



STATE OF DELAWARE  
**Department of Health and Social Services**  
Division of Long Term Care Residents Protection

April 10, 2017

ISSUED BY: Mary E. Peterson  
Division Director  
(302) 421-7410

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO HSS16039**  
**Certified Nurse Aide Competency Evaluation Program and Certified Nurse**  
**Aide Registry Services**

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## **KEY CONTRACT INFORMATION**

### **1. CONTRACT PERIOD**

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Each contractor's contract shall be valid for a one (1) period from January 2, 2017 to December 31, 2017. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **2. VENDORS**

**Prometric Inc.  
1501 South Clinton Street  
Baltimore, MD 21224**

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### **3. SHIPPING TERMS**

N/A

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### **4. DELIVERY AND PICKUP**

N/A

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### **5. PRICING**

Zero (0) cost to the State in this Professional Services Agreement

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## **ADDITIONAL TERMS AND CONDITIONS**

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### **6. BILLING**

The State will not be billed under this Professional Services Agreement.

### **7. PAYMENT**

There is no payment due from the State

### **8. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Division of Long Term Care Residents Protection to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **9. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their

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orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **10. PURCHASE ORDERS**

There will be no purchase orders under this Professional Services Agreement.

## **11. REQUIREMENTS**

### **General Requirements**

- A. Contractor shall comply with all provisions of state and federal laws, rules, regulations, policies, and guidelines as indicated, amended or modified that govern performance of the services.
- B. The curriculum adopted by the Delaware Division of LTC Residents Protection (Client) shall be the curriculum used in all NATCEPs in Delaware.
- C. Contractor may be required to meet annually with the Client and other key stakeholders.
- D. Contractor shall work directly with the schools and testing sites throughout Delaware.

### **Applications and Registration**

- A. Contractor shall implement an application and registry process that includes verification of a candidate's eligibility for competency evaluation testing based upon the Client's requirements for certified nurse aide (CNA) training and competency evaluation and in compliance with 42 CFR § 483.154.
- B. Contractor shall notify candidates in advance of testing that a record of successful completion of the evaluation will be included in the Delaware Nurse Aide Registry (NAR) and that this information is available to the public.

### **Testing**

- A. Contractor shall provide web-based written and oral CNA tests to multiple testing sites secured by Contractor throughout Delaware. Tests shall be offered in at least two (2) locations in each of the three (3) counties in Delaware each month. Tests shall be administered at a combination of regional and approved "in-facility" locations.
- B. Contractor shall administer a Client-approved written component of the nurse aide competency evaluation in compliance with 42 CFR § 483.154.
- C. Contractor shall administer an oral exam for candidates who elect an oral exam rather than a written one as required at 42 CFR § 483.154(b). The Contractor shall provide a prerecorded oral exam that is delivered in a neutral tone.
- D. Contractor shall utilize a minimum of three (3) active versions of the written test, with each equated to ensure comparable difficulty.
- E. Contractor shall evaluate the effectiveness of the CNA test questions using accepted psychometric principles.
- F. Contractor shall review and edit the test questions and add new items on an ongoing basis to ensure a sufficient pool of test items at all times. All test questions, answer choices, and instructions are to be at a fourth to sixth grade reading level.
- G. Contractor shall maintain a process for randomly selecting which CNA written/oral exams will be given.
- H. Contractor shall administer a Client-approved clinical examination in compliance with 42 CFR §

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483.154.

- I. Contractor shall administer randomly-assigned clinical skills exam forms that include five (5) unique skills. All forms shall include Handwashing, Indirect Care, and 3 additional psychomotor skills.
- J. Contractor shall utilize Registered Nurses (RNs) with at least two (2) years of experience, including one (1) year in long term care, as Nurse Aide Evaluators (NAEs) to administer the clinical skills exams.
- K. Contractor shall utilize a Registered Nurse to train the NAEs in the proper administration of the clinical skills exams.
- L. Contractor shall implement a process for unsuccessful candidates to retest when necessary.

**Post Testing**

- A. Contractor shall score oral and written competency evaluation and provide written score report to the nurse aide candidate within three (3) business days of the exam, including areas not successfully completed.
- B. Contractor shall ensure that candidates who successfully complete the competency evaluation must be included in the nurse aide registry within three (3) business days.

**Certified Nurse Aide Registry**

Contractor shall provide and maintain an internet based, secure CNA registry that meets the requirements set forth in 42 CFR § 483.156 as well as the Terms and Conditions Template referenced in this document in Appendix C, and includes, but is not limited to:

- A. The names of all individuals in Delaware who have passed the approved skills and written CNA test
- B. A system for documenting findings of resident abuse, neglect, mistreatment, or misappropriation of resident property
- C. 24/7 internet access to the public portions of the registry
- D. Provide structured Registry search and data transmission functions through a published web service that interacts with the Division's existing Background Check Center web application.
- E. Securely deliver to the Division, on a monthly basis, a Microsoft Excel spreadsheet containing the following data elements, where they are on record, for each current and past CNA Certificate holder:

First Name, Middle Name, Last Name, Mail Address Line1, Mail Address Line2, Mail Address Line3, Mail City, Mail State, Mail Postal Code, Date Of Birth, Daytime Phone, Evening Phone, Certificate ID, Cert Period Start Date, Cert Period End Date, Original Cert Date, Email Address, Employer Name

**Renewals**

- A. Contractor shall mail renewal letters to active CNAs approximately 45 days prior to the certification expiration date.
- B. Contractor shall provide an option for on-line certification renewal for CNAs employed by Medicare-certified health care providers.

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For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

**12. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete

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this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

**16.** If required, identify additional key items and conditions – or – delete this line entry