNERS:

School based health centers are endorsed by a broad group of community constituents in addition to the Delaware Departments of Education and Health and Social Services. For example, the Rodel Foundation includes wellness centers as a priority strategy in its mission. Christiana Care and Nemours Health Systems are actively engaged in implementing and managing school wellness centers. Behavioral health advocates include the Delaware Association of School Psychologists, the Delaware School Counselor Association, and the National Alliance on Mental Illness in Delaware (NAMI). The Delaware PTA and the Delaware School Nurse Association endorse wellness centers. The Delaware State Education Association, the Delaware School Board Association, the Delaware Healthcare Association, and the Delaware Alliance for School Based Health play active roles in planning and technical assistance for wellness centers and serve on the strategic planning committee for the Delaware Division of Public Health. The Delaware Alliance for School Based Health will serve as the implementation partner for NCC and will manage implementation contracts for each participating school district.

(Original proposal drafted in August 2021)

FUNDING REQUEST

Annual Funding for each Wellness Center: \$250,000 per site
(4 sites for two years = \$2 million)

The Annual Funding includes dollars for:

- Space renovation
- Equipment and supplies
- Staff:
 - ▶ Clinical Practitioner/ Site Coordinator
 - ▶ Mental Health Service Provider
 - ▶ Nutrition Consultant
 - ▶ Administrative Assistant

Some school buildings may require capital improvements to meet code requirements for facilities delivering health services, such as adding a bathroom or hand washing facility.

Annual Implementation and Policy Support: \$100,000 Contract to assist schools launch new centers – includes site assessments, best practice - implementation training, and technical assistance. (\$200,000 for 2 years)

Contract with Delaware School Based Health Alliance to include:

- Program Manager
- Training Consultant
- Administration and business support
- DPH site inspection and certification

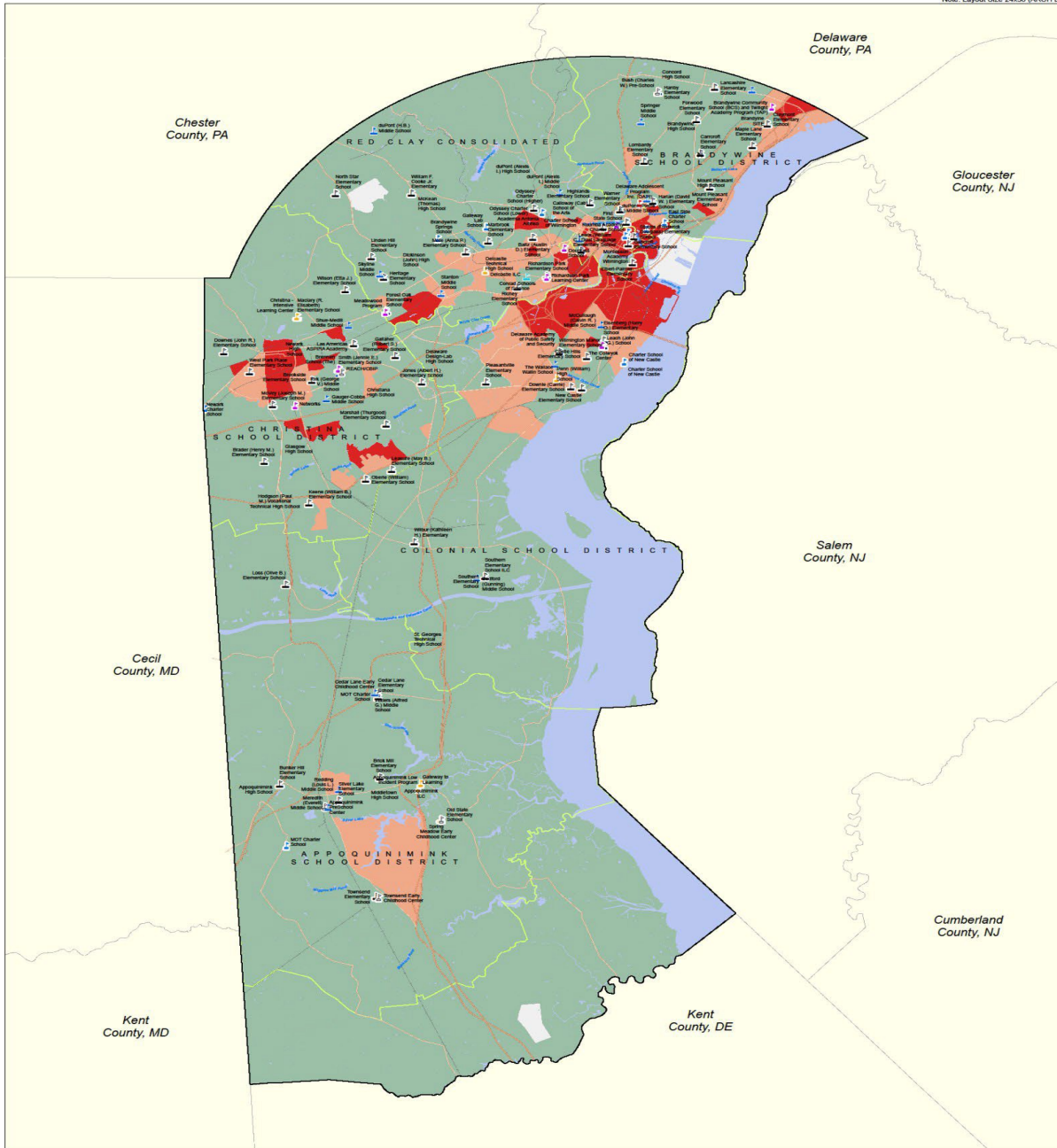
The total request: \$2,200,000 for two years

APPENDICES

- I. MAP OF NCC HUD ZONES and SCHOOLS
- II. LIST OF SCHOOLS SERVING CHILDREN LIVING IN HUD ZONES
- III. COMMUNITY PARTNERS' LETTERS OF SUPPORT (submitted under separate cover)

APPENDIX I: MAP OF NCC HUD ZONES and SCHOOLS

Note: Layout Size 24x36 (ARCH D)



Legend

New Castle County	Elementary - Middle School (11)	DE Addressed Program Inc. (DAP) (1)	Railroad	1 - 49.9% (30%)
Early Childhood Center (5)	Intensive Learning Center (5)	Alternative Schools (10)	State/County/Deleware (5)	50 - 59.9% (Lowest Qualified) (31)
Elementary School (32)	Middle School (17)	Waterways	Percentage Low Mod	70 - 100% (Lowest Qualified) (33)
Elementary - High School (5)	Middle - High School (2)	Highways	New Inhabitant Data (4)	



**New Castle County, DE
Low-Mod Income Areas
Elementary/Middle Public Schools**

1 inch = 7,468 feet

Document Path: \\New Castle County Govt\U GIS - Documents\project\community_services

Map prepared by:
New Castle County Government
Division of Geographic Information Systems
Department of Land Use.
Author: P Mursaka
Date: 7/20/2021

APPENDIX II: LIST OF SCHOOLS SERVING CHILDREN LIVING IN HUD ZONES

New Castle County Elementary School Wellness Center Proposal, August 2021					
Elementary schools that are in/or serve HUD zones with 51% to 100% low-income families (See HUD Zone Map)					
NCC COUNCIL					
DISTRICT	SCHOOLNAME	STREET ADDRESS	CITY	ZIP	CODE
APPOQUINIMINK - 3 schools					
District #					
6	Dave Carter	Silver Lake Elementary School	200 East Cochran Street	Middleton	19709
12	Bill Bell	Cedar Lane Elementary School	1259 Cedar Lane Road	Middleton	19709
6	Dave Carter	Loss (Olive B.) Elementary School	200 Brennan Boulevard	Bear	19701
BRANDYWINE - 5 schools					
8	John Cartier	Maple Lane Elementary School	100 Maple Lane	Claymont	19703
8	John Cartier	Lombardy Elementary School	412 Foulk Road	Wilmington	19803
8	John Cartier	Mount Pleasant Elementary School	500 Duncan Road	Wilmington	19809
4	Penrose Hollins	Harlan (David W.) Elementary School	3601 Jefferson Street	Wilmington	19802
8	John Cartier	Claymont Elementary School	3401 Green Street	Claymont	19703
CHRISTINA - 9 schools					
5	Lisa Diller	Brookside Elementary School	800 Marrows Road	Newark	19713
11	Dave Tackett	Keene (William B.) Elementary School	200 LaGrange Avenue	Newark	19702
12	Bill Bell	Leasure (May B.) Elementary School	1015 Church Road	Newark	19702
10	Jea P. Street	Bancroft Elementary/Middle School	700 North Lombard Street	Wilmington	19801
12	Bill Bell	Oberlin (William) Elementary School	500 South Caledonia Way	Bear	19701
5	Lisa Diller	McVey (Joseph M.) Elementary School	908 Janice Drive	Newark	19713
5	Lisa Diller	Brennen School (The)	144 Brennen Drive	Newark	19713

5	Lisa Diller	West Park Place Elementary School	193 West Park Place	Newark	19711
4	Penrose Hollins	Stubbs (Frederick Douglass) Elementary School	1100 North Pine Street	Wilmington	19801
	COLONIAL - 6 schools				
12	Bill Bell	Downie (Carrie) Elementary School	1201 Delaware Street	New Castle	19720
12	Bill Bell	Wilbur (Kathleen H.) Elementary	4050 Wrangle Hill Road	Bear	19701
7	George Smiley	New Castle Elementary School	903 Delaware Street	New Castle	19720
7	George Smiley	Eisenberg (Harry O.) Elementary School	27 Landers Lane	New Castle	19720
7	George Smiley	Wilmington Manor Elementary School	200 East Roosevelt Avenue	New Castle	19720
7	George Smiley	Leach (John G.) School	10 Landers Lane	New Castle	19720
	RED CLAY - 6 schools				
4	Penrose Hollins	Lewis (William C.) Dual Language Elementary Sch	920 North Van Buren Street	Wilmington	19806
1	Kenneth Woods	Richardson Park Elementary School	16 Idella Avenue	Wilmington	19804
1	Kenneth Woods	Baltz (Austin D.) Elementary School	1500 Spruce Avenue	Wilmington	19805
9	Timothy Sheldon	Mote (Anna P.) Elementary School	2110 Edwards Avenue	Wilmington	19808
1	Kenneth Woods	Richey Elementary School	105 East Highland Avenue	Wilmington	19804
1	Kenneth Woods	Richardson Park Learning Center	99 Middleboro Road	Wilmington	19804
	TOTAL SCHOOLS - 29				

REFERENCES

<https://livestream.com/stateofdelaware/events/9755873>

Live Stream with Bethany Hall Long, 7-13-2021

FY22 Final State Budget:

<https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/Domain/511/HB%20250%20-%20FY22%20Operating%20Budget%20Bill.pdf>

Section 181. Section 1 of this Act provides an appropriation to the Department of Health and Social Services, Public Health, Community Health (35-05-20) for School Based Health Centers. Of this amount, \$340.0 shall be used to establish school-based health centers in high needs elementary schools. Centers shall be compliant with 18 Del. C. § 3571G. For purposes of this subsection, high needs elementary schools shall be defined as any elementary school that has greater than 90 percent of its student population classified as low-income, English Learner (EL), or underrepresented minority, or is in the top quartile in three or more of the following: percent low-income students, percent EL students, percent students with disabilities, or percent underrepresented minority students. School-based health centers shall be established at a rate of two per year, contingent on availability of funding, through the Department of Health and Social Services, Division of Public Health. The Department of Education shall provide a list of eligible schools and transfer appropriated funds to the Division of Public Health at the start of each fiscal year. School districts and charter schools that meet the provisions of this subsection but have already established school-based health centers may apply for reimbursement of expenses associated with establishing said health centers. The Secretary of the Department of Health and Social Services, in consultation with the Secretary of Education, may establish and promulgate rules and regulations governing the administration of such reimbursement. Section 182. Section 1 of this Act appropriates funds to the Department of Health and Social Services

Senate Bill 200: FY 2022 State Bond Bill - \$250, 000 allocated for one new elementary school wellness center. (Page A-6)

<https://legis.delaware.gov/BillDetail?LegislationId=79011>

Delaware Legislature HB129 – Sponsor, Kim Williams. A bill to fund elementary school wellness centers in high need schools.

<https://legis.delaware.gov/BillDetail/48500>

Delaware Strategic Plan for SBHC:

[https://dethrives.com/wp-content/uploads/2021/06/SBHC Strategic Plan Final Approved 2 .pdf](https://dethrives.com/wp-content/uploads/2021/06/SBHC%20Strategic%20Plan%20Final%20Approved%202%20.pdf)

Childhood Opportunity Index: <http://new.diversitydatakids.org/child-opportunity-index>

Delaware Kids Count Fact Book, 2021:

<https://www.bidenschool.udel.edu/ccrs/research/kids-count-in-delaware>

<https://www2.ed.gov/about/offices/list/ocr/docs/20210608-impacts-of-covid19.pdf>

<https://www.foxnews.com/us/experts-warn-of-mental-health-epidemic-for-kids-amid-delta-variant-fears>

[https://www.thelancet.com/journals/lanchi/article/PIIS2352-4642\(20\)30109-7/fulltext](https://www.thelancet.com/journals/lanchi/article/PIIS2352-4642(20)30109-7/fulltext)

Appendix C

Summary of ARPA Requirements

Applicants are advised this Project is being funded through federal funds received under the American Rescue Plan Act (“ARPA”), State and Local Fiscal Recovery Funds (“SLFRF”). As such, successful Applicants are subject to additional requirements, restrictions and oversight. Applicants should consider the following:

- All contractors must have a Unique Entity Identifier Number (which has replaced the DUNS number). Please visit: <https://sam.gov/content/duns-uei>. **Funds will not be distributed to a contractor without a UEI.**
- The County has determined that all contractors awarded contracts under this RFP will be contractors, rather than subrecipients, under the Uniform Guidance. Contractors are subject to the provisions of the Office of Management and Budget Guidance for Grants and Agreements (Uniform Guidance), 2 CFR Part 200 applicable to contractors.
- Contractors are not subject to Single Audit requirements under the Uniform Guidance. However, if contractors were deemed subrecipients, they would be subject to the Single Audit requirement for those receiving \$750,000 or more in total federal funds from all sources.
- Contractors must maintain documentation related to their use of SLFRF funds for **five years** from receipt and are subject to monitoring, inspection and audit by the County or its monitoring agent. If contractors are deemed subrecipients, they are subject to subrecipient monitoring under the Uniform Guidance.
- The use of SLFRF funds is also subject to regulations adopted by the U.S. Department of the Treasury (“Treasury”). Those regulations are found at 87 Federal Register 4338-4454 (Jan. 27, 2022) (found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and 31 C.F.R. Part 35. The County has determined that this project is eligible for SLFRF funding under 31 C.F.R. § 35.6(b)(3)(ii)(A)(11)(v). Additionally, Treasury has adopted Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds V.5.0 issued September 20, 2022 (the “Guidance”) (found at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>). The County has determined that this project is eligible for SLFRF funding under expenditure category 2.25 Addressing Educational Disparities: Academic, Social, and Emotional Services as set forth in the Guidance.
- Treasury has issued Terms and Conditions regarding the use of SLFRF funds, some of which apply to contractors and subrecipients, which can be found at: https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf.
- Treasury requires the County to provide regular reporting on the use of SLFRF funds, which may require contractors or subrecipients to collect data or other information and provide that information to the County. **The failure to provide the County with information necessary for SLFRF reporting will be a material breach of any contract awarded under this RFP.**

Appendix D

Detailed Scope of Work

SBHCs function within state and federal laws and established standards of practice, including standing orders or collaborative agreements established by clinical partner(s). State laws governing SBHCs may be found in Title 18, Sections 3365 and 3571G of the Delaware Code, and SBHC regulations adopted by the Division of Public Health (“DPH”) of the Delaware Department of Health and Social Services (“DHSS”) may be found in Title 16, Section 4102 of Delaware’s Administrative Code.

1. The SBHC will be open for services on the agreed-upon dates as specified in the Work Plan, as defined in Section IV below.
2. The clinical partner (Contractor) is responsible for obtaining from DPH a determination that the facility is designated by the State of Delaware as a SBHC.
3. The Service Provider shall enter into a data sharing agreement with the DSBHA and School District to allow for the exchange of information as detailed in this document.
4. Medical services at the SBHC will be provided in accordance with the accepted standards of current medical practice and in conformance with all applicable state and federal laws. The clinical partner 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 SBHC will be consistent in content and format as those utilized by the DPH clinics or clinical partner 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 is not limited to): sports physicals and routine examinations, acute and minor illness care, monitoring chronic disease, 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 school age population (unless otherwise prohibited by local jurisdiction). The School Board may elect to approve the following optional services: diagnosis and treatment of sexually transmitted infections (STIs), reproductive health, and HIV testing and counseling (HIV testing may require additional staff and other medical considerations furnished by the contractor). Collaborative agreements or standing orders will be secured by the contractor within 30 days of the clinic opening and on or before October 15th every year thereafter for the duration of this contract in accordance with best medical practices and any applicable federal, state, or local (i.e., School District) rules, guidelines, and procedures. All Collaborative Agreements, Standing Orders, or other documents or agreements arising out of or in connection with this Section will be furnished to DSBHA and School District upon request.
5. Information and medical records (collectively, “Medical Records”) in possession of SBHCs and their staff belong to the Clinical Partner and are confidential. Disclosure of any Medical Records shall be made only when appropriately and legally authorized. Contractor shall establish a Medical Record for every client who obtains services. Medical Records must be maintained in accordance with all applicable federal and state laws and regulations and accepted Medical Record retention

standards. Medical Records must be complete, legible, accurate, and safeguarded against loss or use by unauthorized persons. All Medical Records, when not in use, should be maintained in locked cabinets. The use of legally compliant electronic health record systems is encouraged.

6. All advertising and materials produced and distributed for the SBHC program will include the School District logo. When the School District logo is used on materials concerning service delivery, the materials must be approved by the School District prior to publication.
7. Any clinical preceptorships, including medical, social work, and nutrition interns in the SBHC must be reviewed and approved by the School administration.
8. The SBHC may have limited hours of operation during summer if deemed appropriate by the School and Contractor. Centers will return to full operations one week prior to the opening of the school year (August). Hours of operation will be posted. Any change in operating hours will be reported to DSBHA and the School District in writing.
9. All key staff will be in place within 30 days of the start of the 2023-24 school year. DSBHA and School District must be notified in writing if all key staff cannot be in place at this time.
10. All staff must undergo a criminal background check as required by law. The Contractor is responsible for maintaining these results on file. Results of the check must be submitted to the School District upon request.
11. Curricula vitae/resumes for new staff members and/or subcontractors must be submitted to the School District upon request. DSBHA and School Districts reserve the right to veto staff hiring decisions if the potential employee's credentials do not meet the stated minimum requirements for that job classification. DSBHA and the School District must be notified in writing within 10 business days of critical staff vacancies and submit a written interim plan to address service delivery.
12. Staffing models will support third-party billing and DPH code requirements. Each Contractor must provide written description of the following items:
 - a. days and specific hours of operation and staff hours for each center during the school year and during the summer;
 - b. a detailed scope of services;
 - c. a list any subcontractor services including days and hours of staff for the school year and for the summer if applicable;
 - d. provide Center Coordinator oversight, direction, and administration for the SBHC;
 - e. Center Coordinator must provide a regular presence within the SBHC and provide posted hours;
 - f. Administrative support sufficient to meet the administrative and data entry needs of the SBHC's operations;
 - g. There must be at least one health provider (PA, APN, LPC, LPCMPH, NP, LCSW, etc.) at the SBHC during regularly scheduled hours (during the school year). Services shall include but are not limited to: support of the school nurse,

stabilization and assessment of acute cases, telehealth services, laboratory services, physicals and immunizations, which will be provided in a legally sound, medically correct way for the appropriate administration of such immunizations.

- h. Contractor must provide a fully accredited Delaware Licensed Clinical Social Worker or other licensed mental health provider to work on site during the student school day at the SBHC. Services shall include but are not limited to individual and group counseling services, home visits, referrals, development of prevention strategies, assessment and evaluations.
 - i. Deviations from the above requirements must be approved by DSBHA and the School District.
13. The Contractor (clinical partner) must conduct an annual satisfaction survey, beginning in school year 2024 and thereafter using a sample of students, parents and/or School staff and report written findings to the DSBHA and School District.
14. A Policy and Procedures Manual (“Manual”) will be developed by the Contractor with annual updates and forwarded to the DSBHA and School District on or before September 1st of each year. The Manual shall include, but shall not be limited to, appropriate policies and procedures 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 Contractor responsibility for communicating with parents regarding financial liability for services;
 - h. Policy on writing off bad debt related to SBHCs (including statements that no family shall be sent to collections for unpaid SBHC 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; and
 - k. Billing, reporting billing data, and retaining revenue procedures.

Each policy and procedure in the Manual shall be consistent with all applicable state and federal laws and regulations, , current standards of practice and third-party billing mandates. New sites must submit the initial Policy and Procedures Manual within 60 days after the Contract is finalized.

15. SBHC staff shall attend operational meetings as deemed appropriate by School Districts. Participation in relevant educational activities offered by DPH and Delaware Department of Education (“DOE”) are encouraged.

16. The Contractor's administrator for each SBHC will meet at least four times during the school year with each School's principal and/or designees to review SBHC operations

and clarify expectations. Written reports of these meetings shall be submitted to DSBHA and School District within 10 days of the meeting.

17. The centers must submit a minimum standardized data set. The monthly report is due on or before the 15th of each month. Quarterly sample clinical chart reviews are due on or before the 15th of the month following the end of the quarter. A six-month narrative progress report is due on or before February 15th. The progress report should provide an overview on how health care services are coordinated through the SBHC and give major operational, enrollment, visit and program updates. The report should also identify the center challenges encountered during the period with providing third-party billing and make recommendations on how to improve the process. In addition, the narrative should describe how the SBHC 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 is due on or before July 31st.
18. A monthly report of the following information must be submitted to DSBHA. Data shall be reported by site:
 - a. Percentage of student population enrolled in the SBHC;
 - b. Number of unduplicated SBHC users;
 - c. Number of overall center visits, including:
 1. the number of visits with the behavioral health provider at the SBHC during the school year; and
 2. the number of visits with the physical health provider at the SBHC during the school year;
 - d. Number of diagnoses by type at the SBHC during the school year:
 1. Asthma, including:
 - i. Number of students who have been diagnosed with persistent mild, moderate or severe asthma; and
 - ii. Number of patients screened for asthma;
 - e. Immunizations, including:
 1. Number of students whose immunizations are up to date;
 2. Number of students who need immunizations;
 3. Counts of missing immunizations by type;
 4. Number of immunizations given by the SBHC during the school year; and
 5. Counts of immunizations given by type during the school year;
 - f. Primary Care Provider (PCP) information, including:
 1. Number of students who have a PCP;
 2. Number of students the SBHC referred to a PCP during the school year; and
 3. Number of students who become connected to a PCP during the school year;
 - g. Attendance, including the number of students during the school year with:

1. Absent excused;
 2. Absent unexcused;
 3. Early dismissal;
 4. Homebound;
 5. Tardy unexcused; and
 6. Tardy Excused;
- h. Behavior, including the number of students during the school year with:
1. Suspensions;
 2. Expulsions; and
 3. Office Referrals;
- i. Academics, including the number of students during the school year who:
1. are obtaining passing grades;
 2. are not obtaining passing grades;
- j. Percentage of unduplicated SBHC clients who had at least one comprehensive well-care visit with a primary care practitioner during the school year, regardless of where the exam was provided, including documentation of :
1. health and developmental history;
 2. physical exam;
 3. health education/anticipatory guidance;
- k. Percentage of unduplicated SBHC clients with at least one age-appropriate annual risk assessment during the school year;
- l. Percentage of unduplicated SBHC clients with documentation of the following at least once during the school year, including:
1. BMI percentile;
 2. Counseling for nutrition; and
 3. Counseling for physical activity;
- m. Percentage of unduplicated SBHC clients with BMI >85th percentile with documentation of the following at least once during the school year:
1. BMI percentile;
 2. Counseling for nutrition; and
 3. Counseling for physical activity;
- n. Percentage of unduplicated SBHC clients aged <12 years with documentation of the following at least once during the school year:
1. Screened for clinical depression using an age-appropriate standardized tool; and
 2. Follow-up plan documented if positive screen;

19. Copies of all aggregate reports, completed contracts, proposals, policy and procedure manuals, staff resumes, etc., will be available to each School and school board upon request.
20. Quality assurance will be performed periodically to ensure compliance with contractual obligations.
21. Services under the Contract may be terminated by the School District in the event a school board recommends the closure of a SBHC at a specific location.
22. Annual budgets must be submitted on or before September 1st for the upcoming school year.
23. Line-item budget changes of 10% or more shall be submitted to the DSBHA for approval. The contractor's annual audit shall be made available to DSBHA and the County. DSBHA and the County will have access to financial records as requested. DSBHA and the County reserves the right to require an audit if deemed necessary.
24. The Contractor shall provide all supplies and materials required to operate the SBHC.
25. The Contractor shall present a quarterly invoice (combined for all sites served) for payment to DSBHA. All expenses are to be recorded by categories, i.e., salaries, supplies, contracted, etc. DSBHA will use its best efforts to make payment within 30 days. Contract number and purchase order number must be indicated on the invoice. The invoice shall be on Contractor's letterhead and shall contain an original signature and title of the designated official authorized to submit invoices.
26. Final year end expenditure reports by School shall be submitted to the DSBHA 30 days after the close of the contract period.
27. Payment(s) obtained for services through third-party billing shall belong to the Contractor. Contractors are responsible for negotiating covered services and payment amount with third-party payors.
28. The Contractor shall provide consent forms as part of the registration process for students to receive services. With regard to those services requiring School Board approval, including but not limited to those services described in Section III(B)(4) above, Service Provider shall provide such services only upon the prior approval by such School Board.
29. The addition of any services and/or change in the service mix beyond those initially implemented must be approved by the School District.
30. All deliverables and the Contractor's response to the RFP are a part of the final Contract. Continuation of the Contract(s) 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.
31. DSBHA, School Districts, and Contractor shall ensure compliance with all applicable reporting and review requirements, including but not limited to the ARPA requirements as further described in Appendix C and any review required by New Castle County or its subrecipient monitoring agent.

Appendix E

Insurance Requirements

Workers' Compensation & Employer's Liability Insurance

Vendor shall purchase and keep in force and effect workers' compensation insurance that will provide the applicable statutory benefits for all of the vendor's employees who may or do suffer covered injuries or diseases while involved in the performance of their work for the Vendor; and, even if permitted to do so by statute, Vendor shall not reject any workers' compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees. The policy providing the workers' compensation insurance shall include: (1) broad form all-states coverage; (2) an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Vendor shall purchase and keep in force and effect, Employer's Liability insurance with minimum limits for each employee of \$1,000,000 for each bodily injury by accident, or occupational disease, and \$1,000,000 aggregate minimum limits for all bodily injuries by accidents and occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

Automobile and General Liability Insurance

Vendor shall purchase: (1) motor vehicle liability coverage, for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of Vendor's performance of work for New Castle County, (2) comprehensive Commercial General Liability (CGL) insurance with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The CGL policy shall be extended by endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by Vendor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability providing coverage in connection with such portion of the Services being subcontracted prior to any of the Services being subcontracted, in accordance with the terms and conditions of this Agreement, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertiser's Liability, (e) products and completed operations.

Professional Liability Insurance

Each vendor of professional services for whom this provision is applicable shall provide \$3,000,000 annual aggregate. All insurance required under this contract except workers' compensation, employer's liability, and professional liability (if applicable) shall be provided on a policy(s) that specifically names New Castle County, its officials and employees as additional insureds. Each policy shall provide an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Each policy shall be endorsed to require the insurer to give New Castle County at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or

reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.

Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best agency with "Stable" outlook.

Any change in this rating or outlook must be related to New Castle County by the Vendor or insurance carrier as soon as possible upon learning of same, and the Vendor shall use due diligence with its insurance broker or carrier to keep track of same.

All insurance required under this contract except workers' compensation, employer's liability and professional liability shall expressly provide that such insurance shall be primary insurance, and any similar insurance in the name of Vendor shall be excess and non-contributing.

Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.