



Keith Stewart, Director

Office of Purchasing and Supply Services
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

NOTICE OF CONTRACT AWARD

February 3, 2021

AYA Healthcare, Inc.
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
Telephone: 858-242-5946
Contact: Julie Cole
Email: Julie.cole@ayahealthcare.com

Buyer: Donna Parks
Phone: 301-952-6567
Email: Donna.Parks@pgcps.org

SUBJECT: RFP 002-21: Provide School Based and Private Duty Nursing Services

AYA Healthcare, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **RFP**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **AYA Healthcare, Inc.** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Five (5) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

CONTRACT TERM

The term of the contract will be from February 1, 2021 through January 31, 2024.

OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is:

See Contract Pricing

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation documents.

AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **Notice of Award** for all applicable terms and conditions.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with and/or Uncontrolled Access to Students:

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the Safe Schools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCP students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCP satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCP until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through Safe Schools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCP upon request.

Restrictions on Employee Assignments:

Vendors are prohibited from assigning the following persons from working at a PGCPS location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

CRIMINAL BACKGROUND CHECKS

1. GENERAL PROVISIONS

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- B. The Vendor agrees to provide the designated PGCPS representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPS representative/project manager
- C. An Executed Contract will not be issued by the PGCPS Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

Compliance Laws

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendor’s violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George’s County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within five (5) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the solicitation for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

 2/10/2021
SIGNATURE DATE

Alan Braynin
NAME

President & CEO
TITLE

Aya Healthcare, Inc.
FIRM

 02/17/2021
SIGNATURE DATE

Keith Stewart
NAME:

Director, Purchasing & Supply Services
TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE’S COUNTY
UPPER MARLBORO, MARYLAND 20772-998

 02/17/2021
Mark E. Fossett, Ed.D. (Feb 17, 2021 13:22 EST)
SIGNATURE DATE

Mark Fossett
NAME:

Associate Superintendent for Supporting Services
TITLE

 02/17/2021
Barry Stanton (Feb 17, 2021 13:32 EST)
SIGNATURE DATE

Barry Stanton
NAME:

Chief Operating Officer
TITLE

Contract Pricing

Item Description	Regular Hourly Rate	Overtime Hourly Rate
School-Based Services		
Licensed Practical Nurses	\$40.75	\$61.13
Registered Nurses	\$61.50	\$92.25
Private Duty Nurses		
Licensed Practical Nurse Overtime Hours	\$40.75	\$61.13
Registered Nurses	\$61.50	\$92.25

By acceptance of this contract, Agency agrees to comply with the following specific reimbursement/liquidated damages requirements as outlined in the RFP and Addenda:

3.6 Training

PGCPS will provide training free of charge to all nurses assigned to the school district by the Agency. However, in the event a nurse that underwent PGCPS training leaves the Agency within one (1) full calendar year and no longer provides nursing services to the school district, the agency will be responsible for remittance to PGCPS of the full cost of the training provided by the school district. The training cost reimbursement rate for training provided by PGCPS is \$60.00 per hour, per nurse.

4.0 Agency Eligibility and Qualifications

Because any attempt to quantify the actual damages suffered by the School Board or by a student with a disability as a result of the successful agency’s failure to provide the services of a private duty nurse on any regularly scheduled school day would be extremely costly and imprecise, the successful agency understands and agrees that it will be assessed a charge of \$1,000.00 per day, as liquidated damages and in lieu of any other measure of damages, for each day or portion thereof that the student misses school as a result of the successful agency’s failure to provide the services of a private duty nurse to that student.