



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 13, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Courtney McCarty
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS11112A-TEMPNURSELTC
Temporary Nurse Staffing Services for LTC Facilities

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from July 1, 2011 – June 30, 2012. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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<p>GSS11112A-TEMPNURSELTCV01 Delta T Group 950 Haverford Road, Suite 200 Bryn Mawr, PA 19010 POC: Rachana Patel PH: (484) 919-1752 Fax: (215) 220-2669 Email: rpatel@deltatg.com FSF: 0000018545</p>	<p>GSS11112A-TEMPNURSELTCV02 Leopoldstadt, Inc. /dba/ Favorite Healthcare Staffing, Inc. 7255 West 98th Terrace Building 5, Suite 150 Overland Park, KS 66212 POC: Elizabeth (Betty) Young PH: (302) 834-1300 Fax: (866) 259-6232 Email: eyoung@favoritestaffing.com FSF: 0000024079</p>
<p>GSS11112A-TEMPNURSELTCV03 General Healthcare Resources <i>Submit Purchase Orders to:</i> Debbie Anderson 2250 Hickory Road, Suite 240 Plymouth Meeting, PA 19462 FSF: 0000018564 <i>Request Staffing:</i> Jeanine Sgroi PH: (877) 664-6661 Fax: (302) 998-0298 Email: jsgroi@ghresources.com FSF:0000018564</p>	<p>GSS11112A-TEMPNURSELTCV04 Maxim Healthcare Services, Inc. /dba/ Maxim Staffing Solutions <i>Submit Purchase Orders to:</i> Robert Teaff 7227 Lee Deforst Drive Columbia, MD 21046 <i>Request Staffing:</i> PH: (302) 477-1301 Fax: (302) 478-3445 Email: WilmingtonDEStaffing@maxhealth.com FSF: 0000030181</p>

4. SHIPPING TERMS:

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F.O.B. destination.

5. PRICING:

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Prices will remain firm for the term of the contract year. **SEE APPENDIX A**

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION:

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

9. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. REQUIREMENTS:

This contract will be issued to cover the Temporary Nursing Services for Long Term Care Facilities requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and

invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

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

13. FORCE MAJEURE:

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

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

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

15. Nursing Staff Working Schedule

Division of Services for Aging and Adults with Physical Disabilities:

Nursing staff are normally scheduled for 8 hour shifts, no more than 40 hours per week. The needs are generally known in advance and fall predominantly on the weekends. However, there are instances where unforeseen events, such as staff illness, preclude advance knowledge of need. The need for temporary nursing services personnel occurs on all three shifts (days, evenings, and nights), but more frequently on the evening shift (3:00 PM to 11:00 PM). The other shifts are days (7:00 AM to 3:00 PM) and nights (11:00 PM to 7:00 AM). The first shift of a scheduled day at the Delaware Hospital for the Chronically Ill and the Emily P. Bissell Hospital is the night shift (11:00 PM to 7:00 AM). The first shift of a scheduled day at the Governor Bacon Health Center is the day shift (7:00 AM to 3:00 PM). The first day of the 40 hour work week at the Delaware Hospital for the Chronically Ill and Emily P. Bissell Hospital is Monday (reporting for duty on Sunday at 11:00 PM). Weekend shifts at the Delaware Hospital for the Chronically Ill and the Emily P. Bissell Hospital begin 11:00 PM Friday and end 11:00 PM Sunday. Weekend shifts at the Governor Bacon Health Center begin 7:00 AM Saturday and end 6:59 AM Monday.

When working at the Delaware Hospital for the Chronically Ill and the Emily P. Bissell Hospital, Licensed Nursing Staff shall report fifteen (15) minutes prior to the beginning of the scheduled shift and will be allowed an unpaid 45 minute lunch break. The standard lunch period is 30 minutes; the additional 15 minutes are to make up for the requirement of reporting 15 minutes prior to the start of the shift. CNA's are to report on time for their scheduled shift (i.e. 11:00 PM, or 7:00 AM, or 3:00 PM).

When working at the Governor Bacon Health Center, Licensed Nursing Staff shall report 10 minutes prior to the beginning of the scheduled shift and will be allowed an unpaid 40 minute lunch break. The standard lunch period is 30 minutes; the additional 10 minutes are to make up for the requirement of reporting 10 minutes prior to the start of the shift.

CNA's are to report on time for their scheduled shift. If starting times for licensed nursing at the Governor Bacon Health Center change at any point during the course of the contract, written notice will be provided to the awarded bidders and adopted without special amendment to the contract.

Listed below are the facilities and locations that may require service under this contract.

Division of Services for Aging and Adults with Physical Disabilities

Delaware Hospital for the Chronically Ill
100 Sunnyside Road
Smyrna, DE 19977

Emily P. Bissell Hospital G
3000 Newport Gap Pike
Wilmington, DE 19808

Governor Bacon Health Center
P.O. Box 559
Delaware City, DE 19706

Division of Substance Abuse and Mental Health

Delaware Psychiatric Center
1901 North Du Pont Highway
New Castle, DE 19720

Division of Developmental Disabilities Services

Stockley Center
26351 Patriots Way
Georgetown, DE 19947

The state reserves the right to add locations or delete locations as needed.

16. Holidays

Holidays are defined as the legal holidays of the State of Delaware. Holiday rates will be paid on the observed holiday of shift workers.

In accordance with Title 1, Chapter 5, subsection 501, Delaware Code, as amended, the following are legal holidays in the State of Delaware for Calendar Year 2011:

NOTE: Please refer to <http://www.delawarepersonnel.com/labor/holidays/> for future Calendar Years.

STATE OF DELAWARE 2011 Holidays		
In accordance with Title 1, Chapter 5, §501, Delaware Code, as amended, the following are legal holidays in the State of Delaware for Calendar Year 2011:		
New Years Day	December 31, 2010*	Friday
Martin Luther King Jr. Day	January 17	Monday
Good Friday	April 22	Friday
Memorial Day	May 30	Monday
Independence Day	July 4	Monday
Labor Day	September 5	Monday
Veterans Day	November 11	Friday
Thanksgiving Day	November 24	Thursday
Day After Thanksgiving	November 25	Friday
Christmas Day	December 26*	Monday

17. Holidays:

No overtime rates will be paid. The State expects the vendor to manage the schedules of their employees so that overtime is not paid.

18. Fraudulent or over-reporting of Hours Worked:

The State will hold the contracted vendor(s) liable for fraudulent or over-reporting of hours worked.

19. State Employment of Temporary Personnel:

Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

20. Temporary Personnel Length of Employment:

The primary purpose of this contract is for vendor(s) to provide qualified employees to fill State positions on a temporary basis. The Statewide Contract is not intended to permanently replace any current State employee or position. At the same time, this contract can not dictate whether the agency requires a temporary employee for two weeks, or six months. However, in order to meet agency operational requirements and at the same time, promote maximum competition and business among potential and qualified vendors, the agency should not retain any one employee for more than one year. Agencies should develop internal procedures to support this initiative.

21. Cancellation Policy

If the Contractor does not notify the facility of a cancellation at least two (2) hours before the start of the scheduled shift, the Contractor agrees to reimburse the facility for four (4) compensatory hours at the designated rate for that cancelled employee. If an agency does not notify the Contractor of a cancellation of a need for service at least two (2) hours prior to the start of the scheduled shift, the agency agrees to reimburse the Contractor for four (4) compensatory hours at the designated rate for the cancelled employee.

22. Frequency of Need for Temporary Nursing Services

The frequency of need for temporary nursing service personnel has varied widely over time. While the State anticipates that the need for temporary nursing services personnel will continue, no minimum usage can be committed with respect to this Request for Proposal.

23. Orientation and Training

Orientation packet review is required for all Licensed Staff as well as Certified Nursing Assistants and the cost will be paid by the Contractor. Additional training will be required but at the expense of the State.

24. Nursing License/Certification and Additional Requirements

All temporary services personnel must have a current Delaware nursing license or other compact State nursing license, or CNA certification, a completed service letter, criminal background check, adult abuse and child abuse registry check, drug screen, current PPD test, and CPR/AED Certification prior to working at any of the three facilities. The State will require documentation to verify completion and retains the right of refusal for any given staff person. A copy of the nursing license for approval is to be submitted prior to the nurse beginning work at a facility.

25. Duties of the Temporary Nurses (RN, LPN, CNA)

Temporary agency Registered Nurses shall perform a variety of duties. They shall follow both hospital and nursing policies and procedures, give medications and perform treatments. They shall use the nursing process, which includes assessment, planning, intervention, and evaluation during the shifts worked. All information shall be documented in resident records. Supervisors shall be available for support regarding unit problem solving.

Temporary agency Licensed Practical Nurses shall perform a variety of duties and shall follow both hospital and nursing policies and procedures. Licensed Practical Nurses shall give medications, perform treatments, document in resident records and may serve as team leaders on a unit.

Certified Nursing Assistants shall follow both hospital and nursing policies and procedures and provide activities of daily living that they were certified to provide.