



*Delaware Health
And Social Services*

DIVISION OF MANAGEMENT SERVICES

PROCUREMENT

DATE: February 15, 2019

HSS-19-008

Adult Day Services

for

Division of Services for Aging & Adults with Physical Disabilities

Date Due: **April 4, 2019**
By **11:00AM Local Time**

ADDENDUM # 1 – Questions & Answers

PLEASE NOTE:

THE ATTACHED SHEETS HEREBY BECOME A PART OF THE ABOVE MENTIONED RFP.

Adult Day Services - HSS-19-008

Questions & Answers

QUESTION #1

Section #	II Scope of Services	Paragraph #	1.1 Service Definition	Page #	2
Text Being Questioned					
1.1	Community based setting, encompassing both health and social services				
Questions					
<p>a) Can you provide a better definition of community based in the context of an Adult Day Care program which by licensing requirements must be a secured (access controlled) facility</p> <p>b) Under health services, please clarify if the intent is to provide skilled medical care and to what level? Note this is addressed to an extent under 2.1 but we are seeking confirmation that this would not include skill medical specialties.</p>					

ANSWER:

a) Per 7.1 of the Service Standards (page 3) if the bidding provider currently retains an approved Delaware License for an Adult Day Care facility, the licensure allows for the bidding agency to contract under this RFP for Adult Day Services. Section 7.2.1 is utilized to indicate that it is the provider’s responsibility to assure that the facility is able to continue to have a Delaware Adult Day Facility licensure in good standing.

b) There is no requirement or intent for skilled medical care to be provided. This is stated in the Service Eligibility section 5.4.2; (page 3). If a participant needs skilled services, then they do not meet the eligibility requirement for the ADS program.

QUESTION #2

Section #	II Scope of Services	Paragraph #	6.0 Priority	Page #	3
Text Being Questioned					
6.2.1	Have limited English speaking proficiency				
Questions					
<p>a) Can you explain basis for establishing language as a basis for prioritizing admission to the program and will extra consideration be provided for organizations with bi-lingual staff?</p>					

ANSWER:

a) The Title III-B funding that will be utilized for this program requires that the priorities documented in Section 6.2 (page 3) be considered when a new program participant applies for enrollment to the program, and/or when a waitlist for entrance to the program is established. The ability of providers to have bilingual staff is beneficial to attracting additional program participants, however it is not a staffing requirement for this program.

QUESTION #3

Section #	II Scope of Services	Paragraph #	7.0 Service Standards	Page #	3
Text Being Questioned					
7.2.2.1	Transportation routes should be limited to 1 hour				
Questions					
	a) We would propose to provide service including transportation to a Countywide population throughout Sussex from a central location. Given the size of Sussex County and congestion programs associated with tourist areas, it is regularly not possible to travel between a remote customer residence and our central facility within 1 hour. Adding to this would be any time associated with boarding, securing and unloading persons with mobility devices. We will seek to minimize travel times for customers, but in many cases the 1 hour travel limitation will not be achievable. Can that requirement be expanded?				

ANSWER:

- a) The State of Delaware understands that there may be delays due to various reasons. Ultimately, the goal of the program is to limit the amount of transportation time for program participants, maximizing their time spent in the facility. Thus 7.2.2.1 documents that travel time “should be limited to one hour” to offer a guide to potential providers, however a maximum, one-hour travel time is not a current requirement of the program.

QUESTION #4

Section #	II Scope of Services	Paragraph #	7.0 Service Standards	Page #	4
Text Being Questioned					
7.2.5	Participants will be admitted for a 30-day trial period. At the end of that 30-day period...				
Questions					
	a) Occasionally a dementia customer will not adapt well to the Day Care environment of their condition may change dramatically within a short period of time such that for their safety and well-being as well as for the safety and well-being of other program participants, a customer may need to be removed from the program with the initial 30 day period. Can our Program Director have to ability to do that under these service standards				

ANSWER:

- a) The State of Delaware understands there can be certain circumstances where program participants may be discharged from the program. Delaware code 4402 (link below), Section 7.7 offers guidance to the discharge regulations concerning Adult Day Care Facilities:
[http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Systems%20Protection%20\(HSP\)/4402.shtml](http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Systems%20Protection%20(HSP)/4402.shtml)

QUESTION #5

Section #	II Scope of Services	Paragraph #	7.0 Service Standards	Page #	4
Text Being Questioned					
7.3.5	Provision of special diets, based on physician’s orders				
Questions					
	a) We have access to a registered dietician who evaluates all prepared meals to insure compliance with regulations. We can and do provide low sodium and low sugar diabetic meals and can provide nutritional supplements. Does this reference provision require us to provide for more highly specialized nutritional requirements?				

ANSWER:

- a) In the Delaware code it explains in 9.5.9 “A therapeutic diet shall be provided for a participant when prescribed in writing by a physician. Therapeutic diet menus shall be prepared by a dietitian.”
[http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Systems%20Protection%20\(HSP\)/4402.shtml](http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Systems%20Protection%20(HSP)/4402.shtml)

QUESTION #6

Section #	II Scope of Services	Paragraph #	7.0 Service Standards	Page #	4
Text Being Questioned					
7.3.8	Continued contact with the community through outings				
Questions					
	a) In recognition of the Adult Day Care licensing requirement to maintain a safe and secure environment for dementia customers, such opportunities for outings with community contact are limited. We regularly have vetted members of the community come to the day care facility to conduct activities for our customers and have the ability to take them on bus trips to view local sites. Does this satisfy the requirements of this provision and if not, can you provide additional guidance regarding the types of contact and outings required?				

ANSWER:

- a) Yes, as described would satisfy the requirement.

QUESTION #7

Section #	II Scope of Services	Paragraph #	7.0 Service Standards	Page #	4
Text Being Questioned					
7.4.3	Provision of medical services, unless provided by an MD				
Questions					
	a) Under Delaware Adult Day Care licensing, providers must have a nurse on site at all times when a customer is present and that nurse is permitted / required to administer medications as properly authorized by the customer's physician and provided by the customer's guardian. Is administration of medications permitted under this section / language in the RFP?				

ANSWER:

- a) This question is referring to prohibited activities performed by a person other than an RN, LPN or MD etc. This service standard is not referring to medication administration. Please refer to Delaware Code 9.3 Medication Management for additional guidance.
[http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Systems%20Protection%20\(HSP\)/4402.shtml](http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Systems%20Protection%20(HSP)/4402.shtml)

QUESTION #8

Section #	III Required Information	Paragraph #	A. Minimum Requirements	Page #	6
Text Being Questioned					
1.	The successful vendor shall either furnish the Agency with proof of State of Delaware Business License				
Questions					
	a) As a non-profit, we do not have a business license. In other DSAAPD contracts, the Agency has accepted our Certificate of Incorporation from the Delaware Secretary of State's Office. Will that continue to be acceptable under this contract in lieu of a business license?				

ANSWER:

- a) 501c (3) non-profit organizations are not required to obtain a Delaware business license; however they do need to provide documentation showing they have this status. Submission of a certificate of incorporation is not required.

QUESTION #9

Section #	III. Required Information	Paragraph #	B. RFP Submissions	Page #	13
Text Being Questioned					
24. a.	No obligated to award the contract to the vendor who submits the lowest bid or the vender who receives the highest total point score				
Questions					
	a) Can you provide any further clarification on what areas of the RFP that the evaluators will be emphasizing / prioritizing in the award decision process?				

ANSWER:

- a) Proposals will be scored in accordance with Evaluation Criteria listed on Page 15.

QUESTION #10

Section #	V. Contract Terms and Conditions	Paragraph #	4. General Information	Page #	17
Text Being Questioned					
d.	Supplemented by vendor's software license, support / maintenance, source code escrow agreements.				
Questions					
	a) Is this legacy language from another contract boilerplate that could be deleted and if know, can you clarify its application this this project?				

ANSWER:

- a) This is boilerplate language. Applies if applicable.

QUESTION #11

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	19
Text Being Questioned					
a	It may be at the State of Delaware's discretion as to the location of work for contractual support personnel....				
Questions					
	a) See comment above – is this legacy language and if not, can you clarify its application to this project?				

ANSWER:

- a) This is boilerplate language. Applies if applicable.

QUESTION #12

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	20
Text Being Questioned					
d.	Successful vendor shall furnish proof of a State of Delaware Business license				
Questions					
	a) As noted under III A. 1. Above, we are a non-profit organization and do not have a business license. DSAAPD has accepted our Certificate of Incorporation issued by the Delaware Secretary of State's office in lieu of a business license. Will that same be applicable for this RFP?				

ANSWER:

- a) 501c (3) non-profit organizations are not required to obtain a Delaware business license; however they do need to provide documentation showing they have 501c (3) status. Submission of a certificate of incorporation is not required.

QUESTION #13

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	22
Text Being Questioned					
I.	Vendor correct, at its own expense, the setup, configuration, customizations or modifications ...				
Questions					
	a) See comments above – is this legacy language and if not, can you clarify its application to this project?				

ANSWER:

- a) This is boilerplate language. Applies if applicable.

QUESTION #14

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	22
Text Being Questioned					
m.	Holdback until acceptable performance is demonstrated (as much as 25%)				
Questions					
	a) Are we to interpret this that the state may withhold a portion of the amount billed by the contractor for Day Care services rendered and if so, how would the state define acceptable performance relative to any holdback of contract monies?				

ANSWER:

- a) If performance is not acceptable, the State may hold back monies.

QUESTION #15

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	22
Text Being Questioned					
n.	If agreement is reached to extend this contract beyond June 30, 2019... Adjustment shall not exceed the current Philadelphia All Urban Consumers Price Index				
Questions					
	a) It is our understanding from the RFP document that any contract awarded as a result of this RFP would not take effect until after June 30, 2019. Would any rate increases for extensions beyond the initial 1 year contract period be tied to the price to the price index identified above				

ANSWER:

- a) This was a typographical error and should have indicated a September 30, 2020 date.

QUESTION #16

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	23
Text Being Questioned					
o.	State of Delaware may include liquidated damages				
Questions					
	a) Will DSAAPD be including liquidated damages provisions in the contract to be awarded and if so, what will be the basis and amount / rate for damages to be assessed.				

ANSWER:

- a) DSAAPD will not be including liquidated damages provisions in the contract.

QUESTION #17

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	23
Text Being Questioned					
p	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 Delaware Health and Social Services Director for final and binding arbitration				
Questions					
	a) Hopefully neither us would ever have to evoke the dispute resolution process, but as written, this all decision-making is exclusively vested in DHSS with no real independent review short of litigation. As written, any mediator would be selected unilaterally by DHSS rather than establishing a process where both parties participate in the selection of a trained and independent mediator from the American Mediation Association. Any appeal of a mediation decision would go back to the same organization that appointed that unilaterally appointed the mediator. We ask that that in the interest of fairness and reducing the potential for any dispute proceeding to litigation, that DHSS establish a bi-lateral administrative process for dispute resolution.				

ANSWER:

- a) Boilerplate language. Vendor can take exception in proposal submission on Attachment 3.

QUESTION #18

Section #	II Scope of services	Paragraph #	N/A	Page #	2 - 5
Text Being Questioned					
1.	Is there any change in the invoicing requirements for the ADP which used to be section 9 in the prior issued Service Specifications but appears to be removed in the new Service specs?				
Questions					
	a) Is there any significant change to the service specifications from the prior year?				

ANSWER:

- a) Invoicing requirements are documented in the [DSAAPD Policy Manual for Contracts](#), which will be supplied to all providers whom are awarded a contract for Adult Day Service.
- b) Revisions to the Adult Day Service Specifications from the 2019 contract year include:
- Removal of Invoice Requirements information.
 - Updates to Section 5.0 (Service Eligibility Requirements)
 - Addition of Section 7.5 (Staffing Requirements)

QUESTION #19

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	23
Text Being Questioned					
1.	Specifying the effective date thereof, at least twenty (20) days before the effective date of such termination				
Questions					
	a) Note that under state Adult Day Care licensing regulations, and Adult Day Care provider may be required to provide a minimum 30 day notice to any customer / guardian before terminating service. Request that DSAAPD extend their notice period to 30 days to be consistent with the state requirements for Adult Day care providers				

ANSWER:

- a) Boilerplate language. Vendor can take exception in proposal submission on Attachment 3.

QUESTION #20

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	23
Text Being Questioned					
q.1.	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				
Questions					
	a) Is it the State's intent to provide the vendor with a "cure" period to successfully resolve any compliance issue and thereby preserve the contract?				

ANSWER:

- a) If the provider holds a valid Delaware Adult Day Care facility licensure, DSAAPD will work with the provider for any program participant issues that may arise allowing the provider to remedy the situation prior to termination of the contract.

QUESTION #21

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	24
Text Being Questioned					
2	Terminate this contract at any time by giving notice of such termination and specifying the effective date thereof at least twenty (20) days.				
Questions					
	a) As noted previously above, we request that the time period be extended to 30 days to be consistent with State licensing requirements for Adult Day Care providers to terminate service to customers				

ANSWER:

- a) This is Boilerplate language. The Vendor can take exception in proposal submission on Attachment 3.

QUESTION #22

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	26
Text Being Questioned					
y.	Drug Testing Requirements for Large Public Projects				
Questions					
	a) Is this project considered a large public project? If so, how often do we test? % of staff?				

ANSWER:

- a) No, this program is not considered a large public project.

QUESTION #23

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	27
Text Being Questioned					
gg.	The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor.				
Questions					
	a) As this is to be a service unit price contract, what type of financial examination of Vendor records does the state anticipate performing and beyond any error in reporting the number of service units provided or the actual contracted unit price, are there any other things the State would consider disallowances; and if so, can you provide examples.				

ANSWER:

- a) The Adult Day Service in a Unit Cost contract, thus payment will be provided for Service Units Served per 3.0 of the Scope of Services (page 2)

QUESTION #24

Section #	V. Contract Terms and Conditions	Paragraph #	8. General Contract Terms	Page #	28
Text Being Questioned					
h.h.	Provisions under paragraphs 1,4,5 and 9 all appear to contain provisions applicable to the purchase and installation of an automated system involving software and related hardware				
Questions					
	a) Please review above referenced paragraphs and advise if and how they are to be applied to this contract for Adult Day Care services.				

ANSWER:

- a) These provisions do not apply to the Adult Day Care service, as bidding providers will not be required to purchase a software system.

QUESTION #25

Section #	VI. RFP Miscellaneous Information	Paragraph #	3. Production Environment Requirements	Page #	29
Text Being Questioned					
	3. Production Environment Requirements – entire paragraph				
Questions					
	a) Is this entire paragraph applicable to the procurement of Adult Day Care services and if so, can you clarify what information you are seeking from Day Care vendors?				

ANSWER:

- a) Boilerplate language. Applies if applicable.

QUESTION #26

Section #	Attachment # 2	Paragraph #	Page #	32
Text Being Questioned				
	Form requires a State of Delaware License Number			
Questions				
	a) As noted in earlier comments, as a non-profit organization, we do not have a business license, but DSAAPD has accepted our certificate of incorporation issued by the Delaware Secretary of State's office in lieu of a business license. We have an Adult Day Care License; is that suitable by itself or with the 501 c 3 status?			

ANSWER:

- a) A copy of the provider's Delaware Adult Day Care licensure along with the verification of 501c 3 is sufficient. Submission of a certificate of incorporation is not required.

QUESTION #27

What is the total funding available for the Title III and SSBG for this contract statewide and what is the breakdown per county?

ANSWER: Total funding for the 10/1/2019 – 9/30/2020 contract year will be \$1,395,000.00.

The breakdown of funds is as such:

Title III-B funding - \$1,200,000.00

SSBG funding - \$195,000.00

QUESTION #28

Is there any requirement to list current and prior year contracts or funding with the State?

ANSWER: Attachment 5 requests list of contracts. The specified contract dollar amount is not required.

QUESTION #29

Is submitting the bid with a 501c status considered an "exception"?

ANSWER: No

QUESTION #30

What is the breakdown of funding per county?

ANSWER: Currently, there is not a set amount of service units/funding specified per county. Potential bidders are encouraged to submit a proposal for their favored Work Plan and annual Service Unit level. If changes to the Work Plan and/or amount of service units are needed, the Division will address during the contract negotiation period.

QUESTION #31

If a provider is supplementing the meals provided for ADS service, how should that be reflected in the budget?

ANSWER: The Budget Workbook should reflect the total cost of the Service Unit. If a certain cost category is reduced due alternate funding, it can be documented in the Methodology section, however the actual cost of the category should reflect the required reimbursement for the service unit category in question.