

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
CONGREGATE & HOME DELIVERED NUTRITION
ISSUED BY DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES
CONTRACT NUMBER HSS-17-051**

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I. Overview

The State of Delaware Department of Health & Social Services, Division of Services for Aging & Adults with Physical Disabilities, seeks professional services to provide Congregate & Home Delivered Nutrition. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: <u>November 20, 2017</u>
Deadline for Questions	Date: <u>December 6, 2017</u>
Pre-Bid Meeting	Date: December 13, 2017 @ 11:45 AM (Local Time)
Response to Questions Posted by:	Date: <u>January 10, 2018</u>
Deadline for Receipt of Proposals	Date: <u>March 2, 2018</u> at 11:00 AM (Local Time)
Estimated Notification of Award	Date: <u>April 30, 2018</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

NON-MANDATORY PRE-BID MEETING:

A non-mandatory pre-bid meeting has been scheduled for Wednesday, December 13, 2017 @ 11:45 am at Delaware Health & Social Services, Herman M. Holloway Sr. Campus, Main Administration Building, Sullivan Street, First Floor Conference Room #198, 1901 N. DuPont Highway, New Castle, DE. 19702.

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II. Scope of Services

Please see Appendix B & C – Service Specifications

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the Service Specifications – Appendix B and/or C.
Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. 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 the bid solicitation, Section D, Item 7, subsection g (insurance).

B. General Evaluation Requirements

1. Expertise in requested services (Corporate Qualifications)
2. Capacity to meet Service Specification requirements (Work Plan)
3. Organizational Chart (Project Staffing & Organization)
4. Cost Analysis (Budget Proposal)

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors 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.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Franklin Jones – franklin.jones@state.de.us
Delaware Department of Health and Social Services
Division of Services for Aging & Adults with Physical Disabilities
1901 North DuPont Highway, New Castle, DE 19720

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To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. 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.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. 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;
- b. 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;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

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2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and four (4) electronic copy on CD or DVD media disk, or USB memory drive.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on March 2, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Kimberly Jones
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street Room 257
1901 North DuPont Highway, New Castle, DE 19720

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS-17-051” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through September 30, 2019. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

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7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed

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unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The

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State will make contract payments only to the awarded vendor. Payments to any subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **December 6, 2017**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **January 10, 2018**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number - Paragraph number - Page number - Text of passage being questioned
Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

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16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

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23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ [6981](#) and [6982](#). Professional services for this solicitation are considered under 29 Del. C. §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the

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DSAAPD Division Director, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- 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.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §[6986](#). Such selection will be based on the following criteria:

Criteria Weight

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:

Criteria	Weight
Corporate Qualifications Describe the organization's expertise in area of the proposed project, and experience in operating any similar projects. A summary of similar current and completed projects should be included.	15
Work Plan This section must explain your approach for operating a program, which meets the Service Specifications Appendix B & C). At a minimum, the Work Plan description must provide information, which describes how you will meet the criteria listed in the Services Specification requirements (Appendix B & C) for each of the following areas: <ol style="list-style-type: none">1. Service Area (geographical)2. Describe how you plan to meet the <u>Service Standards</u> of the Program Service Specifications.	50

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Criteria	Weight
<p>(Section 7.0 of Appendix B & C)</p> <p>3. Describe agency's internal program evaluation and monitoring process.</p> <p>Proposals will be evaluated by the soundness of the bidder's proposed approach to operating the program. Emphasis will be given to the comprehensiveness of the bidder's understanding of the tasks to be completed and the methodologies to be used.</p>	
<p>Program Staffing</p> <p>For this section, the following areas must be addressed:</p> <ul style="list-style-type: none"> Identify the staff involved in the project, including identification of the bidder's project manager. The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. Summarize their qualifications related to specific requirements of this project. Resumes of professional staff must be included. Please redact private identifiers such as home addresses, home phones, and social security numbers. Job descriptions for all project staff must be included. Descriptions must include the hours the staff person works each week and the number of hours assigned to this program each week. A Program Organizational Chart must be included. If you operate more than one program, also include an Agency Organizational Chart showing the line of authority. <p>Program Staffing (cont'd)</p> <p>The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.</p> <p>If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor. Additional <u>Staffing Requirements</u> are documented in Section 7.39 of Appendix B & Section 7.42 of Appendix C. These requirements must be addressed in the Program Staffing criteria section of the RFP bid.</p>	25
<p>Budget Workbook/Proposal</p> <p>Complete the budget workbook (Appendix D) according to the instruction provided. The Methodology of Unit Cost Breakdown section of the Budget Workbook is intended to more fully explain items and costs associated with the Unit Cost charged to the Total Unit</p>	10

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Criteria	Weight
<p>Cost. Every effort should be made to supply a clear, concise, and accurate budget. Some of the general topics that should be addressed include, but are not limited to:</p> <ul style="list-style-type: none"> • Justification should be given for unit costs based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used. • It is important that the bidder provide <u>any information</u> that may help reviewers understand items in the budget. • The contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in the Request for Proposal. <p>NOTE: The Budget must be submitted in the original EXCEL format.</p>	
Total	100%

Bidders must circle Yes or No to the following questions and include the answers in their response.	
1) Does the bidder have a Supplier Diversity plan currently in place?	Yes / No
2) Does the bidder have any diverse sub- contractors as outlined in Attachment 8 Tier II Sub-contractors?	Yes / No
3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.	Yes / No
Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.	

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

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5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for one (1) year with four (4) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other

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applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

5. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP 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.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

7. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor,

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its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

8. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

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c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Franklin Jones
Herman M. Holloway Sr. Health & Social Services Campus
1901 N. DuPont Highway, New Castle, DE. 19720
Franklin.jones@state.de.us

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs,

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expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.

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- i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
- c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
 - i. 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.
 - ii. Automotive Property Damage (to others) - \$25,000
- 4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The State of Delaware shall not be named as an additional insured.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- h. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
- i. BID BOND**

There is no Bid Bond Requirement.
- j. PERFORMANCE BOND**

There is no Performance Bond requirement.
- k. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.
- l. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system

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acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

o. Dispute Resolution

At the option of, and in the manner prescribed by Delaware Health and Social Services (DHSS), 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.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, DHSS 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 DHSS, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of DHSS, to the Delaware Health and Social Services Director, for final and binding arbitration. DHSS 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.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Division of Services for Aging & Adults with Physical Disabilities.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective

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date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the 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. This is not a termination for convenience and will not be converted to such.

q. Non-discrimination

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.

r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Division of Services for Aging & Adults with Physical Disabilities.

u. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

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Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

x. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

y. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

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The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

bb. 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.

cc. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the 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.

dd. Scope of Agreement

If the scope of any provision of the contract is determined to be 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 contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

ee. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

ff. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor.

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Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

gg. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-17-051** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
12. **Purchase Card** – The State of Delaware intends to maximize the use of the 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.
13. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference

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to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Appendix A – Minimum Response Requirements
- Appendix B – Service Specifications – Congregate Nutrition service
- Appendix C – Service Specification – Home Delivered Nutrition service
- Appendix D1 – Budget Workbook, Congregate Nutrition
- Appendix D2- Budget Workbook, Home Delivered Nutrition

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to brian.bayley@state.de.us with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **HSS-17-051** Contract Title: **Congregate & Home Delivered Nutrition**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document.
Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the
manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

CONTRACT NO.: HSS-17-051
CONTRACT TITLE: Congregate & Home Delivered Nutrition
DEADLINE TO RESPOND: March 2, 2018 at 11:00 AM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Division of Services for Aging & Adults with Physical Disabilities

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Services for Aging & Adults with Physical Disabilities

COMPANY NAME _____ Check one)
NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 3

EXCEPTION FORM

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Attachment 4

Contract No. **HSS-17-051**
Contract Title: **Congregate & Home Delivered Nutrition**

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 5

Contract No. **HSS-17-051**
Contract Title: **Congregate & Home Delivered Nutrition**

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-17-051	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	<div style="display: flex; justify-content: space-between;"> <div>4d. Women Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4e. Minority Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4f. Disadvantaged Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4g. Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4h. Service Disabled Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div>	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

Attachment 7

State of Delaware - Monthly Usage Report

Contract Number / Title:

E-mail report to **vendorusage@state.de.us** no later than the 15th of each month for prior calendar month usage

Supplier Name: _____
Contact Name: _____
Contact Phone: _____

State Contract Item Sales	\$	-
Non-State Contract Item Sales	\$	-
Total Sales	\$	-

Report Start Date: _____
Report End Date: _____
Today's Date: _____

[illegible]

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:


1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include the appropriate Budget Workbook. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**. All other copies may have reproduced or copied signatures – Form must be included.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Four (4) electronic copies of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of the Budget Workbook(s) must be submitted in and EXCEL format. Each electronic copy must be on a separate computer disk or media.

Appendix B – SERVICE SPECIFICATIONS – Congregate Nutrition

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Congregate Nutrition Services Specifications</p>
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1.0 SERVICE DEFINITION

- 1.1 Congregate Nutrition Services are provided to:
 - (1) reduce hunger and food insecurity;
 - (2) promote socialization of older individuals; and
 - (3) promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.
- 1.2 Congregate Nutrition Services include food/nutrient delivery, nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants. Though nutrient delivery (i.e., meals) is a form of nutrition intervention, for the purposes of DSAAPD Congregate Nutrition Services, “meals” are distinguished from other allowable intervention services as follows:
 - 1.2.1 Congregate Nutrition is a food/nutrient delivery service that provides nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).
<http://www.health.gov/dietaryguidelines/>
 - 1.2.2 Nutrition Intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics “Snapshot of Nutrition Intervention.” <http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf> Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual. <https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

- 2.1 **Meal Unit** - The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA)

and nutrition program guidelines established by DSAAPD (See Attachment A).
<http://www.health.gov/dietaryguidelines/>.

Approved Meal Unit Types

- 2.1.1 **Meal** – a meal that meets the Section 2.1 definition above. For budgeting purposes, this can be further budgeted as Breakfast Meal / Mid-Day Meal / Dinner Meal.
 - 2.1.2 **Medical Food** - Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed dietitian/nutritionist. See <http://www.dpr.delaware.gov/boards/dietitians/newlicense.shtml> (hereafter referred to as **dietitian**). Written MD approval is required. At least 2 of the approved products must be available to participants (refer to DSAAPD Policy on Medical Foods to Congregate Nutrition Participants – Policy X-V-3). Assessment and follow-up by a dietitian is required.
 - 2.1.3 **Modified and Therapeutic Meal** – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician’s diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.
- 2.2 **Nutrition Intervention** services will be incorporated into the meal unit cost and will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.
- 2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).
 - 2.2.2 Nutrition screenings are provided annually for each meal participant (See 7.16).
 - 2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.16 and 7.23).
 - 2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.
 - 2.2.5 Information and referral services must be made available to congregate nutrition services clients including services outlined in Sections 7.6 and 7.8.
 - 2.2.6 Group nutrition education services are provided to promote the health and well-being of older individuals and are reported to DSAAPD (See 7.7).

- 2.3 Other activities that support congregate nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development. These costs should be absorbed into the allowable meal unit cost (section 2.1)

3.0 SERVICE GOAL

- 3.1 To promote better health and well-being among older individuals through improved nutrition.
- 3.2 To avoid unnecessary institutionalization.
- 3.3 To promote socialization of older individuals.
- 3.4 To provide at least one hot or other appropriate meal per day in a congregate setting at least once a day, five or more days per week, to the maximum extent possible.

4.0 SERVICE AREA

- 4.1 Services are available to all eligible residents of the State of Delaware.
- 4.2 Providers are permitted to apply to serve sub-areas within the state.

5.0 SERVICE LOCATION

- 5.1 The congregate meals are served in nutrition sites, which may be located in senior centers, churches, schools, community centers, and other public and private facilities under the supervision of a congregate meal provider.
 - 5.1.1 Congregate nutrition sites will be open at least five days a week.
 - 5.1.2 The provider's Program Director will be responsible for ensuring congregate sites are available and appropriate to meet the needs of participants

6.0 ELIGIBILITY

- 6.1 Congregate Nutrition Services will be made available to persons age 60 and over.
- 6.2 Congregate meals will be made available to spouses of eligible persons regardless of the age of spouse; the age-eligible participant must be a registered participant of the program. For Congregate meals, "Eligible individuals" include persons providing designated volunteer services during the meal hours.
- 6.3 Congregate Meals may be made available to individuals with disabilities under age 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage). (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-2.)
- 6.4 Congregate meals may be made available to individuals with disabilities under age 60 who reside in non-institutional households with a person eligible for congregate meals and accompany that person (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-1.)

- 6.5 In conducting marketing activities related to this service, providers must pay particular attention to reaching low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

7.0 SERVICE STANDARDS

- 7.1 The provider must develop and maintain policies and procedures pertaining to the delivery of Congregate Nutrition services.
- 7.2 All meal sites must be approved by the appropriate Public Health and Fire officials. State and local fire, health, sanitation, and safety regulations must be adhered to by the Nutrition program providers. Meal site programs must maintain current files of the appropriate certifications and/or visitation reports for each site under their management.
- 7.3 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.3.1 Fiscal Management
 - 7.3.2 Food Service Management
 - 7.3.3 Safety and Sanitation
 - 7.3.4 Staff Responsibilities
- 7.4 Eligibility determination for Congregate Nutrition Services applicants must be based on the criteria presented in section 6.0.
- 7.5 Congregate meals must be made available at least five (5) days per week, allowing adequate time for participants to eat and enjoy a leisurely meal, social contact, and to take advantage of other services at the center, which may include supportive, educational and/or recreational activities.
- 7.6 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>
- 7.7 Providers must make available outreach and nutrition education and/or counseling and provide monthly documentation to DSAAPD using the Congregate Nutrition Services Monthly Report (Attachment G) along with the monthly invoice.
- 7.8 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
- 7.9 Outreach must be conducted as necessary to reach the target population (See 6.5).
- 7.10 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.
- 7.11 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.12 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed annually by the DSAAPD subcontracted dietitian.
- 7.13 Providers must maintain service records, including names of participants and date(s) of service.
- 7.14 Providers must verify and document the age of participants.

- 7.15 All site staff and volunteers must be fully trained, qualified and background checked per provider's policy to assure the safety of all program participants.
- 7.16 Providers must attempt to conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (Attachment E) derived from <http://nutritionandaging.org/wp-content/uploads/2017/01/DetermineNutritionChecklist.pdf>
Participants identified as "high-risk" must be referred to the provider dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian. Note: All attempts to conduct the screening must be documented on a DETERMINE Nutrition Screening Tool form with as much information as possible including, at a minimum, participant's name, the date the screening was performed (attempted), and either the top portion of the form completed with as much information as possible or the indicator selected that the participant declined to answer.
- 7.17 All staff and guests under age 60 are allowed to participate in the meal program, unless the site has a waiting list, and are required to pay the full cost of the meal.
- 7.18 Personnel and volunteers associated with the service must be trained in and adhere to the most recent FDA Food Code specifications for food safety, including temperature control of foods, as well as fire safety and basic first aid, particularly in dealing with choking and coronary events.
- 7.19 When meal service is subcontracted, the provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
- 7.20 When the meal service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
- 7.21 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty (60) days of the beginning of the contract year.
- 7.22 The Provider must maintain adequate storage practices, inventory control of USDA commodities and insure that its use is in conformance with the requirements of USDA.
- 7.23 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis for both the Congregate Nutrition service and the Nutrition Intervention (Nutrition Counseling) service using the DSAAPD provided NAPIS Reporting Template (CF-049)
- 7.24 Providers can offer medical foods to supplement the meal currently provided, if medically indicated. Older American Act funds can be used to purchase medical foods, however, must be served with the meal, and together will count as one meal. Written MD approval is required. At least two (2) of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods to Congregate Nutrition Participants – Policy X-V-3). Assessment and follow-up by a dietitian is required.
- 7.25 Providers must develop a cycle menu.
- 7.26 The provider's dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15% for DSAAPD selected nutrients) as well as menu

- guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption. (Attachment C).
- 7.27 Excess food may not be saved and re-combined into meals served to participants. Re-combined foods are not a reimbursable meal.
 - 7.28 The applicable food standards are described and hereby attached (Attachment B).
 - 7.29 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
 - 7.30 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
 - 7.31 Foods prepared or canned in the home or in an uninspected facility may not be used for meals. Only commercially prepared canned foods may be used.
 - 7.32 Congregate Meal Service must be provided in a suitable facility which meets the following criteria established by DSAAPD:
 - 7.32.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.32.2 The site must have a pleasant environment and adequate lighting.
 - 7.32.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.32.4 The site must make special provisions as necessary for the service of meals to eligible individuals with disabilities who have limited mobility.
 - 7.32.5 The site must be available for a minimum of four (4) hours daily.
 - 7.32.6 The site manager, as advised by the Program Director, must have a plan of operation, describing coordination with other community resources and programs.
 - 7.32.7 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
 - 7.32.8 Sites serving more than 15 meals must have a Site Manager, paid, volunteer or in-kind. This person is responsible for site operations relating to the nutrition program.
 - 7.33 The specific role of the sponsor in the nutrition site must be defined by the Provider through written agreement.
 - 7.34 Sponsorship should include a minimum of the following standards:
 - 7.34.1 Provide office/desk space and telephone for the use of the site manager.
 - 7.34.2 Provide utilities and custodial service.
 - 7.34.3 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.34.4 Provide use of service and dining area for the distribution of meals.
 - 7.34.5 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.34.6 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.
 - 7.35 An annual plan must be submitted to DSAAPD by mid-April on projected growth and any modifications in existing meal services for the coming year. Current demographic data must support the plan.
 - 7.36 A nutrition provider shall require, that all vendors immediately alert the provider in the event of a product recall, which may impact the food served by their program.

Upon receiving notification of a food recall, the nutrition provider will immediately notify DSAAPD staff.

7.36.1 The nutrition provider will make reasonable effort to avoid any food product contamination by following the most recent Delaware Food Code and other safe food handling and delivery practices. In the event of a suspected problem, the nutrition provider will report and cooperate fully with DSAAPD and the state health department.

Prohibited activities

- 7.37 For purposes of the DSAAPD planning and reimbursement, Congregate Meal Service may not include any of the following components:
 - 7.37.1 Providing meals to ineligible persons.
 - 7.37.2 Providing financial, legal, or other similar service or advice (except for referral to qualified agencies or programs).
 - 7.37.3 Denying services to eligible persons because of his/her inability or failure to contribute to the cost of meals.
 - 7.37.4 Providing a take-out meal in addition to a regular meal.
- 7.38 With the exception of fresh fruit and DSAAPD approved meals, absolutely no food or beverage is to be removed from any congregate nutrition site by any guest, participant, or staff member. Furthermore, each program has the option of further extending this policy to cover the removal of fresh fruit from the sites if so desired.

Staffing Requirements

- 7.39 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.40 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
- 7.41 If the agency is directly responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or experience. Educational requirements include a degree in Foods and Nutrition, Food Service or Hotel and Restaurant Management or a minimum of three (3) years' experience managing food service production.

8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD utilizing Invoicing Workbook (IW-Congregate Nutrition), pursuant to the [DSAAPD Policy Manual for Contracts](#), Policy Number X-Q, and Invoicing.
- 8.2 For the annual Invoice Review, the provider must provide the following information with the submitted invoice. All information must be provided in an email to DSAAPD through the use of Adobe or Microsoft office based software. All supporting documentation must be sent via secure email.

Service Units - Title III

8.2.1 Service Units – The Provider must supply supporting documentation for the service units charged for the selected month of the Invoice Review. These records must indicate:

8.2.1.1 Participant served

8.2.1.2 Service Units provided including the dates of service.

Program Income – Title III

8.2.2 Program Income – The provider must supply supporting documentation for all Program Income collected for the invoice period in question. This supporting documentation must be provided in at least one of the following forms:

8.2.2.1 Copies of participant checks, or other proof of payment (with all bank account information redacted).

8.2.2.2 Copy of financial statement (proving the deposit of the program income total for the invoice period in question).

8.2.2.3 Copy of provider financial software (if applicable) printout showing the transaction of the program income total in question.

9.0 PROGRAM INCOME

- 9.1 Participants, family members, and/or caregivers must be informed of the cost of providing the service and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 9.2 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 9.3 Program Income must be accounted for in full, and reported on the assigned DSAAPD Invoicing Workbook.
- 9.4 Providers must have procedures in place to:
 - 9.4.1 Inform applicants, family members and/or caregivers of the cost of providing congregate meals and offer them the opportunity to make a voluntary contribution.
 - 9.4.2 Protect their privacy with respect to the contribution.
 - 9.4.3 Safeguard and account for all contributions.
 - 9.4.4 Use the contributions to expand services.

APPENDIX B - Attachment A – Congregate Nutrition

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis software.

* The chart below defines recommendations per the 2015 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Varied Protein	Encouraged use of seafood and plant-based protein alternatives

** DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat and sodium.

*** If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format.

Condiments need not be included in analysis, so long as they are served on the side and not mixed in with food components of the meal.

APPENDIX B - Attachment B - Congregate Nutrition

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. Meat – only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals and be sound, sanitary and free of objectionable odors or signs of deterioration upon delivery. Meats for dry heat cooking must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood – when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs – U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders – soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables – must be of good quality (USDA#1) relatively free of bruises and defects. Locally grown produce is encouraged from GAP certified providers. <https://www.ams.usda.gov/services/auditing/gap-ghp>
 - f. Canned and Frozen Fruits and Vegetables – Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products – USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.

Note: combinations of protein foods can be used to serve the ≥ 3.0 oz. requirement.

APPENDIX B - Attachment C - Congregate Nutrition

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICE**

Signature of Dietitian _____

Registration Number _____

Print Name _____

Contact Phone Number/Email _____

Address _____

Nutrition Program Director _____

Contact Phone Number/Email _____

Address _____

1. This menu must consist minimally of a four (4) week cycle of regular diet meals and must be representative of the current six month period. Attach cycle menu, menu as served (if different), weekly nutrient average, daily nutrient analysis.

2. For those participants requiring menu modifications for health reasons (including those with diabetes, hypertension, heart disease, etc.), modified diets can be provided in accordance with established regulations. Modified diet menus must be reviewed and approved by the dietitian. Please indicate those modified diets which are provided.

APPENDIX B - Attachment D - Congregate Nutrition

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEAL UNITS (EXCLUDING BREAKFAST MEALS)

Menu Format

1. Meat and meat substitutes: ≥ 3 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) ounce requirement.
 - The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.
 - The use of low-sodium products is also encouraged, in order to control the total sodium content of the meal.
2. Enriched bread and grain products: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, $1\frac{1}{4}$ cups cottage cheese, $1\frac{1}{2}$ oz. natural or 2 oz. processed cheese, $1\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to food preferences or intolerances.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
4. Fruit and/or vegetables: a minimum of two (2) servings must be included in the meal. A serving is defined as $\geq 1/2$ cup of fruit or vegetable or $\geq 1/2$ cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - 6 halves dried apricots
 - 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins
 - Potato is counted as a vegetable.
 - Vitamin A-rich food sources should be served at least three (3) times per week, to maintain a weekly average of ≥ 250 IU Vitamin A.
 - Locally grown produce is encouraged from GAP certified providers.
5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used in preparation of the meal.
 - One (1) teaspoon mayonnaise, cream cheese, or salad dressing may be substituted. The use of low-fat products is recommended
6. Dessert: one dessert food may be included with the meal.

APPENDIX B - Attachment E - Congregate Nutrition DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____ Date: _____ Declined to Answer: ☐

The top section is required! - All applications for over 60 clients must have the top section completed.

Read the statements below. Circle the number under the column for the answer which applies.

Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered meals or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

- | | | | |
|-------------------------|----------------------------|----------------------------|----------------------------|
| 1. Bathing | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 2. Dressing | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 3. Transferring/Walking | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 4. Toileting | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 5. Eating | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

- | | | | |
|------------------------|----------------------------|----------------------------|----------------------------|
| 1. Using the Telephone | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 2. Shopping | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 3. Preparing Meals | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 4. Housekeeping | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 5. Taking Medications | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 6. Finance & Money | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |

I = Independent A = Assistance D = Dependent

Interviewer: _____ Site: _____ Phone: _____

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less - - than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

APPENDIX B - Attachment F - Congregate Nutrition

Congregate Nutrition/Nutrition Intervention NAPIS collection

Per 7.23 of the Service Standards, Congregate Nutrition providers will supply the NAPIS Reporting Template (FORM CF-049) for **both** Congregate Nutrition and Nutrition Intervention service (thus 2 separate reports must be generated for the Congregate Nutrition service contract).

Client First	Client Last	DOB	Sex (M/F/Unk)	Lives Alone (Y/N/Unk)	Rural (Y/N/Unk)	Below Poverty (Y/N/Unk)	Hispanic (Y/N)	Race Code (see chart)	ADL Count (1,2,3+,Unk)	IADL Count (1,2,3+,Unk)

NOTE – ALL FIELDS MUST BE COMPLETED, NO MISSING FIELDS ARE ACCEPTABLE.

Client First = Program participant's first name

Client Last = Program participant's last name

DOB = Date of birth

Sex = Program participant's gender - must choose **M** (male), **F** (female) or **UNK** (unknown)

Lives Alone = whether the program participant lives alone - must choose **Y** (yes), **N** (no) or **UNK** (unknown)

Rural = whether the program participant lives in a Rural or Non-Rural area - must choose **Y** (yes), **N** (no) or **UNK** (unknown)

Below Poverty = whether the program participant is above or below poverty - - must choose **Y** (yes), **N** (no) or **UNK** (unknown)

NOTE - Poverty Guidelines can be accessed at the following link:

<http://www.dhss.delaware.gov/dhss/dss/fpl.html>

Hispanic = whether the program participant is Hispanic or not - must choose **Y** (yes) or **N** (no)

Race Code = enter the appropriate race code using the guide below

Race Codes	White
	Hispanic
	American Indian/Alaskan
	Asian
	African American
	Hawaiian/Pacific Islander
	Other
	Unknown

APPENDIX B - Attachment F - Congregate Nutrition (cont'd)

Congregate Nutrition service NAPIS collection (cont'd)

ADL Count = Total number of Activities of Daily Living required assistance. (If a client receives 3 or more, indicate with a "3+")

IADL Count = Total number of Instrumental Activities of Daily Living required assistance. (If a client receives 3 or more, indicate with a "3+")

Example below

ADL		IADL	
eating	0	preparing meals	1
dressing	0	shopping for personal items	1
bathing	1	medication management	1
toileting	1	money management	0
transferring	0	using telephone	0
walking	0	doing light housework	0
Total	2	doing heavy housework	0
		transportation ability	1
		Total	4

Independent = 0

Assisted or dependent = 1

This example would be counted as 3+


APPENDIX B - Attachment G - Congregate Nutrition
Month:_____ Year:_____

<i>Congregate</i> Service Units	Total
A. Enter the <u>total</u> number of <u>unduplicated</u> participants served.	
B. Enter the <u>total</u> number of <u>meals</u> served to eligible persons.	
C. Enter the number of medical food meals (2 cans = 1 meal).	
D. Enter the number of therapeutic/modified meals.	
E. Enter total number of nutrition screenings obtained.	
1. Enter the total number of unduplicated nutrition screenings	
2. Enter the total number of high nutrition risk unduplicated screenings obtained - (score \geq 6).	
3. Enter percentage of unduplicated high risk nutrition screenings obtained - (E2/E1).	
F. Enter the number of group nutrition education sessions.	
1. Enter the total number of clients in attendance.	
2. Total Units (15 min = 1 unit)	
G. Enter the number of nutrition articles or newsletters that contain nutrition education written for congregate clients. ('other services')	
H. Enter the number of total individual nutrition counseling sessions completed for congregate clients.	
1. Number of these at high nutritional risk.	
2. Total Time Units (15 min =1 unit).	
I. Number of training sessions offered to staff/ volunteers.	

Definitions to Congregate Nutrition Report – (Appendix B - Attachment G)

- A. Unduplicated participants
 - B. Total meals served
 - C. Total medical foods (canned supplements)
 - D. Total number modified meals
 - E. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion – especially in congregate centers – is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by home delivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
High Nutritional Risk (defined):
High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
 - F. Group nutrition education: A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group setting overseen by dietitian or individual of comparable expertise. This will be where group classes are reported. Please note the number of classes (sessions) given and the number of participants.
Nutrition education: (1 session per participant) If a general nutrition education session is given to an individual – which is similar in topic to group education topics, please count this as nutrition education. This is where we make the distinction between nutrition counseling (below) which is more specifically geared to clients at high nutritional risk where specific strategies, goals and modifications are discussed.) The total of nutrition education provided above to group and individuals is reported. For example: in the first quarter, 1 nutrition education class was provided to each of 10 centers. (Report: 10 under F). There was an average of 20 people in attendance at each center, (200), in addition 5 clients received 1 on 1 nutrition education on similar topic (5). (Report: 205 under F1). Each session ran 1 hour, which equals four 15 minute units = 40 units (4 units x 10 sessions), each individual education session was only 15 minutes = 5 units (1 unit x 5 individual brief educations) (Report: 45 units under F2). More individualized nutrition counseling sessions will be reported below.
 - G. Nutrition articles/ Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per month.
 - H. Nutrition counseling/individualized nutrition education: (per participant)
Individualized guidance to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). For example, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or better on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (H), 9 (H1), 40 (4 units x 10 counseling sessions) (H2).
 - I. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.
- (Note: Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included.

Appendix C – SERVICE SPECIFICATIONS – Home Delivered Nutrition

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Home-Delivered Nutrition Services Specifications</p>
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1.0 SERVICE DEFINITION

1.1 Home-delivered nutrition services provide meals and related nutrition services to older individuals that are homebound. According to the Administration on Aging (AOA), home-delivered nutrition services are often the first in-home service that an older adult receives, and the program is a primary access point for other home and community-based services. Home-delivered nutrition services are also an important service for many family caregivers by assisting family members with their caregiving responsibilities and, for some, helping them maintain their own health and personal well-being.

1.1.1 Home-Delivered Nutrition is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD). (See Attachment A).

<http://www.health.gov/dietaryguidelines/>

1.1.2 Nutrition intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics “Snapshot of Nutrition Intervention”. <http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf> Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual.

<https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

2.1 Meal Unit – The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by DSAAPD. (See Attachment A)

<http://www.health.gov/dietaryguidelines/>

Approved Meal Unit Types

2.1.1 Meal - a meal that meets the Section 2.1 definition above.

2.1.2 Emergency Meal – a meal that consists of shelf-stable items which are provided to participant for use when the nutrition program is unable to deliver meals due to weather related and/or other unforeseen emergencies. NOTE: Shelf-stable foods that do not need refrigeration in order to be safe can be kept at

room temperature until their “use-by” date. For best quality, store them in clean, dry, cool (below 85 degrees F) cabinets away from the stove or appliance (such as refrigerator exhaust).

2.1.3 Medical Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed and registered dietitian/nutritionist (hereafter referred to as dietitian). Written MD approval is required. At least 2 of the approved products must be available to participants (refer to DSAAPD Policy on Medical Foods to Home Delivered Nutrition Participants – (Policy X-V-5). Assessment and follow-up by a dietitian is required.

2.1.4 Modified and Therapeutic Meal – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician’s diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.

2.2 Nutrition Intervention services will be incorporated into the meal budget, but will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.

2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).

2.2.2 Nutrition screenings are provided annually for each meal participant (See 7.15).

2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.15 and 7.36).

2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.

2.2.5 Information and referral services must be made available to home delivered nutrition services clients including services outlined in Sections 7.5 and 7.7.

2.3 Other activities that support home-delivered nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development.

3. SERVICE GOAL

- 3.1 The goals of this service are: to promote better health among homebound older persons through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

4. SERVICE AREA

- 4.1 Services are available to all eligible residents of the State of Delaware.
- 4.2 Providers are permitted to apply to serve sub-areas within the state.

5. SERVICE LOCATION

- 5.1 Service will be available at the home(s) of eligible homebound persons residing in the State of Delaware.

6. ELIGIBILITY

Title III-C Funded Home-Delivered Nutrition Services

- 6.1 Home-Delivered Nutrition Services funded by Title III-C will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated according to DSAAPD's Home Delivered Nutrition Criteria Guide ([Attachment H](#)) and DSAAPD Policy Manual for Contracts-Nutrition, Home Delivered Nutrition Criteria X-V-4.
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the best interest of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.
- 6.3 Meals may be made available to individuals with disabilities under age 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).
- 6.4 Meals may also be made available to a non-elderly person with a disability who is a member of the household of an elderly person who is eligible for home-delivered nutrition services. (In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage.)
- 6.5 In conducting marketing activities related to this service, providers must pay particular attention to reaching low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.
- 6.6 Income shall not be criteria for eligibility.
- 6.7 There shall be no time limit on length of service.

SSBG Funded Home-Delivered Nutrition Services

6.8 Home-Delivered Nutrition services funded by Social Service Block Grant (SSBG) will be made available to persons between the ages of eighteen (18) and fifty-nine (59) who are homebound by reason of physical disability.

6.8.1 For the purposes of Home-Delivered nutrition physical disability would be defined as a disability that is anticipated to last 12 months or longer and that includes at least one Activity of Daily Living (ADL) deficit that impacts the individual's ability to live independently. ADL's include bathing, walking, dressing, toileting, bowel/bladder control, transferring, and eating.

6.9 The potential participant must be a U.S. citizen or legal alien, per the [DSAAPD Policy Manual for Contracts](#) (Section X-O – SSBG Alien Verification Procedure).

7.0 SERVICE STANDARDS - Title III & SSBG Funding

7.1 The provider must develop and maintain policies and procedures pertaining to the delivery of Home Delivered Nutrition services.

7.1.1 All site staff and volunteers must be fully trained, qualified and background checked per provider's policy to assure the safety of all program participants.

7.2 All meal sites must be approved by the appropriate Public Health and Fire officials. State and local fire, health, sanitation, and safety regulations must be adhered to by the Nutrition program providers. Meal site programs must maintain current files of the appropriate certifications and/or visitation reports for each site under their management.

7.3 Eligibility determination for home-delivered nutrition services applicants must be based on the criteria presented in section 6.0, and must be documented on file for DSAAPD review.

7.4 Home-delivered meals must be made available at least five (5) days per week according to participant needs.

7.5 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>

7.6 Appropriate officials must be notified when conditions or circumstances place a service recipient or household member in imminent danger.

7.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
<http://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap>

7.8 Outreach must be conducted as necessary to reach the target population (See 6.5).

7.9 Efforts must be made to recruit volunteers to assist in service delivery.

7.10 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.

7.11 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.

7.12 Providers must develop and implement a policy manual containing at minimum the following information:

7.12.1 Fiscal Management

7.12.2 Food Service Management

- 7.12.3 Safety and Sanitation
- 7.12.4 Staff Responsibilities
- 7.13 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed by DSAAPD.
- 7.14 Providers must maintain service records, including names of participants and date(s) of service and report Homebound Service Units (Attachment G) monthly to DSAAPD for monitoring and tracking purposes.
- 7.15 Providers must conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (See Attachment E).
<http://nutritionandaging.org/wp-content/uploads/2017/01/DetermineNutritionChecklist.pdf> Participants identified as “high-risk” must be referred to the provider Dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian.
- 7.16 Providers must develop a cycle menu.
- 7.17 The provider’s dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15%) (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption (Attachment C).
- 7.18 The applicable food standards are described and hereby attached (Attachment B).
- 7.19 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider’s dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
- 7.20 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
- 7.21 When meal service is subcontracted, the provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
- 7.22 When the meal service is subcontracted for amounts over \$15,000, the provider must follow competitive bid procedures.
- 7.23 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.
- 7.24 Excess food can be served only as a frozen meal to participants. The meal must be assembled on the day of preparation, immediately frozen in compliance with the most recent State of Delaware Food Code guidelines
<http://dhss.delaware.gov/dhss/dph/hsp/files/ofpcode14toc.pdf> and delivered frozen to the participant. The meal composition, as served, must meet DSAAPD guidelines for nutrient adequacy (See Attachment A). No other use of excess food can be incorporated into a reimbursable meal.
- 7.25 Providers must develop policies and procedures surrounding the use of planned frozen meals. All steps in food preparation, freezing and serving must adhere to the most recent State of Delaware Food Code.

- 7.26 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request to the greatest extent possible.
- 7.27 The provider must establish a plan for the delivery/availability of meals to participants in weather-related emergencies.
- 7.28 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.29 Written diet prescriptions from a physician/health care professional must be on record for all participants and the orders must be updated on an annual basis. Every attempt should be made to obtain current height/weight from physician/health care professional.
- 7.30 Special diets must be planned, prepared and served under the supervision of and/or in consultation with the project's dietitian.
- 7.31 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety and be in compliance with the most recent Delaware State Food Code guidelines.
- 7.32 Foods prepared or canned in the home or in an uninspected facility may not be used for meals. Only commercially prepared canned foods may be used.
- 7.33 Food service staff must be trained in and adhere to the most recent State of Delaware Food Code.
- 7.34 Delivery time for foods must not exceed four (4) hours.
- 7.35 At least once a month, each nutrition site providing Home Delivered Nutrition meals will monitor food temperatures. An additional meal will be plated, packed and transported to the last home on a delivery route. The (received) temperatures for this meal should be recorded by the provider and documented. Temperature of cold food must be equal to or less than 41° Fahrenheit. Temperatures of hot food must be greater than or equal to 140° Fahrenheit.
- 7.36 If the provider coordinates with another organization to perform nutrition counseling, a written agreement between the provider and the outside organization must be developed.
- 7.37 Information and activities must be provided to homebound persons that will promote improved nutrition and health.
- 7.38 In the event that a program participant is unable to receive services due to a hospitalization or other issue, the provider may allow the participant to stay active up to 45 days. After 45 days, the participant must be terminated from the program and may be re-enrolled in the program once they are able to accept services (refer to DSAAPD Policy on Home Delivered Nutrition Criteria X-V-4).
- 7.39 A nutrition provider shall require, that all vendors immediately alert the provider in the event of a product recall, which may impact the food served by their program. Upon receiving notification of a food recall, the nutrition provider will immediately notify DSAAPD staff.
- 7.39.1 The nutrition provider will make reasonable effort to avoid any food product contamination by following the most recent Delaware Food Code and other safe food handling and delivery practices. In the event of a suspected problem, the nutrition provider will report and cooperate fully with DSAAPD and the state health department.

Service Standards – Title III Funding ONLY

- 7.40 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis for both the Congregate Nutrition service and the Nutrition Intervention (Nutrition Counseling) service using the DSAAPD provided NAPIS Reporting Template (CF-049)

Prohibited Activities

- 7.41 For purposes of the Division of Services for Aging and Adults with Physical Disabilities planning and reimbursement, Home-Delivered Nutrition Services may not include any of the following components:
- 7.41.1 Providing meals to ineligible persons.
 - 7.41.2 Providing financial, legal, or other similar service or advice (except for referral to qualified agencies or programs).
 - 7.41.3 Denying services to eligible persons because of his/her inability or failure to contribute to the cost of meals.

Staffing Requirements

- 7.42 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.43 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
- 7.44 If the agency is directly responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or experience. Educational requirements include a degree in Foods and Nutrition, Food Service or Hotel and Restaurant Management or a minimum of three (3) years' experience managing food service production.

8.0 WAITING LISTS

- 8.1 When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided or until the applicant no longer desires services. The waiting list must be managed in accordance with [DSAAPD Policy Manual for Contracts](#), Policy Number X-K, Participant Service Waiting Lists. In all cases, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g., in writing and available for review).
- 8.2 For the annual Invoice Review, the provider must provide the following information with the submitted invoice. All information must be provided in an email to DSAAPD through the use of Adobe or Microsoft office based software. All supporting documentation must be sent via secure email.

Service Units - Title III & SSBG

8.2.1 Service Units – The Provider must supply supporting documentation for the service units charged for the selected month of the Invoice Review. These records must indicate:

8.2.1.1 Participant served

8.2.1.2 Service Units provided including the dates of service.

Program Income – Title III

8.2.2 Program Income – The provider must supply supporting documentation for all Program Income collected for the invoice period in question. This supporting documentation must be provided in at least one of the following forms:

8.2.2.1 Copies of participant checks, or other proof of payment (with all bank account information redacted).

8.2.2.2 Copy of financial statement (proving the deposit of the program income total for the invoice period in question).

8.2.2.3 Copy of provider financial software (if applicable) printout showing the transaction of the program income total in question.

9.0 INVOICING REQUIREMENTS

9.1 The provider will invoice DSAAPD utilizing Invoicing Workbook IW Home Delivered Nutrition-SSBG for SSBG funded program participants, and Invoicing Workbook IW-Home Delivered Nutrition-Title III-C-2 for Title III funded program participants, pursuant to the [DSAAPD Policy Manual for Contracts](#), Policy Number X-Q, and Invoicing.

10.0 PROGRAM INCOME – Title III Funded Services Only

- 10.1 Participants, family members, and/or caregivers must be informed of the cost of providing the home-delivered nutrition service and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 10.2 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 10.3 Program Income must be accounted for in full, and reported on the assigned DSAAPD Invoicing Workbook.
- 10.4 Providers must have procedures in place to:
 - 10.4.1 Inform applicants, family members and/or caregivers of the cost of providing home-delivered meals and offer them the opportunity to make a voluntary contribution.
 - 10.4.2 Protect their privacy with respect to the contribution.
 - 10.4.3 Safeguard and account for all contributions.
 - 10.4.4 Use the contributions to expand services.

APPENDIX C - Attachment A - Home Delivered Nutrition

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis software.

* The chart below defines recommendations per the 2015 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Varied Protein	Encouraged use of seafood and plant-based protein alternatives

** DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat and sodium.

*** Emergency Meals (as defined in 2.1.2) will not be required to adhere to these guidelines.

**** If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format.

(Condiments need not be included in analysis, if they are served on the side and not mixed in with food components of the meal.)

APPENDIX C - Attachment B - Home Delivered Nutrition

FOOD STANDARDS

- D. All foods used must conform to the State guidelines for menu planning and the following specifications.
- E. The grade minimums recommended for food items are as follows:
 - a. Meat – only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals and be sound, sanitary and free of objectionable odors or signs of deterioration upon delivery. Meats for dry heat cooking must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood – when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs – U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders – soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables – must be of good quality (USDA#1) relatively free of bruises and defects. Locally grown produce is encouraged from GAP certified providers. <https://www.ams.usda.gov/services/auditing/gap-ghp>
 - f. Canned and Frozen Fruits and Vegetables – Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products – USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- F. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes may be provided.

Note: combinations of protein foods can be used to serve the ≥ 3.0 oz. requirement.

APPENDIX C - Attachment C - Home Delivered Nutrition

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICES**

Signature of Dietitian _____

Registration Number _____

Print Name _____

Contact Phone Number/Email _____

Address _____

Nutrition Program Director _____

Contact Phone Number/Email _____

Address _____

3. This menu must consist minimally of a four (4) week cycle of regular diet meals and must be representative of the current six month period. Attach cycle menu, menu as served (if different), weekly nutrient average, daily nutrient analysis.

4. For those participants requiring menu modifications for health reasons (including those with diabetes, dysphagia, renal disease, etc.), modified diets can be provided in accordance with established regulations. Modified diet menus must be reviewed and approved by the dietitian. Please indicate those modified diets which are provided.

APPENDIX C - Attachment D - Home Delivered Nutrition

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEAL UNITS

Menu Format

7. Meat and meat substitutes: ≥ 3 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) ounce requirement.
 - The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.
 - The use of low-sodium products is also encouraged, in order to control the total sodium content of the meal.
8. Enriched bread and grain products: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
9. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $1/4$ cups cottage cheese, 1 $1/2$ oz. natural or 2 oz. processed cheese, 1 $1/2$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to food preferences or intolerances.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
10. Fruit and/or vegetables: a minimum of two (2) servings must be included in the meal. A serving is defined as $\geq 1/2$ cup of fruit or vegetable or $\geq 1/2$ cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - 6 halves dried apricots
 - 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins
 - Potato is counted as a vegetable.
 - Vitamin A-rich food sources should be served at least three (3) times per week, to maintain a weekly average of ≥ 250 IU Vitamin A.
 - Locally grown produce is encouraged from GAP certified providers.
11. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used in preparation of the meal.
 - One (1) teaspoon mayonnaise, cream cheese, or salad dressing may be substituted. The use of low-fat products is recommended
12. Dessert: one dessert food may be included with the meal.

APPENDIX C - Attachment E - Home Delivered Nutrition DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____

Date: _____

Declined to Answer: ☐

The top section is required! - All applications for over 60 clients **must** have the top section completed.

*Home Delivered Nutrition Services and new case management will be completed by an outreach worker.

Read the statements below. Circle the number under the column for the answer which applies.

Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered nutrition or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

3. Bathing	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
4. Dressing	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
5. Transferring/Walking	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
6. Toileting	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
7. Eating	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

2. Using the Telephone	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
4. Shopping	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
5. Preparing Meals	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
6. Housekeeping	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
7. Taking Medications	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
8. Finance & Money	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>

I = Independent A = Assistance D = Dependent

Interviewer: _____

Site: _____

Phone _____

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less -- than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

APPENDIX C - Attachment F - Home Delivered Nutrition

Home Delivered Nutrition/Nutrition Intervention NAPIS collection

Per 7.40 of the Service Standards, Home Delivered Nutrition providers will supply the NAPIS Reporting Template (FORM CF-049) for **both** Home Delivered Nutrition and Nutrition Intervention service (thus 2 separate reports must be generated for the Home Delivered Nutrition service contract).

Client First	Client Last	DOB	Sex (M/F/Unk)	Lives Alone (Y/N/Unk)	Rural (Y/N/Unk)	Below Poverty (Y/N/Unk)	Hispanic (Y/N)	Race Code (see chart)	ADL Count (1,2,3+,Unk)	IADL Count (1,2,3+,Unk)

NOTE – ALL FIELDS MUST BE COMPLETED, NO MISSING FIELDS ARE ACCEPTABLE.

Client First = Program participant's first name

Client Last = Program participant's last name

DOB = Date of birth

Sex = Program participant's gender - must choose **M** (male), **F** (female) or **UNK** (unknown)

Lives Alone = whether the program participant lives alone - must choose **Y** (yes), **N** (no) or **UNK** (unknown)

Rural = whether the program participant lives in a Rural or Non-Rural area - must choose **Y** (yes), **N** (no) or **UNK** (unknown)

Below Poverty = whether the program participant is above or below poverty - must choose **Y** (yes), **N** (no) or **UNK** (unknown)

NOTE - Poverty Guidelines can be accessed at the following link: <https://aspe.hhs.gov/poverty-guidelines>

Hispanic = whether the program participant is Hispanic or not - must choose **Y** (yes) or **N** (no)

Race Code = enter the appropriate race code using the guide below

Race Codes	White
	Hispanic
	American Indian/Alaskan
	Asian
	African American
	Hawaiian/Pacific Islander
	Other
	Unknown

APPENDIX C - Attachment F - Home Delivered Nutrition (cont'd)

Home Delivered Nutrition/Nutrition Intervention NAPIS collection (cont'd)

ADL Count = Total number of Activities of Daily Living required assistance. (If a client receives 3 or more, indicate with a "3+")

IADL Count = Total number of Instrumental Activities of Daily Living required assistance. (If a client receives 3 or more, indicate with a "3+")

Example below

ADL		IADL	
eating	0	preparing meals	1
dressing	0	shopping for personal items	1
bathing	1	medication management	1
toileting	1	money management	0
transferring	0	using telephone	0
walking	0	doing light housework	0
Total	2	doing heavy housework	0
		transportation ability	1
		Total	4

Independent = 0

Assisted or dependent = 1

This example would be counted as 3+

Month/Year: _____

APPENDIX C - Attachment G - Home Delivered Nutrition

<i>Homebound</i> Service Units	Total
A. Enter the <u>total</u> number of <u>unduplicated</u> participants served.	
B. Enter the <u>total</u> number of <u>meals</u> served to eligible persons.	
C. Enter the number of medical food meals (2 cans = 1 meal).	
D. Enter the number of therapeutic/modified meals.	
E. Enter total number of nutrition screenings obtained.	
1. Enter the total number of unduplicated nutrition screenings	
2. Enter the total number of high nutrition risk unduplicated screenings obtained (score \geq 6).	
3. Enter percentage of unduplicated high risk nutrition screenings obtained (E2/E1).	
F. Enter the number of nutrition articles or newsletters that contain nutrition education written for homebound clients ('other services')	
G. Enter the number of total individual nutrition counseling sessions completed for homebound clients.	
1. Number of these at high nutritional risk.	
2. Total Time Units (15 min = 1 unit).	
H. Number of training sessions offered to staff/ volunteers.	
I. Number of outreach workers contacts.	
1. Number of assessments to determine eligibility for homebound meals.	
2. Number of eligible clients for homebound meals.	
3. Number of re-assessments to determine eligibility for homebound meals.	
4. Number of eligible clients reassessed to need homebound meals.	

Definitions to Home Delivered Nutrition Report – (Appendix C - Attachment G)

- a. Unduplicated participants
- b. Total meals served
- c. Total medical foods (canned supplements)
- d. Total number modified meals
- e. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion – especially in congregate centers – is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by home delivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
 - a. High Nutritional Risk (defined):
 - b. High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
- f. Nutrition articles/ Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per month.
- g. Nutrition counseling/individualized nutrition education: (per participant)
 - a. *Individualized guidance* to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). *For example*, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or higher on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (G), 9 (G1), 40 (4 units x 10 counseling sessions) (G2).
- h. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.
- i. Number or Outreach Workers Contacts: Please report the number of initial assessments (I1), initial assessments deemed to be eligible (I2), reassessments (I3), and reassessments deemed to be eligible (I4) per quarter.

(Note: *Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included.*

APPENDIX C - Attachment H - Home Delivered Nutrition
Home-Delivered Nutrition Services Criteria Guide

Home-Delivered Nutrition Services Criteria Guide												
I. ADL's (Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0 =none 3=moderately impaired 5=severely impaired												
a. bathing	0	1	2	3	4	5						
b. walking	0	1	2	3	4	5						
c. dressing	0	1	2	3	4	5						
d. toileting	0	1	2	3	4	5						
e. bowel/bladder control	0	1	2	3	4	5						
f. transferring	0	1	2	3	4	5						
g. eating	0	1	2	3	4	5						
II. IADL's (Independent Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0=none 3=moderately impaired 5=severely impaired												
a. use telephone	0	1	2	3	4	5						
b. prepare own meals	0	1	2	3	4	5						
c. light housekeeping	0	1	2	3	4	5						
d. getting to places outside of home	0	1	2	3	4	5						
e. following medication directions	0	1	2	3	4	5						
f. managing own finances	0	1	2	3	4	5						
III. Prior Nursing Home (or Rehabilitation Facility) Admission												
a. within past year						5						
b. within past 5 years						3						
c. greater than 5 years ago						1						
d. never						0						
Subtotal page 1												

(HDNS Criteria Guide page 2)										
IV. Cognitive Impairment (0=never 1=sometimes 3=often)										
a. Do you forget to eat?	0	1	3							
b. Do you ever begin cooking and then forget you started?	0	1	3							
c. Is preparing food confusing or mentally challenging?	0	1	3							
V. Diagnosed Mental Disorder (bipolar, schizophrenia, anxiety d/o, etc.)										
Please score if <i>actively problematic and interferes with</i> the ability to shop, prepare or eat meals:										
0=not a problem 3=sometimes a problem 5=often a problem	0		3 5							
VI. Living Arrangement/Caregiver Availability/Meal Support										
Please score degree of supportive care available (in regard to meals):										
0=always 1=sometimes 3=no support available	0	1	3							
VI. Annual Income										
a. at or below current poverty level			3							
b. above the current poverty level	0									
VII. Prior Acute Care Hospitalization										
a. Within past 0-4 weeks			5							
b. Within past 1-3 months			3							
c. Within past year		1								
d. Prior to 1 year ago/never	0									
VIII. Age										
a. 91+			5							
b. 76-90			3							
Subtotal page 2										

(HDNS Criteria Guide page 3)																		
XIV. Health																		
Please score if <i>actively problematic and interferes with</i>																		
the ability to shop, prepare or eat meals:																		
0=not a problem 3=sometimes a problem 5=often a problem																		
a. diabetes (brittle and uncontrolled)	0	1	2	3	4	5												
b. hypo or hypertension/heart disease (CHF, cardiomyopathy, etc.)	0	1	2	3	4	5												
c. cancer	0	1	2	3	4	5												
d. stroke	0	1	2	3	4	5												
e. COPD	0	1	2	3	4	5												
f. renal failure/dialysis	0	1	2	3	4	5												
g. neurological (tremors/palsy/seizure disorder)	0	1	2	3	4	5												
h. physically debilitating condition (please specify): _____	0	1	2	3	4	5												
i. blind or visually impaired	0	1	2	3	4	5												
XV. Fall Risk																		
Scoring: 0=no risk 3=moderate risk 5=high risk							0	1	2	3	4	5						
XVI. <60 Recognized Spouse	N	O	YES															
XVII. <60 SSI Living in Home	N	O	YES															
XVIII. Eligible Spouse >60	N	O	YES															
Subtotal page 3																		

(HDNS Criteria Guide page 4)									
XIX. Outreach Worker Additional Thoughts/Comments:									
1. Do you believe the participant would benefit from socialization at senior center? comments:		NO	YES						
2. Does the participant need transportation? _____		NO	YES						
3. Do you believe HDNS are needed? _____ why/why not:		NO	YES						
4. Other comments/assessment? _____									
Subtotal page 1									
Subtotal page 2									
Subtotal page 3									
TOTAL SCORE									
(Suggestion: <20 refer to Congregate, 21-40 trial, >40 HDM recommended)									
Recommended for HDM (y=yes, n=no)									
Signed/initialed									

Participant Name: _____
Initial Date of Assessment: _____

Appendix D – Budget Workbook(s)

The Budget Workbooks for Congregate Nutrition (**APPENDIX D1**- BW-Congregate Nutrition) and Home Delivered Nutrition (**APPENDIX D2** - BW-Home Delivered Nutrition) will be listed as attachments on the Bid Website. <http://bids.delaware.gov/>

These attachments will be in an EXCEL format.