



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 19, 2014

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

FROM: KIMBERLY JONES
STATE CONTRACT PROCUREMENT OFFICER
302-857-4584

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS14113-TEMPNURSELTC
Temporary Nursing Services for LTC Facilities

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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, 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 two (2) year period from July 1, 2014 through June 30, 2016. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor 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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Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award. Vendors are only permitted to provide under the section(s) they have been awarded.

<p>GSS14113-TEMPNURSELTCV01 Favorite Healthcare Staffing, Inc. 7255 West 98th Terrace Building 5, Suite 150 Overland Park, KS 66212 FSF: 0000024079</p>	<p>GSS14113-TEMPNURSELTCV02 General Healthcare Resources 2250 Hickory Road, Suite 240 Plymouth Meeting, PA 19462 FSF: 0000018564 FSF:0000018564</p>
<p>GSS14113-TEMPNURSELTCV03 Interim Healthcare of Delaware, LLC 92 Reads Way, Suite 108 New Castle, DE 19720 FSF: 0000061538</p>	<p>GSS14113-TEMPNURSELTCV04 Maxim Healthcare Services, Inc. /dba/ Maxim Staffing Solutions 1409 Foulk Road, Suite 203 Wilmington, DE 19803 FSF: 0000030181</p>
<p>GSS14113-TEMPNURSELTCV05 Shore Staffing, Inc. 3109 Fair Island Lane Marion Station, MD 21838 FSF: 0000006196</p>	

4. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

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5. PRICING

Prices will remain firm for the term of the contract year.
The pricing sheet can be accessed from the contract details page.

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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. PURCHASE ORDERS

Agencies are required to identify the contract number GSS14113-TEMPNURSELTC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. 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.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. 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.

13. 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.

14. 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.

15. 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>.

16. 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.

17. 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 2014:

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

STATE OF DELAWARE 2014 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 2014 :		
New Year's Day	January 1	Wednesday
Martin Luther King Jr. Day	January 20	Monday
Good Friday	April 18	Friday
Memorial Day	May 26	Monday
Independence Day	July 4	Friday
Labor Day	September 1	Monday
Election Day	November 4	Tuesday
Return Day (after 12:00 noon Sussex County)	November 6	Thursday
Veterans Day	November 11	Tuesday
Thanksgiving Day	November 27	Thursday
Day After Thanksgiving	November 28	Friday
Christmas Day	December 25	Thursday

18. 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.

19. Fraudulent or over-reporting of Hours Worked

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

26. Respiratory Therapy Services

Goal – To provide Respiratory Therapy services for residents in the three long term care nursing homes operated by the State of Delaware; specifically, Delaware Hospital for the Chronically Ill (DHCI) in Smyrna, Emily P. Bissell Hospital (EPBH) in Wilmington, and the Governor Bacon Health Center (GBHC) in Delaware City, by a licensed Respiratory Therapist. Also, to provide in-service trainings for nursing staff.

Objectives –

- a. To be available a maximum of eight hours a week, preferably one day a week; maximum of 416 hours a year.
- b. To provide monthly respiratory therapy assessments according to federal guidelines and facility procedures for residents with acute and chronic respiratory illnesses or conditions. Instructs, orients, and recommends respiratory care for medical and nursing staff.
- c. Under direction of the physician, performs respiratory care modalities that may include oxygen therapy, breathing treatments, humidity-aerosol therapy, pulmonary drainage procedures, and mechanical ventilation (if needed).
- d. Under direction of the physician, conduct pulmonary function testing and collect arterial blood gases (in the facility) utilizing their own equipment and supplies. Submit written reports on results directly to the physician immediately after tests are completed.
- e. Conducts weekly reviews and adjusts equipment as needed. Checks equipment for malfunctions and readjusts or refers for repair. Checks equipment for cleanliness and provides written reports to supervisors.
- f. Monitors residents on mechanical ventilation and oxygen support systems for potentially dangerous physical changes weekly. Recognizes abnormal changes and immediately notifies physician.
- g. Trains staff on maintaining secure and patent airways and reviews the staff skills on performing nasal, nasotracheal, endotracheal and oral suctioning on a weekly basis. Evaluates skill test results and reviews with staff and physicians as a method to ensure competency.
- h. Maintains competency and certification on all current and new procedures and equipment related to the delivery of respiratory care.
- i. Maintains patient charts, logs data on tracking forms (if applicable), and provides written documentation for tests and treatments performed.
- j. Provides group in-service trainings as needed for nursing and direct care staff in areas identified by physicians, skills assessment results, and conditions of residents.

27. Nutritionist I

This class series uses three levels of work in the Health and Human Services occupational group, Nutritionist Services occupational series and describes professional level work in the field of dietetics, food science and nutrition. Work involves nutritional and/or dietary evaluation and consultation pertaining to nutritional issues, problems affecting an individual's food habits, prescribed diets, and food service and preparation.

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- a. Consults with physicians and health care personnel to assess and determine nutritional needs, menus and diet restrictions of individuals.
- b. Develops, implements and evaluates nutritional care plans for regular and modified diets based on assessments of nutritional needs, diet restrictions, and other current health plans.
- c. Provides nutritional and/or dietary assessment to educate individuals and their care providers.
- d. Oversees the quality and quantity of food served to ensure that meals conform to prescribed diets and meet established requirements for nutrient content.
- e. Provides technical assistance, guidance and direction to food service personnel, health care professionals, agencies, community organizations and the public regarding current nutritional issues, problems affecting an individual's food habits, prescribed diets, and/or food service, presentation and preparation.
- f. Coordinates nutritional services with other health programs.
- g. Plans, organizes and conducts training for food service personnel and health care professionals.
- h. Prepares and maintains accurate records and reports.
- i. May oversee the work of support staff.

This is the first level of nutritionist work. Positions at this level report to an administrative or technical superior.

- a. Performs full range of nutritionist activities as described in the Essential Functions.
- b. Receives general supervision. Supervisor does periodic review for progress.
- c. Regular contacts are typically with individuals receiving services, care providers, internal agency staff and others outside the agency for the purpose of gathering, evaluating and providing information, influencing and motivating individuals, providing technical assistance, guidance and direction, and providing training.

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series, therefore, the KS & A's listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- a. Knowledge of the principles and practices of nutrition and dietetics and their relationship to health and disease.
- b. Knowledge of social, cultural and economic factors as it relates to health nutrition.
- c. Knowledge of menu planning, recipe development, diet evaluation and food processing equipment.
- d. Knowledge of food sanitation practices.
- e. Knowledge of state and federal regulations relating to nutrition programs.
- f. Knowledge of data collection and analysis techniques.

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- g. Ability to communicate nutritional concepts and standards to all levels of understanding.
- h. Ability to maintain accurate records and prepare reports.
- i. Ability to establish and maintain effective working relationships.

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Possession of a Bachelor's degree or higher in Food and Nutrition from a US regionally accredited college or university and coursework approved by the Commission on Accreditation for Dietetics Education (CADE) of the American Dietetic Association (ADA).