

Office of Purchasing  
10910 Clarksville Pike Ellicott City, Maryland 21042-6198  
(410) 313-6724, fax (410) 313-6789

August 2, 2019

TO: All Prospective Vendors  
FROM: *C. Clement*  
CeCe Clement, Purchasing Manager  
RE: RFP # 006.20.B2, One to One Nurse Services – Addendum No. 1

The following amends the above referenced solicitation. Receipt of this addendum must be acknowledged in your proposal submission.

#### **Due Date**

Contractors are reminded that their proposals are due at the Department of Education office located at the address above **prior to 11:00 a.m., Thursday, August 15, 2019**. Late responses will not be accepted.

#### **Changes**

- 1. Part III, 3.3 Financial Information.** Initial paragraph should now read:  
Every Offeror may be required to submit a financial statement (**last audited statement**) upon request, and other financial data requested or required, within **3 days** of the request, in a separate sealed envelope labeled “Financial Statement and Data.”
- 2. Exhibit A, 7 Supervision/Training, Patient Supervision:** Item A should now read:  
Nursing assessments of students should be performed, preferably at school, every 30 days. Agency nurse supervisory assessments shall be conducted every 60 days.

#### **Additions**

1. Contractors must be in good standing with the State of Maryland.
2. Contractors shall comply with all requirements stated in Maryland House Bill 486, Education – Personnel Matters – Child Sexual Abuse and Sexual Misconduct Prevention, which went into effect on July 1, 2019. Attached Education Article 6-113.2 Affidavit must be signed and returned with the proposal.

#### **Clarifications**

1. Fingerprinting services will be the responsibility of the contractor. Contractors shall receive the results and then certify background checks have been conducted and are compliant with MD law.
2. Annual SafeSchools K-12 Compliance and Safety Training will be provided to private duty nurses when coordinated with the HCPSS Health Services department.
3. Orientation will be provided by HCPSS Health Services; one hour for home and one hour for school
4. Transportation expenses will be paid for bus travel time to and from school.
5. HCPSS will pay contractors for three (3) hours for “student no show” visits, unless cancelled 24 hours in advance of appointment.
6. Invoices, one per student, and staff sign in sheets must be submitted by the 15<sup>th</sup> of each month for the previous month. Parents will sign time sheets for one-to-one nursing services and school nurses will be responsible for signing for school visits/field trips.

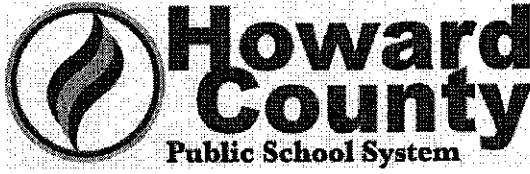
7. Contractors are to wear badges (agency or HCPSS visitor) and sign into and out of the school LobbyGuard Visitor Management System.
8. Contractors will be paid at the regular rate for any overtime hours.
9. Field Trips – Nurses will be assigned to one student and be paid for no less than three (3) hours. Page
10. LPNs are not an acceptable substitute for primary school nurse positions.
11. Resumes will only be required for supervisor positions.
12. General Provisions, item XVI., Ownership and Use of Program Materials is referring to notes about patient treatment.
13. Data privacy is extremely important and contractor will be expected to enforce it (see Exhibit C)
14. No pay for snow days, late school starts or early dismissal hours not worked.
15. Any extra services contractors can offer or provide can be included with proposal packages, but the descriptions and pricing must be submitted separately.

**Current Contractors:**

Arbor E&T, LLC dba Care Resources  
 Bright Star  
 Compassionate Healthcare Nursing Services  
 Comprehensive Nursing Services, Inc.  
 Cummings Enterprises, LLC dba Anchor Healthcare Services  
 D. H. Porter Enterprises, LLC dba Staffing Etc.  
 Delta-T Group Maryland, Inc.  
 Favorite Healthcare Staffing, Inc.  
 Home Health Care Connection, Inc.  
 Maxim Healthcare Services Inc.  
 MPS Healthcare Inc. dba Continuum Pediatric Nursing Services  
 MSSF Inc. t/a Medical Staffing Services  
 PRN, Inc.  
 Professional Nursing Services, Inc.  
 Supplemental Health Care

**Current Rates:**

	<u>One to One</u>	<u>Health Room</u>	<u>Field Trips</u>
LPN	\$32.00 - \$44.75	\$31.00 - \$42.00	\$32.00 - \$42.00
RN	\$32.50 - \$54.28	\$42.00 - \$50.00	\$32.50 - \$53.00
Supervisor Visit	\$44.75 - \$150.00	\$45.00 - \$150.00	\$45.00 - \$150.00



## EDUCATION ARTICLE 6-113.2 AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit on behalf of \_\_\_\_\_ (name of company).

### B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER A HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) CONTRACT

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
  - The current employer
  - All former school employers; and
  - All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
  - Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
  - Has ever been disciplined, discharged, non-renewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
  - Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and

2. Request a report from the Maryland State Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to HCPSS access to the employee's records upon request.

Before assigning an employee to perform work for HCPSS in a position involving direct contact with minors, Contractor shall provide notice to HCPSS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for HCPSS in a position involving direct contact with minors if HCPSS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)