



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042
(410) 313-6724, fax (410) 313-6789

July 8, 2019

To All Interested Professional Services Contractors:

The Howard County Public School System (HCPSS) invites your submittals to provide private duty nurses, supplemental health room coverage nurses and part time nurses (field trips) to address health related needs for students at schools throughout the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 006.20.B2. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, until **2:00 p.m. August 9, 2019**.

Late submittals will not be considered. It is the responsibility of each Offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

The Request for Proposal may be obtained from the HCPSS website at <https://purchasing.hcpss.org/business-opportunities> or by calling the Purchasing Office at 410- 313-6724. Offerors obtaining the RFP from the website are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

A pre-submission conference will be held **July 31, 2019 at 10:00 a.m.**, at the Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042. Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged.

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

CeCe Clement

Cece Clement, CPPO, CPPB
Purchasing Manager

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: One to One Nurse Services

Bid Number: 006.20.B2

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

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

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

- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the the company.
- 5. We do not wish to sell to The Howard County Public School System. Our objections are:

- 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- 7. Other: _____
- 8. We wish to remain on the Bidders' List.

REQUEST FOR PROPOSALS
FOR
AGENCY SERVICES FOR PRIVATE DUTY NURSES,
SUPPLEMENTAL HEALTH ROOM COVERAGE NURSES
AND PART TIME NURSES (FIELD TRIPS)

RFP No. 006.20.B2

Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042

July 8, 2019

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**PART I
GENERAL INFORMATION**

1.1 Purpose

The Howard County Public School System (HCPSS) issued this Request for Proposals (RFP) to solicit submittals from qualified, professional independent contractors to provide private duty nurses, supplemental health room coverage nurses and part time nurses (field trips) to address health related needs for students at schools throughout the Howard County Public School System (HCPSS) as assigned. Agencies may submit for all or individually for the services listed above. However, be clear as to what services the response includes.

1.2 Background

The school system operates 77 schools with additional office locations in a suburban area. Enrollment is 57,300 students. For more information on the Howard County Public School System, please visit <http://www.hcpss.org/aboutus/>.

1.3 Obligations of HCPSS

The school system shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. The school system reserves the right to reject any or all submitted responses. All submittals will become a part of the school system official procurement files, and will be available for public inspection.

1.4 Respondent Obligations

Qualified Offerors are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Offeror will be liable, both individually and severally, for the performance of all obligations under the contract, and will not be relieved of non-performance of any subcontractor.

Although not detailed in this document, HCPSS reserves the right to negotiate a contract amendment with the Contractor for additional services that may be required.

1.5 Schedule of Events

HCPSS currently anticipate that the selection of a Contractor(s) and execution of the Contract(s) will proceed according to the following schedule:

July 8, 2019	Issuance of RFP
July 31, 2019	Pre-Submittal Conference (10:00 a.m.local time) and deadline for the submission of written questions – see Invitation Letter for specific date.
August 9, 2019	Deadline for Submission of responses (2:00 p.m. local time) – see Invitation letter for specific dates. Late submittals will not be considered.
August-September 2019	Contract Execution (or as soon thereafter as practical)
October 1, 2019	Services to begin or as early as practical.

The above dates are subject to change.

1.6 Contact

Questions concerning this RFP must be in writing and addressed to CeCe Clement, Purchasing Manager. Upon issuance of this RFP, other employees and representatives of HCPSS will not answer questions or otherwise discuss the contents of this RFP with any potential respondents or their representatives. Failure to observe this restriction may result in disqualification of any subsequent submittal. This restriction does not preclude discussions unrelated to this RFP.

1.7 Respondent Understanding of RFP

By submitting a signed submittal, a respondent represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing as Appendix A to this RFP and the HCPSS Standard Contract that appears as Appendix B to this RFP. No exceptions, amendments, or deviations from this RFP will be allowed in any submittals unless agreed to in writing and raised by the Contractor prior to or during the pre-submittal conference. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

1.8 Deadline for Submission of Responses

To be considered, submittals must be received in the issuing office the date and time specified.

1.9 Right to Amend, Modify or Withdraw RFP

HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final in this regard.

1.10 Issuing Office

The HCPSS Purchasing Office is the Issuing Office and the sole point of contact for the RFP. HCPSS Purchasing Office is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. **All communications concerning this procurement must be in writing and addressed to:**

Cece Clement, Purchasing Manager
Howard County Public School System
10910 Clarksville Pike, Ellicott City, Maryland 21042
Phone: 410 313-6724 Fax: 410 313-6789

Written questions must be received prior to or no later than the pre-submittal conference. HCPSS will make every effort to provide a timely, written response to questions after the pre-submittal conference has been held..

1.11 Open Records

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding

disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

If a respondent believes that a submittal or parts of a submittal is confidential, then respondent must so specify. Respondent must stamp, in bold red letters, the term “**CONFIDENTIAL**” on that part of the submittal that it believes to be confidential. Respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the Contract is awarded and fully executed. The successful submittal may be considered public information even though parts are marked confidential.

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

1.12 Written Questions and Official Responses

If an Offeror discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, Offeror must immediately notify the Issuing Office. If an Offeror fails to so notify the Issuing Office, such Offeror submits a response at its own risk and under such conditions. If such Offeror is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

1.13 Time

The times stated in this document refer to the Eastern Time Zone. Unless otherwise stated in this document, the applicable time deadline will be 3:00 p.m. on the date specified.

HCPSS' regular office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays.

1.14 Copies

Offerors must submit one (1) signed original and three (3) copies of their submittals. Offerors must include copies of respondents' cost proposals in their submittal.

PART II
SUBMITTAL FORMAT

2.1 Introduction

Submittals must be organized as described in Section 2.2 below. Submittals not organized in this manner are subject to disqualification. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

2.2 General Organization of Submittal Contents

Submittals must be organized as follows:

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Submittal Information
- e. Cost Proposal (See Appendix C)
- f. Affirmative Action Certification

2.3 Transmittal Letter

Offerors must submit with their submittals a transmittal letter that identifies the entity submitting the proposal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for **120 days from the deadline for delivery of submittals. Any submittal containing a term of less than 120 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Appendix A of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix B). If an Offeror takes exception to any of the proposed terms and conditions stated in Appendix A or the Standard Contract that appears as Appendix B of this RFP; those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Offerors are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline of this RFP for the submission of questions.

2.4 Executive Summary

Offerors must provide an executive summary of their submittals and represent that Offerors' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the contents of the

submittal. The executive summary must not include any information concerning the cost of the submittal. Offerors must identify any services that are provided beyond those specifically requested. If Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

2.5 Table of Contents

Each submittal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the submittal. The table of contents must also clearly identify and denote the location of all enclosures of the submittal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Respondent Identifying Information

Each Offeror must provide the following identifying information:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices, plants, and other facilities that relate to Offeror's performance under this RFP;
- f. name, address, business and home telephone number, and fax number of Offeror's principal contact person regarding the Contract;
- g. Offeror's Federal Employer Identification Number; and
- h. Statement regarding the Agency's ability to comply with the requirements outlined in the Exhibits and other requirements listed in this RFP
- i. Statement of financial stability of Offeror, including the ability of respondent to perform the requisite services and additional services included in its response. The most recent audited financial statement of the respondent's organization may be requested by HCPSS.

2.6.1 Subcontracting Information

This section refers to the opportunities of the Offeror to utilize other firms to provide non-direct services such as uniform rental, supplies or other outsourced services. Offeror must include a plan of how such subcontracted services will be utilized.

2.6.2 Equal Employment Opportunity Practices

HCPSS is committed to assisting firms that are majority owned by minorities and women. Offerors must state in its submittal whether it is majority owned by minorities and/or women. Offerors are expected to make every effort to meet or exceed the goal of 25 percent participation by organizations majority owned by Native American/Alaskans, Asian/Pacific Islanders, Blacks, Hispanics, persons with disabilities, and/or women as certified by the Maryland Department of Transportation, the certifying agency in Maryland.

2.6.3 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing

business or personal relationship between Offeror, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract.

By submitting a proposal, the Offeror agrees that, if selected, it will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

2.7 Submittal Requirements

Please refer to Part III, below.

2.8 Cost Proposal

Please refer to Section 4.2 and Appendix C, below.

PART III

SUBMITTAL AND CONTRACT REQUIREMENTS

3.1 Technical Response

The Offeror should prepare their response to the Request for Proposal as described below. For rating purposes the submittal will be evaluated for the following distinct parts.

A. Offeror Qualifications

1. Established Agency/Contracting firm for past three years.
2. Owns or leases and sufficiently staffs commercial office space within a 50-mile radius of Ellicott City, Maryland.
3. Employees trained and certified and/or licensed in their respective fields.
4. Familiar, by past experience, with state and local government practices, procedures, laws, and regulations relevant to PK-12 public school health programs and operations including but not limited to the Nurse Practice Act.
5. Licensed to do business in the state of Maryland.
6. Firm must be in "Good Standing" with the State of Maryland Department of Taxation.
7. Firms must comply with the Data Sharing Agreement, Attachment A.

B. Submittals

1. Company profile, to include:
 - (a) How long in business under current name.
 - (b) Business contact information.
 - (c) Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome. This includes a declaration that the Offeror is not listed on the Excluded Parties List at maintained by the Federal Government.
 - (d) Statement of ability to comply with the items listed under D. Management Team and Approach below.

C. Interpretation

1. A narrative expansion of the understanding of the desired services as defined in these bid documents by the Offeror.
2. Offeror shall define how services will be provided to HCPSS in the 3 areas of work; one to one student services, health room coverage services and field trip or other nurse related service. Specific reference must be made to the sections applicable to tasks and acuity, and all other required criteria contained in the Specifications.

D. Management Team and Approach

1. The Offeror shall briefly explain their management and approach to providing quality nurses to the school system.
2. The Offeror shall outline and provide supporting documentation that covers their hiring and retention practices.

3. The Offeror must acknowledge and comply with the Nurse's Practice Act.
4. The Offeror shall explain what orientation or professional development programs are provided to their staff and how they plan to communicate these programs to their staff assigned to HCPSS.
5. The Offeror must include their staff/employee handbook or other manuals that address their policies and procedures for assigning staff and providing backup or "Call Out" plans to maintain services/coverage in the event their staff are not able to perform.
6. Manpower breakdown - number of personnel by specialty and experience level, number of office workers, number of field supervisors, number of field workers.
7. Examples of resumes of staff anticipated to be assigned to this contract or at least a representation of the quality and experience of staff to be assigned.

E. Cost/Fee Structure

Contractors shall submit a fee structure utilizing the Proposal Total Sheet – **Appendix C**.

F. Statutory Affidavit and Non-Collusion Certification (Appendix D).

3.2. Computer Capabilities

Identify knowledge and experience with various types and levels of computer programs of their staff (supervisors, nurses, etc.) to be assigned to cover health room activities.

3.3 Financial Information

Every Offeror may be required to submit a financial statement upon request, and other financial data requested or required, at the same time the competitive response is submitted, in a separate sealed envelope labeled "Financial Statement and Data."

A. Financial Statement

One copy of said statement is sufficient for each firm. The financial statement must be certified by the owner, partner, or officer of the firm, or by a certified public accountant. Financial statements will not be required, at submittal deadline time, from firms who are individuals, or from firms who are proposed for less than \$10,000 of services. However, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

B. Other Financial Data

Any other financial data that is specifically requested by the school system or deemed appropriate by the Offeror shall be submitted in single copy and included within the Financial Statement and Data envelope.

3.4 Scope of Work to be Performed

- A. Agency Responsibilities
1. Submission of time cards and proof of hours worked with monthly invoices.
 2. Resume of the supervising RN (lead person(s)) for this contract to include related experience.
 3. Identify and provide appropriate supervisory personnel to attend Health Services Educator training and provide examples of staff evaluation and monitoring currently in place.
 4. To provide contractual coverage by a registered nurse, or a licensed practical nurse, as requested by HCPSS.
 5. To maintain direct responsibility as employer of all personnel designated in this contract for payment of wages, and other compensation, reimbursement of expenses and compliance with federal, state, and local tax withholdings, worker's compensation, social security and other obligations imposed on the employment of such personnel, including compliance with OSHA regulations.
 6. To present log of time on job to HCPSS designee daily or weekly for signature verification.
 7. To have staff assigned by Offeror follow all school system policies, procedures and protocols, as covered in their orientation.
 8. To provide back-up coverage when staff are absent and to notify parent and HCPSS Health Services at least two (2) hours prior to scheduled arrival for duty. Agencies are to produce a copy of an MOU with at least one back up agency that will provide coverage in the event contracted staff are absent, or provide other evidence of an appropriate number of vetted staff to provide back-up coverage when assigned staff are absent.
 9. To send an itemized invoice for services rendered in accordance with Part V, Payments.
 10. To provide certification of insurance (worker's compensation, liability, etc.), which shows that Offeror carries insurance covering any staff performing work on HCPSS's premises.
 11. Will provide evidence and compliance of annual staff education (OSHA/health/clinical competencies, Board of Education training such as Child Abuse, Bullying, etc.) prior to assignment.
 12. To process criminal background checks and fingerprinting at Offeror's expense for all staff placed in school system contracts in accordance with the guidelines and requirements identified by HCPSS. Criminal background information must be provided to HCPSS upon request.
 13. To maintain the confidentiality of HCPSS's proprietary information.
 14. To assure current licensure for nurses and provide a copy for the school nurse. The Offeror will be required to provide a license for each person assigned to the schools. The school system is obligated to obtain and keep on file licenses of those providing services to students. If the nurse is an LPN, a copy of the license of the RN supervisor must also be kept on file. A copy of The PDN's current CPR card will also be required.
 15. To provide services related to care and management of school children who may require specialized care, such as tube feeding, ostomy care, catheterization, medication administration, oxygen therapy, nebulizer treatment, wound care or other regular nursing duties as needed.
 16. To maintain direct responsibility as employer of all personnel, supervision, orientation, evaluation and competency as regulated by MD Health Services and HCPSS.

17. Compliance with Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) requirements.
18. To provide orientation, training, re-training and supervision of agency nurses.
19. Review and sign HCPSS Private Duty Nurse (PDN) Agreement for each student at initiation of contract, annually at the beginning of each school year, and at any time during the school year that an Agreement is revised.
20. Compliance with HCPSS Nursing/Continuation Notes Procedure for Students with Private Duty Nurse's (PDN) covered by the resulting Agreement from this RFP. If HCPSS is the Payor, the original note is filed in the student's health record. If HCPSS is not the Payor, a copy of the note is provided to the school for the student's health record.

B. Agency Nurse Supervisor Responsibilities

Responsibilities

- Provides and arranges orientation for nurses assigned to private duty nurse, health room coverage, and/or field trips to the school health services program (checklist will be provided and revised by HCPSS Health Services accordingly)
- Supervises and evaluates nursing staff at least monthly
- Collaborates with the HCPSS Health Services Coordinator, Health Specialist, and Cluster Nurse as appropriate to provide safe care to students in school during school
- Provides staff development for their staff at least yearly (utilizing the Agency PDN Expectation documents) and when as needed for skill and knowledge enhancement
- Advises and participates in the development and implementation of nursing care plans for student health care requiring private duty nursing (one-on-one nursing care)
- Provides consultative services to Health Services staff, school staff and administrators
- Conducts nursing assessment of individual students as appropriate but no less than every 60 days
- Provides staff with access to training resources for specialized health care procedures, treatments, and/or medications to which they are unfamiliar and confirms completion and competency of said training
- Revises health care plans as needed and in accordance with timelines and the Maryland Board of Nursing Nurse Practice Act
- Participates in student conferences and meetings for PDN
- Provides input regarding their staff performance to HCPSS staff as appropriate
- Assists in the development of the Health Services budget
- Provides HCPSS Health Services administrators with proof of professional development and competence of all staff prior to reporting for duty by submitting a copy resume, CPR, first aid, license copy, finger printing, and School Health Knowledge/Skill checklist to Coordinator of Health Services or designee.
- Shall obtain orders from the specialists managing the student's conditions at the beginning of the school year and as the student's conditions change.
- Shall provide the HCPSS School Nurse with a written/faxed copy of updated Physician's Orders or Plan of Care every sixty (60) days, whether or not the agency provides around-the-clock nursing coverage for the student.

C. Agency Registered Nurse (Private Duty, Health Room, or Field Trip)

Responsibilities

- Uses the nursing process to address the health-related needs of students and develops plans of care in accordance with the Maryland Nurse Practice Act
- Confidentially maintains accurate and appropriate records Maintains confidentiality and accurate, appropriate records
- Maintains the health suite
- Conducts health appraisals for students
- Ensures the delivery of safe school health services to students
- Administers medications and treatments to students as ordered by authorized prescribers and in emergency situations
- Clarifies authorized prescriber's orders and writes procedures for treatment in consultation with the prescriber
- Performs nursing assessments and tasks to address student health care needs during bus transportation and reports concerns to parents, health services and school staff
- Follows and adheres to authorized prescribers' orders as written.
- Maintains confidential communication with health services staff, school personnel, and parents
- Participates in school-based teams as indicated or trained (Health Room Coverage only)
- Acts as case manager as indicated (Private Duty and Health Room Coverage only)
- Provides resource information and assistance to parents, school staff, and students
- Counsels parents regarding the need for medical or dental care, makes appropriate referrals, and serves as a student advocate
- Provides emergency first aid to students and staff and makes referrals for additional care when indicated
- Monitors and reports students problems during transportation to parents, health services professionals, and school staff as appropriate
- Monitors and reports to health services environmental concerns, and health and safety issues (Private Duty Nurse only)
- Documentation completed and submitted as expected (i.e. daily or week of services provided)
- Maintains regular, on-time attendance; adheres to appropriate sign-in/out procedures, personal professionalism, nursing ethics, and documents care and submits as agreed in Agency-PDN Expectation documents
- Private Duty Assignment (additional expectations for RN)
- Contributes to the sharing of the health care plans and orders with HCPSS school nurse with regards to all updates and revisions as needed
- Changes in care and/or medications in collaboration with Supervising RN, changes are to be shared with the Cluster Nurse, School-based Nurse, or Health Specialist at minimum of every 60 days or as changes are received

D. Agency Licensed Practical Nurse (Private Duty only)

Responsibilities

- Provides first aid and emergency care to assigned student as established by their agency, Howard County Public School System, the Maryland State Department of Education and the Maryland Nurse Practice Act
- Carries out nursing tasks for assigned student as written by the authorized prescribers' orders and determined by the Maryland Nurse Practice Act
- Maintains appropriate professional development necessary to provide safe and professional care to assigned student
- Assists their Supervising RN to assure student's health record is accurate and up-to-date as determined by federal, state, and local laws and regulations
- Carries out health services procedures as determined by the physician's orders and within the constraints of their licensure, HCPSS policy and procedures, and the agency regulations.
- Observes student health for any pertinent negative results and refers findings to Supervising RN and HCPSS school nurse appropriately and in a timely fashion (i.e. immediately if necessary to administer emergency medications or procedures).
- Maintains accurate, confidential and appropriate records following all established procedures
- Documentation completed and submitted as expected (i.e. daily or week of services provided)
- Contributes to the sharing of the health care plans and orders with HCPSS school nurse with regards to all updates and revisions as needed.
- Changes in care and/or medications in collaboration with Supervising RN, changes are to be shared with the Cluster Nurse, School-based Nurse, or Health Specialist at minimum of every 60 days or as changes are received
- Communicates necessary medical information in a timely manner to appropriate school personnel, parents, HCPSS school nurse, and/or Supervising RN while maintaining confidentiality
- Makes self aware of the school evacuation plan and emergency procedures
- In collaboration with the Supervising RN, participates in student team meetings
- Provides a supportive atmosphere for assigned student and staff while assuring appropriate nursing care is rendered
- Maintains adequate supplies
- Monitors and reports environmental concerns, and health and safety issues to the HCPSS school nurse
- Maintains regular, on-time attendance; adheres to appropriate sign-in/out procedures, personal professionalism, nursing ethics, and documents care and submits as agreed in Agency PDN Expectation documents

E. HCPSS Expectations of PDN and Agency

Exhibit A outlines the expectations of the staff assigned to HCPSS as well as the expectations of the contracting Agency.

F. Agency Staff Assigned to HCPSS

Exhibit B outlines the information and knowledge that agency staff must be aware of and have prior to being assigned work at HCPSS. As a representative of the Agency, Agency's staff must be familiar with the school system rules and

operations. Included in this requirement is the professionalism to be demonstrated by the Agency's staff as outlined in Exhibit C.

G. Ongoing Agency Evaluations

At least annually, the Agency and the staff assigned to HCPSS by the Agency will be evaluated based on the criteria listed in Exhibit D. The Agency and Agency Staff will be responsible for the items listed as well as other information including, but limited to, the requirements outlined in Exhibits A, B, and C. listed above.

H. Agency shall submit monthly invoices with sign-in sheets, one per student, no later than the 15th of each month for services provided the previous month. Agency may only bill for actual hours worked and may not charge for:

- whole days when schools start late or dismiss early
- schools are closed
- holidays when

3.5 Howard County Public School System Responsibilities

A. The Howard County Public School System responsibilities:

1. To provide adequate space, materials, equipment, and supplies; all HCPSS equipment or HCPSS leased equipment must be in safe working order.
2. To have authorized designee verify with his/her signature the hours worked by Vendor staff at least daily/weekly for longer assignments.
3. To provide Vendor with a minimum of 24 hours notice if additional staffing/manpower is needed and/or cancellation of existing coverage.
4. To pay for "student no show" visits per contract minimum, unless cancelled 24 hours in advance of appointment.
5. Provide training regarding the use of the student information system, compliance with various safety and other staff related training.

3.6 Contract Completion and Renewal

3.6.1 This contract shall begin on upon award by the Board of Education, anticipated to be September 11, 2019 with services to commence October 1, 2019 and end on June 30, 2020.

3.6.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the Purchasing Office. The initial term of this contract is for nine months, from Oct 1, 2019 to June 30, 2020). The Board reserves the right to renew the contract for four (4) additional one year periods (July 1 to June 30), one (1) year at a time.

3.6.3 Renewals are subject to satisfactory performance based on the evaluation criteria outlined in Exhibit D.

3.6.3 Any contract awarded pursuant to this Request for Proposal shall be conditioned upon an annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract. The

contract shall provide that if such an appropriation is not made in any fiscal year, and the Board lacks funds from other sources to pay the compensation due under the contract, the Board shall be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the Board shall not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The Board will provide the successful Offeror with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the Board's failure to provide such notice shall not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

- 3.6.4 Service will be discontinued on the last official school day unless vendor is notified of the need for extended school year or other summer services.

3.7 Insurance

3.7.1. The Service Provider shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Service Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

- A. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract.
- B. The Service Provider shall require all Subcontractors to maintain during the term of the Contract all insurance or its equivalent to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Board in writing. The Service Provider shall not allow any Subcontractor to commence services on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Service Provider. The Service Provider shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- D. Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- E. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.

- F. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
- G. All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- H. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Service Provider, and are subject to Board's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.
- I. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Service Provider in connection with this Contract shall belong to and be payable to the Board.
- J. If the Board is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Service Provider shall bear all reasonable costs properly attributable thereto.

3.7.2. Service Provider's Liability Insurance

The Service Provider shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified below or required by law, whichever is greater.

A. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and

- v. Liability arising from injury to patients when caused by other than medical malpractice.

B. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only); and
- ii. Automobile contractual liability.

C. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

If the Service Provider is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

D. Service Provider's medical professional liability (or errors or omissions liability) insurance or its equivalent with limits totaling at a minimum:

- \$ 3,000,000 each person or claim; and
- \$ 3,000,000 annual aggregate.

E. Individual medical professional liability insurance or its equivalent for the individual professionals arranged by the Service Provider to provide medical services under this Contract with minimum limits of:

- \$ 1,000,000 each person or claim; and
- \$ 3,000,000 annual aggregate.

F. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- (\$ 2,000,000) per occurrence;
- (\$ 2,000,000) aggregate for other than products/completed operations and auto liability; and
- (\$ 2,000,000) products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

3.7.3. The Board of Education of Howard County and the Board's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the

umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Service Provider.

Special Note: ISO forms CG 2009 and CG 2010 entitled “Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled “Additional Insured - Designated Person or Organization” or a manuscript endorsement with the above wording is required.

- A. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)
- B. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein.
- C. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:
 - i. The Service Provider shall maintain each such “claims made” coverage and shall provide certificate(s) of insurance evidencing each such “claims made” coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; **or**
 - ii. The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

3.7.4. Indemnification

To the fullest extent permitted by law, Service Provider agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Howard County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Service Provider under this Contract.

3.7.5. Waiver of Subrogation

To the fullest extent permitted by law, the Service Provider and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Howard County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Service Provider under this Contract. Service Provider specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

3.7.6 Acknowledgment of Service Provider's Independent Contractor Status and No Coverage for Service Provider under Board's Workers Compensation Coverage

Service Provider hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Service Provider or its employees during the Service Provider's performance of services for the Board. To the fullest extent permitted by law, the Service Provider specifically waives any right of recovery against the board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

3.7.7. Damage to Property of the Service Provider and its Invitees

To the fullest extent permitted by law, the Service Provider shall be solely responsible for any loss or damage to property of the Service Provider or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

3.8 Data Sources

HCPSS shall provide the successful Offeror all available data possessed by the school system that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

3.9 General Provisions

3.9.1 HCPSS and the awarded vendor agree to the following conditions:

3.9.1.1 To render services in accordance with laws, professional ethics and standards of practice promulgated by relevant licensing boards and professional organizations.

- 3.9.1.2 Not to solicit for employment or temporary hire the agency's staff, contracted by Vendor, during the term of this contract and for twelve months following termination of this contract.
- 3.9.1.3 To directly and immediately bring contract/personnel quality assurance concerns to the attention of each agency's administration prior to any discussion with either agency's staff.
- 3.9.1.4 HCPSS understands that from time to time, RN's or LPNs may be unavailable, and that with HCPSS's permission, LPN's may be substituted for RNs and vice versa. Approval will be subject to student needs. No substitutions may be allowed for health room coverage by LPN.
- 3.9.1.5 No Agency may be utilized by the HCPSS that are listed on the federal government's "Excluded Parties List System" of suspended or debarred entities at any during the contract term. This is a requirement of OMB Circular A-133 Compliance Supplement.

3.10 Changes

- 3.10.1 HCPSS may, at any time, by written order, require changes in the services to be performed by the successful Offeror. If such changes cause an increase or decrease in the successful Offerors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Purchasing Officer must approve all work that is beyond the scope of this Request for Proposal.
- 3.10.2 No services for which an additional cost or fee shall be charged by the successful Offeror shall be furnished without the prior written authorization of the Purchasing Officer.

3.11 Blank

3.12 Americans with Disabilities Act Requirements:

- 3.13.1 The Howard County Public School is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. HCPSS government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.
- 3.13.2 Your acceptance of this contract acknowledges your commitment and compliance with ADA.

3.13 Price Adjustments

- 1. Pricing is firm for the first term of this contract. Thereafter, annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
 - Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available

when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

- In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System 90 days prior to contract expiration, a statement of any change in price to be applied.
- Price increase requests will not be considered if not accompanied with the proper information.

3.14 Optional Use of Contract

1. The Howard County Public School System may extend the terms, conditions, and prices of this contract to the Howard County government, Howard County library, the Howard Community College, The University System of Maryland and Affiliated Institutions, other State of Maryland public, private and parochial schools and to those jurisdictions who are members of the Baltimore Regional Cooperative Purchasing Committee (BRCPC), a standing committee of the Baltimore Metropolitan Council (BMC). Each of the agencies shall issue their own purchasing documents. The Howard County Public School System assumes no obligation on behalf of these agencies.
2. The Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this paragraph, and shall have no duties toward the agencies or the vendor.

PART IV

SUBMITTAL EVALUATION AND SELECTION PROCESS

4.1 Introduction

This Part details the submittal evaluation and selection process and the mandatory format for submission of the cost portion of submittals (“cost proposals”).

4.2 Cost Proposal

The respondent must utilize the format provided in Appendix C in submitting a cost proposal in response to this RFP. The cost proposal must be included in each copy of the submittal. Any re-worked version of Appendix C that is intended to be a substitute for Appendix C, that is provided by a respondent may be determined as non-responsive, and may result in the submittal's disqualification.

Respondent must include in its cost proposal all travel and accommodation expenses associated with travel, and all other out-of-pocket expenses required under this contract. All such costs will be at the expense of Contractor.

Please identify in your cost proposal the minimum qualifications for the work category listed, for example LPN, RN, etc.

4.3 Submittal Evaluation and Selection

The HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded the Contractor whose submittal best meets HCPSS requirements and needs at the time of the award. HCPSS reserves the right to extend the scope of work and terms and conditions to additional firms as the need occurs. HCPSS recognizes that from time to time, new students entering the school system will have existing relationships with specific nurses/agencies. HCPSS will respect and honor that relationship to the extent feasible and within the best interest of the student, parent/guardian and school system.

Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the Contractor making the submittal, and shall offer the most cost effective submittal for the desired services. Resumes of staff anticipated to be assigned to HCPSS must be included. If no staff identified, then representations of the typical nurse to be assigned must be included.

The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal as follows:

PART V

PAYMENTS

5.1 Payments

Invoices: the Agency shall submit Invoices monthly, one per student, and must be received by the 15th of the month to be paid for the previous month. Requirements are outlined in Exhibits E and F.

Agency staff sign in sheets, form to be provided, must accompany each invoice for each Agency staff assigned as verification of specific services provided. Agencies will be paid for the actual number of hours worked. Snow or shorten school days will not be paid.

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of an approved invoice for actual hours worked. Should an assigned nurse not be able to fulfill an work schedule, the HCPSS Health Services Department and assigned school must be notified. Reassignment of Agency staff may take place, but be in coordination and with the approval of the HCPSS Health Services Department.

APPENDIX A
GENERAL PROVISIONS

I. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

II. ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

IV. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Offeror's submittals shall be confidential.

V. INITIATION OF WORK

The Contractor shall not commence performance of the services until it receives a formal written notice of award from HCPSS.

VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Contractor shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Contractor under this agreement or the activities conducted or required

to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

VII. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

VIII. REMEDIES AND TERMINATION

A. **Termination for Default** - If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach.

If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.

B. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.

C. **Termination for Breach** – HCPSS may terminate all or any part of the work without cause or justification if the Contractor fails to provide the appropriate staff as required and without proper notification. In addition, offsetting payments may be withheld if HCPSS incurs additional costs over and above the Contractor's contract rates.

E. **Obligations of Contractor upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.

F. **Remedies Not Exclusive** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

IX. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in accordance with the Maryland Board of Nursing, Nurse Practice Act.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.
- C. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.
- D. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

X. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

XI. EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS any of their duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

XII. DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

XIII. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

XIV. CONTINGENT FEE PROHIBITION

- A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

XV. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.

E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

XVI. OWNERSHIP AND USE OF PROGRAM MATERIALS

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Contractor to HCPSS in connection to this Program shall remain the property of the School System. No materials will be returned to the Contractor at the end of the contract period including any that are copyrighted. HCPSS shall have the right to continue using all and any control equipment and document materials for as long as the School System desires to do so.

XVII. ADHERENCE TO SCHOOL SYSTEM POLICIES

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant of School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System policies and procedures. Moreover, the Contractor shall be cognizant of federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies

APPENDIX B
STANDARD CONTRACT
AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT #006.20.B2 July 8

THIS AGREEMENT is entered into this _____ Date, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ Contractor, (hereinafter referred to as the "Contractor").

**AGENCY SERVICES FOR PRIVATE DUTY NURSES,
SUPPLEMENTAL HEALTH ROOM COVERAGE NURSES
AND PART TIME NURSES (FIELD TRIPS)**

WHEREAS, the Contractor submitted a proposal to RFP #006.20.B2 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or collaboration with Health Services Coordinator or other such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

1. The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal to provide private duty nurses, supplemental health room coverage nurses and part time nurses (field trips), RFP No. 006.20.B2, issued July 8, 2019; and
_____ (contractor name) proposal dated _____ date.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #006.20.B2, whose provisions for professional services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date above and terminate on June 30, 2020. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP. Specific assignments that delineate dates and amount of service shall be defined on the "Agency Services Log" (attachment). The Agency Services Log shall be up dated and sent to the agency, as needed.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

(1) The Contractor shall receive compensation within 30 days of invoice date.

ARTICLE IV - INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

BOARD OF EDUCATION OF HOWARD COUNTY

By: _____(SEAL)
Mavis Ellis, Chairman
Board of Education of Howard County

WITNESS:

By: _____(SEAL)
Michael Martirano, Superintendent

WITNESS:

By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

APPENDIX C

A. GENERAL INFORMATION

1. Offeror's Name: _____

2. Person Responsible for completing this form:

Name: _____

Title: _____

Address: _____

Telephone: () _____ Fax: () _____

3. The information in this response is binding until _____
(Date)

4. Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____

Fiscal Representative: _____

FORM FOR COST PROPOSAL

Hourly Rates

	<u>One to One</u>	<u>Health Room</u>	<u>Field Trips</u>
Personnel Costs:			
Person A – LPN			
Name and Qualifications	\$ _____	\$ _____	\$ _____
Person B – RN			
Name and Qualifications	\$ _____	\$ _____	\$ _____
Supervisor Visit Fee	\$ _____/visit	\$ _____/visit	\$ _____/visit

Other Costs:

Please identify any other costs:

For example

Agency fees

Overhead

APPENDIX D

AFFIDAVIT

Special Instructions: An authorized representative of the Offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn. depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm (the "Firm") _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(c) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

(d) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

(e) been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance ~ Procurement Article;

(f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in paragraph (a) through (e) above; or

(g) been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this Firm to involvement in any of the conduct described in paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(You may attach any explanation necessary.)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County is genuine and not collusive or a sham; that said Offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

WITNESS:

Title:

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

Contractor's No. _____

(Signature)

(Title)

(Date)

(Printed)

In the presence of _____
(Witness) (Date)

We are/I am licensed to do business in the State of Maryland as a:

Corporation

Partnership

Individual

Other

Exhibit A

Howard County Public Schools – Expectations of PDN and Agency

1. Code of Conduct:

- A) Each company will use their specific Code of Conduct.
- B) Role Delineation (Review Roles & Responsibilities Document)
- C) Ethics (Honesty/Integrity)
- D) Work-Ethic
- E) Professional Boundaries (Document Review)
- F) Teamwork/Collaboration

2. Dress Code:

- Dress:** Business Casual (Lab Coat Optional)
- Badge:** Must wear a badge showing Name, Credentials and Agency Name.
- Shoes:** No open toed shoes. Make sure shoes are comfortable.
- Jewelry:** Modest in amount and type. No hanging jewelry.
- Perfume/Cologne:** Minimal to no use of perfume, cologne and odorized lotion.
- Nails:** Please keep them cut closely and do not wear artificial nails.

3. Punctuality/Attendance:

- Punctuality:** 1) Early is on time, on time is late and late is unacceptable (possible Disc. Action)
2) Agency must notify school of nurses running late.
- Call-Out:** 1) Nurse must notify agency, not family
2) Agency must notify school and family
3) Agency works on Backup (keep trained and oriented personnel for backup)
- Pt. Not Going:** 1) Parents notify Agency
2) Agency notify school
3) Agency notify nurse
- Time Off/Holiday:** 1) Nurse must notify agency a minimum of 2 weeks ahead of time
2) One Month is Preferable (or as soon as you know)

4. Cell Phone/Technology:

- Phone Calls:** A) Do not take phone calls while working with your patient in school.
*In case of emergency, please make it brief
B) Minimal texting and cell use
- Technology:** A) Silence all technology; you can use but be respectful & maintain focus on patient.

5. Reporting/Documentation:

- Your shift starts when you assume care
- Document Accurately, Timely and with a Purpose
"If it is not documented.....it is not done"
- Turning in timesheets:
*If Board of Education is paying, turn in nursing notes daily to your school
*If the patient or insurance is paying, turn in to your agency per agency policy

6. HIPAA/Confidentiality:

-**HIPAA:** This act gives the right to privacy to individuals from age 12 through 18. The provider must have a signed disclosure from the affected before giving out any information on provided health care to anyone, including parents. The administrative simplification provisions also address the security and privacy of health data. The standards are meant to improve the efficiency and effectiveness of the nation's health care system by encouraging the widespread use of electronic data interchange in the U.S. health care system.

-**FERPA:** FERPA gives students access to their education records, an opportunity to seek to have the records amended, and some control over the disclosure of information from the records. With several exceptions, schools must have a student's consent prior to the disclosure of education records *after that student is 18 years old*. The law only applies to educational agencies and institutions that receive funding under a program administered by the US Dept. of Education

-**PHI:** Protected health information (PHI) is any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record or payment history.

-**Maryland Public Information Act:** <http://www.oag.state.md.us/Opengov/pia.htm>.

7. Supervision/Training:

-Patient Supervision: A) Visits every quarter at the least, but 30-60 days preferred.
B) Agency Supervisor is main contact for school.
C) Made when there is a change in status, orders or prognosis.
D) Speak w/ School Nurses if necessary

-Nurse Supervision: A) Unannounced visits to check on staff are welcomed.
B) Educate: Documentation/Punctuality/Following of POC/Med Admin. & errors
C) Speak w/ School Nurses if necessary
D) Evaluations of staff

8. Orientation/Training:

-Prior to School Year:

- A) Agency meets w/ patient/family to review expectations
- B) Nurse Orients w/ Patient
- C) Orient the Nurse to School Specifically
Sight Visit, meet teacher, meet school RN, "School is a Specialty like ICU, NICU")
- D) Orient the Nurse to the Ho Co Expectations and Guidelines (This Document)

-CMD Training

-Maintain Protocol from January Sign-In??

9. Communication:

-If possible, resolve any differences or issues with that person respectfully.

-If unable: *School staff should go to principal or school health supervisor and they can resolve w/ agency

*PDN should go to agency and the agency should resolve with the school

PDN Name: _____ Date: _____

Supervisor Name: _____ Date: _____

Exhibit B

HCPSS PDN Nursing – Knowledge Check

1. I do not need to follow my agencies policies & procedures or code of conduct when I am working in Howard County Public Schools?
 - a. True
 - b. False

2. All of the following are dress code expectations except for:
 - a. No open toed shoes
 - b. Dress is business casual
 - c. Minimal use of perfume/cologne and scented lotion
 - d. Modest amount (if any) jewelry in size and type
 - e. You must wear an agency badge at all times
 - f. Keep nails cut close, and do not wear artificial nails
 - g. All of the above are rules of the dress code

3. The PDN must notify _____ if they are going to be late or miss a shift.
 - a. Family
 - b. School
 - c. Agency
 - d. Patient

4. I am not allowed to talk and leave the ringer on my phone.
 - a. True
 - b. False

5. My shift begins when...
 - a. I get out of my car
 - b. I assume care of patient
 - c. I finish my breakfast bar
 - d. I sign in to the school

6. An agency Supervisory Nurse can make a Supervisory Visit when?
 - a. Every 60 days
 - b. Only after she calls the PDN
 - c. Whenever he/she wants and without notice
 - d. Supervisory visits are not required for School PDN Patients

7. What orientations are preferred by HCPS and my Agency?
 - a. Family Home
 - b. School Setting
 - c. Office: To review HCPS Expectations
 - d. No orientations are required

8. If possible, resolve any differences or issues with whom first?
 - a. School Principal
 - b. The person involved in the issue
 - c. School Nurse
 - d. Agency Staffing Coordinator or Supervisor

9. This act gives the right to privacy to individuals from age 12 through 18 and address the security and privacy of health data.
 - a. FERPA
 - b. MD Public Information Act
 - c. Health Information Portability and Accountability Act (HIPAA)
 - d. Patriot Act

10. If Howard County Public Schools is the payer, you should turn your timesheets in to the school at the end of each shift. If they are not the payer, you should turn your timesheets in to _____.
 - a. The Agency, per agency policy
 - b. The School Health Office
 - c. The Principal
 - d. Your patient

Exhibit C

PROFESSIONAL BOUNDARIES...HAVE YOU CROSSED THE LINE???

Potential Professional Boundary Violations: Nurses who exhibit one or more of the following should examine their relationships with their client:

- Nurse discusses personal issues or intimate details of their personal life with client/CG.
- Nurse shares/keeps secrets with client/CG or becomes defensive when someone questions their interactions.
- Nurse believes that only he or she can meet the client's needs, No other nurse does the job correctly or as well as them.
- Nurse spends inappropriate amounts of time with client, visits the client while off duty, changes schedule to be with a certain client.
- Nurse only communicates or reports some aspects of the client's behavior, or fails to explain actions and aspects of care completely.
- Nurse using sexual innuendo, off-color jokes or offensive language while communicating with the client.
- Nurse becomes protective of client, sides with the client's position in matters regardless of situation.
- Nurse fails to recognize feelings of sexual attraction to the client, consult with supervisor, or transfer care of client when needed to protect boundaries.

Remember:

- It is inappropriate and against policy to give your personal cell phone or home phone number to a client or other nurses on a case.
- Information regarding your individual pay rate is considered sensitive, and therefore, is to be treated by you as confidential and IS NOT to be discussed with other employees or clients. (patient/patient primary caregiver)
- You are not allowed to have any visitors, including children, at your worksite. A visitor is any person not employed by Maxim and/or who is not otherwise authorized to be at a worksite.
- Employees are prohibited from performing any "off the clock" work, which means performing work but failing to report the hours worked. If you fail to report or inaccurately report any hours worked, you may be subject to disciplinary action up to and including the separation of your employment with Maxim.

As nurses we are held to professional standards, for our client's safety and well-being as well as our own. We need to work to establish and maintain professional boundaries between ourselves and our clients, especially in Private Duty Homecare where the line can be blurred at times!

Exhibit D

**Office of Health Services
Nursing Agency Service Evaluation
School Year _____ - _____**

Agency Name: _____

Evaluator: _____

Date: _____

Rating Score: 2=Satisfactory 1=Needs Improvement 0=Unsatisfactory

Score Outcome

26 Total Points = Satisfactory Evaluation
22-25 Total Points = Needs Improvement
0-22 Total Points = Unsatisfactory

Category	Rating	Comments
NURSING STAFF QUALIFICATION		
<ul style="list-style-type: none"> Agency provides highly qualified nursing staff with pediatric experience that may be required to care for students with specialized care, such as tube feedings, ostomy care, catherizations, medication administration, oxygen therapy, nebulizer treatment, and wound care 		
<ul style="list-style-type: none"> Agency provides resumes and all required licenses and certifications of supervising RN and staff nurses prior to beginning assignment 		
<ul style="list-style-type: none"> Agency will provide evidence of staff education (OSHA/health/clinical competencies, Board of Education training such as Child Abuse, Bullying, etc) annually prior to assignment 		
<ul style="list-style-type: none"> Agency maintains direct responsibility as employer of all personnel, supervision, orientation, evaluation and competency as regulated by MD Health Services and HCPSS 		
<ul style="list-style-type: none"> Agency provides nursing staff and supervisors who are knowledgeable and experienced with various types and levels of computer programs 		

<ul style="list-style-type: none"> INTERPERSONAL SKILLS AND COMMUNICATION 		
<ul style="list-style-type: none"> Nurse/agency works collaboratively with all stakeholders to resolve conflicts by focusing on the needs and safety of the student 		
<ul style="list-style-type: none"> Nurse/Agency communicates planned and unplanned absences with parents and the Office of Health Services per RFP agreement 		
<ul style="list-style-type: none"> Agency responds to urgent calls for assistance from the Office of Health Services and/or HCPSS school nurses within thirty minutes and for non urgent matters within twenty-four hours 		
<ul style="list-style-type: none"> Nurse/Agency complies with Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA) requirements, and HCPSS Confidentiality Policy 		
DELIVERY OF SERVICES		
<ul style="list-style-type: none"> Nurse/Agency adheres to all the responsibilities outlined in the Private Duty Nurse agreement, HCPSS policies and Office of Health Services procedures 		
<ul style="list-style-type: none"> Agency supervisor provides orientation, training, retraining and supervision of agency nurses 		
<ul style="list-style-type: none"> Agency nurses follows daily sign in/out procedures 		
<ul style="list-style-type: none"> Agency nurses follows health care provider's orders and plan of care as per Maryland Board of Nursing Standards of Practice 		
<ul style="list-style-type: none"> Agency nurse ensures daily that appropriate student medical supplies and equipment are in working order and promptly reports any malfunction of equipment to parents, and HCPSS school nurse 		
<ul style="list-style-type: none"> Agency Nurse complies with HCPSS Office of Health Services documentation procedures 		

Evaluator Signature

Date

ATTACHMENT A



STUDENT DATA SHARING AGREEMENT: APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS

This is an agreement between _____ ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on October 1, 2019 and ending on June 30, 2020. If contract is renewed on a yearly basis, this Student Sharing Agreement shall remain in effect through June 30, 2024.

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services through its digital platform: **identify the specific service the vendor will be providing.**
- B. **Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.
- C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.
 1. **Specific CLIENT DATA Shared Under this Agreement**
 - i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
 - ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
 - iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.
- D. **Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.
- E. **Data De-Identification:** VENDOR may use de-identified Data for product development, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date

of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.

- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any

publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.

- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.
1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation

any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.

- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).

- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).

- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its FERPA obligations under this section.

- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any negligence or misconduct of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.

- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

Signatures are on the next page.

CLIENT:

By: _____
Signature

Printed Name Title

Date

Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042

VENDOR:

By: _____
Signature

Printed Name Title

Date

Vendor Name

Address

City, State Zip Code