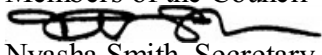


COUNCIL OF THE DISTRICT OF COLUMBIA
1350 Pennsylvania Avenue, N.W.
Washington D.C. 20004

Memorandum

To : Members of the Council
From :  Nyasha Smith, Secretary to the Council
Date : Monday, July 10, 2023
Subject : Referral of Proposed Legislation

Notice is given that the attached proposed legislation was introduced in the Office of the Secretary on Friday, June 30, 2023. Copies are available in Room 10, the Legislative Services Division.

TITLE: "Contract No. CW101161 with Maxim Healthcare Staffing Services, Inc. Approval and Payment Authorization Emergency Act of 2023", B25-0400

INTRODUCED BY: Chairman Mendelson, at the request of Mayor

Retained by the Council with comments from the Committee on Committee of the Whole.

Attachment
cc: General Counsel
Budget Director
Legislative Services



MURIEL BOWSER
MAYOR

June 30, 2023

Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

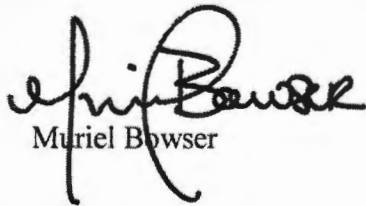
Enclosed for consideration and enactment by the Council of the District of Columbia is an emergency bill, the "Contract No. CW101161 with Maxim Healthcare Staffing Services, Inc. Approval and Payment Authorization Emergency Act of 2023," along with the accompanying emergency declaration resolution.

The legislation will approve Contract No. CW101161 and approve payment under that contract for goods and services received and to be received for COVID-19 positive case response and immunization support services for students who attend DC public charter schools.


As always, my administration is available to discuss any questions you may have regarding this contract. In order to facilitate a response to any questions, please have your staff contact Marc Scott, Chief Operating Officer, Office of Contracting and Procurement, at (202) 724-8759.

I urge the Council to take prompt and favorable action regarding the enclosed legislation.

Sincerely,


Muriel Bowser

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Chairman Phil Mendelson
at the request of the Mayor

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, on an emergency basis, Contract No. CW101161 and modifications thereto with Maxim Healthcare Staffing Services, Inc. for COVID-19 positive case response and immunization support services for students who attend DC public charter schools, and to authorize payment for goods and services received and to be received under the contract.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,

That this act may be cited as the “Contract No. CW101161 with Maxim Healthcare Staffing Services, Inc. Approval and Payment Authorization Emergency Act of 2023”.

Sec. 2. Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51), and notwithstanding the requirements of section 202 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02), the Council approves Contract No. CW101161 with Maxim Healthcare Staffing Services, Inc. and modifications thereto for COVID-19 positive case response and immunization support services for students who attend DC public charter schools and authorizes payment in the total not-to-exceed contract amount of \$10,269,900, for goods and services received and to be received under the contract.

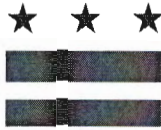
35 Sec. 3. Fiscal impact statement.

36 The Council adopts the fiscal impact statement provided by the Chief Financial
37 Officer as the fiscal impact statement required by section 4a of the General Legislative
38 Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code
39 § 1-301.47a).

40 Sec. 4. Effective date.

41 This act shall take effect following approval by the Mayor (or in the event of veto
42 by the Mayor, action by the Council to override the veto), and shall remain in effect for
43 no longer than 90 days, as provided for emergency acts of the Council of the District of
44 Columbia in section 412(a) of the District of Columbia Home Rule Act, approved
45 December 24, 1973 (87 Stat. 788; D.C. Official Code § 1-204.12(a)).

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



Pursuant to section 202(c-1) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c-1), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY

(Retroactive)

- (A) **Contract Number:** CW101161, pursuant to Contract CW82007
- Proposed Contractor:** Maxim Healthcare Staffing Services, Inc. (Maxim)
- Contract Amount:** Not-to-exceed (NTE) \$10,269,900
- Unit and Method of Compensation:** Fixed fee per hour
- Term of Contract:** Base Period: August 2, 2022, through August 1, 2023.
- Type of Contract:** Firm fixed hour price
- Source Selection Method:** Task Order no. CW101161 issued against DOH contract CW82007.
- (B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**
- Base Period Amount:** NTE \$10,269,900
There are no option periods.
- (C) **The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**
- Maxim provides COVID-19 positive case response and immunization support services for students who attend DC public charter schools. The method of delivery for these services will be in-person, as needed.
- (D) **The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

Emergency contract CW82007 was issued on April 20, 2020 in accordance with 27 DCMR 1702.1 by the DOH in response to the COVID-19 pandemic and option year one was exercised on March 16, 2022 for the period of August 31, 2022 through August 30, 2023. Task order CW101161 was awarded by the Office of Contracting and Procurement on behalf of the Office the State Superintendent of Education (OSSE) on August 2, 2022, against Department of Health contract CW82007.

- (E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

No protests were filed related to this contract award.

- (F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**

Maxim has adequate financial resources to perform the contract and the ability to obtain those resources. The evidence is provided from the contractor's financial history as reported by the Dun and Bradstreet business report obtained on July 26, 2022. Maxim has provided COVID-19-related healthcare staffing services to the District under contract CW82007 since April 24, 2020. Maxim also provided COVID-19-related healthcare staffing services to the OSSE under task order contract CW92858 since August 2, 2021, and has received positive contractor performance ratings. This evidence is provided in their performance evaluations, with the most recently submitted by the contract administrator on February 1, 2022. Additionally, they have provided nursing services to the Department of Health, DC Public Schools, and the Department of Consumer and Regulatory Affairs.

- (G) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:**

The period of performance for the contract is from August 2, 2022, through August 1, 2023.

- (H) The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:**

Base period: NTE \$13,253,400.

Modification No. M0002: Decreased NTE amount to \$10,269,900

- (I) The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:**

NTE \$10,269,900

(J) The date on which the contracting officer was notified of the proposed change:

The contracting officer was notified on August 25, 2022, of the proposed change (modification M0002).

(K) The reason why the proposed change was sent to Council for approval after it is intended to take effect:

There were multiple factors resulting in the awarding of the contract actions prior to submission to the Council. The main factor was that OSSE had a critical need to have the COVID-19 and immunization support services in place for public charter schools for the start of the 2022-2023 school year, which occurred during Council's summer recess. This factor, along with the procurement team working with the contractor to obtain a renewed, compliant certificate of insurance resulted in delays in submitting the retroactive contract to obtain Council approval before the contract actions were implemented. OCP remains committed to ensuring timely and compliant contract awards.

(L) The reason for the proposed change:

OSSE had a critical need to have the COVID-19 and immunization support services in place for the 2022-2023 school year and requested the decreased services based on their analysis of need.

(M) The legal, regulatory, or contractual authority for the proposed change:

27 DCMR, Chapter 36, Section 3601.2(c).

(N) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* ("Act"), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:

Maxim submitted a subcontracting plan on July 28, 2022, in the amount of \$4,638,690, which represents 35% of the original contract value of \$13,253,400. Maxim submitted a revised subcontracting plan on January 11, 2023, in the amount of \$3,594,465, which represents 35% of the total modified contract amount of \$10,269,900, meeting the requirements of the Act.

(O) Performance standards and the expected outcome of the proposed contract:

The District expects Maxim to provide and maintain an adequate staff of competent medical staff who maintain appropriate licenses and qualifications and meet the requirements to perform the health care services as needed for COVID-19 positive case response and immunization support services.

(P) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

\$10,269,900

- (Q) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

The Office of the Chief Financial Officer certified on February 22, 2023, that the agency had in its approved budget sufficient funds to meet the obligations of the proposed contract.

- (R) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**

The Office of the Attorney General has reviewed the contract and finds it legally sufficient. The Contractor does not have any pending legal claims against the District.

- (S) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

As of January 25, 2023, Maxim does not owe or is delinquent on any taxes with the Government of the District of Columbia.

- (T) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

As of January 25, 2023, Maxim does not owe or is delinquent on any taxes with the Government of the District of Columbia. The Contractor has certified that it is current with its federal taxes by submitting a Bidder/Offeror form.

- (U) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**

Maxim is not a certified, local, small, or disadvantaged business enterprise.

- (V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

None.

(W) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:

Maxim is not debarred or suspended from federal or District contract awards, based on searches conducted on the System for Award Management, and the Office of Contracting and Procurement websites.

(X) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):

A Determination and Findings for Contractor Responsibility was approved on August 2, 2022 and a Determination and Findings for Price Reasonableness was approved on August 2, 2022.

(Y) Where the contract, and any amendments or modifications, if executed, will be made available online:

All contract documents, including modifications, are available at <https://contracts.ocp.dc.gov/>.

(Z) Where the original solicitation, and any amendments or modifications, will be made available online:

The contract was not solicited.



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: June 30, 2023

Notice Number: L0009759428

MAXIM HEALTHCARE STAFFING SERVICES INC
7227 LEE DEFOREST DR
COLUMBIA MD 21046-3236

FEIN: **-***6157
Case ID: 1562802



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.



DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF

EDUCATION

MEMORANDUM

TO: Paul Kiingi
Contract Specialist
Office of Contracting and Procurement

FROM: Stephen Regis
Agency Fiscal Officer
Office of the State Superintendent of Education

DATE: 2/17/2023

RE: FY23 Funding Certificate for FY22/FY23 COVID-19 Positive Case Response and Immunization Support Contract # CW101161

The Office of the Chief Financial Officer of the District of Columbia hereby certifies that the sum \$10,269,900 is included in the District's budget and financial plan to fund the FY22 – FY23 contract with Maxim Healthcare Staffing Services task order # CW101161 against DC Health contract #CW82007. This task order will be for the Base year (8/2/2022 to 8/1/2023) to facilitate response to positive cases of COVID-19 and adherence with immunization compliance requirements including the COVID-19 vaccination. This memorandum certifies the amount of \$1,969,900 will be taken from FY22 (SOAR) and \$8,300,000 from FY23 (DIFS).

Agency	AY	Index	PCA	CSG	Object	Grant/PH	Project/PH	Fund	Amount
GD0	22	ARPE5	ARPE5	0041	0409	N/A	N/A	8156	\$1,969,900

Agency	AY	Fund	Program	Account Number	Grant Name/ Award Number	Project #/ Task #	Amount
GD0	23	1010138	400365	7132001	TBD	TBD	\$8,300,000

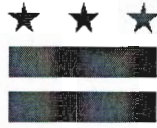
Should you have any questions, please contact Stephen Regis, Agency Fiscal Officer, at 202.727.3450.

Stephen Regis for Paris Saunders
OCFO Agency Signature

02/22/23
Date

Cc: Christina Grant, State Superintendent, OSSE

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL



Legal Counsel Division

MEMORANDUM

TO: Tommy Wells
Director
Office of Policy and Legislative Affairs

FROM: Megan D. Browder
Deputy Attorney General
Legal Counsel Division

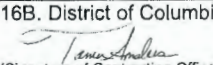
DATE: March 29, 2023

RE: Modifications to “Contract No. CW101161 with Maxim Healthcare Staffing Services, Inc. Approval and Payment Authorization Emergency Act of 2023” and Accompanying Emergency Resolution

This is to Certify that the Office of the Attorney General has reviewed the legislation entitled the “Contract No. CW101161 with Maxim Healthcare Staffing Services, Inc. Approval and Payment Authorization Emergency Act of 2023” and the accompanying emergency declaration resolution and determined that they are legally sufficient. If you have any questions, please do not hesitate to call me at (202) 724-5524.

A handwritten signature in black ink that reads "Megan D. Browder".

Megan D. Browder

MODIFICATION OF CONTRACT		1. Contract Number CW101161	Page of Pages 1 1	
2. Amendment/Modification Number M0001	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption COVID-19 Positive Case Response & Immunization Support Services	
6. Issued by: Office of Contracting and Procurement, 441 4 th Street, NW, Suite 330 South Washington, D.C. 20001		Code	7. Administered by (If other than line 6) Office of the State Superintendent of Education (OSSE) Division of Health and Wellness 1050 First Street, NE, 3rd Floor Washington, DC 20002	
8. Name and Address of Contractor (No. street, city, county, state, and zip code) Maxim Healthcare Staffing Services, Inc. 7227 Lee Deforest Drive Columbia, MD 21046 Attn: Mike Hemelt, Regional Controller		X	9A. Amendment of Solicitation No.	
Cod e Facility			9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. CW101161	
		10B. Dated (See Item 13) 08/02/2022		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
	A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
X	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, and Section 3601.3.			
	C. This supplemental agreement is entered into pursuant to authority of:			
	D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This modification to the task order identified in Block 10A above is hereby modified as described below: Task Order CW101161 to contract CW82007 is modified to make the following administrative correction to the period of performance: delete "August 3, 2022 through August 2, 2023" from section 4 and replace with "August 2, 2022 through August 1, 2023."				
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED				
		16A. Name of Contracting Officer Tamera Anderson		
		16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 08/04/2022

MODIFICATION OF CONTRACT		1. Contract Number CW101161	Page of Pages 1 2	
2. Amendment/Modification Number M0002	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption COVID-19 Positive Case Response & Immunization Support Services	
6. Issued by: Office of Contracting and Procurement, 441 4 th Street, NW, Suite 330 South Washington, D.C. 20001		Code	7. Administered by (If other than line 6) Office of the State Superintendent of Education (OSSE) Division of Health and Wellness 1050 First Street, NE, 3rd Floor Washington, DC 20002	
8. Name and Address of Contractor (No. street, city, county, state, and zip code) Maxim Healthcare Staffing Services, Inc. 7227 Lee Deforest Drive Columbia, MD 21046 Attn: Mike Hemelt, Regional Controller		X	9A. Amendment of Solicitation No.	
Cod e Facility			9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. CW101161	
			10B. Dated (See Item 13) 08/02/2022	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
X	A. This change order is issued pursuant to (Specify Authority): pursuant to the authority of 27 DCMR, Chapter 36, and Section 3601.2. The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, and Section 3601.3.			
	C. This supplemental agreement is entered into pursuant to authority of:			
	D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This modification to the task order identified in Block 10A above is hereby modified as described below: Task Order CW101161 issued against contract CW82007 is modified to align the work performed to reflect the rate of stakeholder participation. 1) The estimated hours for CLIN 0059 (Patient Care Technician II) are hereby decreased from 249,000 by 76,000 to 172,500 estimated hours. 2) The Not-to-exceed amount of Task Order CW101161 is hereby decreased from \$13,253,400 by \$2,983,500 to \$10,269,900;				
(continued on page 2)				
15A. Name and Title of Signer (Type or print) Mike Hemelt, Regional Controller		16A. Name of Contracting Officer Tamera Anderson		
15B. Name of Contractor <i>Mike Hemelt</i> (Signature of person authorized to sign)	15C. Date Signed 9.12.22	16B. District of Columbia <i>Tamera Anderson</i> (Signature of Contracting Officer)	16C. Date Signed 09/13/2022	

CONTINUATION SHEET
AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

Modification Number
CW101161- M0002

Page of Pages
2 | 2


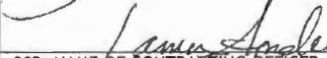
3) In section 8.8.2, replace the Contract Administrator (CA) from “ Autumn Morgan ” to “ Alexis Beverly”, details are as follows:

Alexis Beverly
Operations Management Specialist
Division of Health & Wellness
Office of the State Superintendent of Education (OSSE)
Government of the District of Columbia
1050 First Street NE, 6th Floor
Washington, DC 20002
Phone: (202) 442-3268
Email: Alexis.Beverly@dc.gov

CONTRACT ACTION RECAP:

Description	Effective Date	Amount
M0001 (Administrative change - correction to POP)	8/4/2022	\$0.00
M0002 (Change the CA and decrease services)	See Block 16C	\$10,269,900

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RK214245		PAGE 1 of 5	
2. TASK ORDER AGREEMENT NO. CW101161		3. Award/Effective Date See box 30 C	4. CONTRACT NUMBER CW82007		5. SOLICITATION NUMBER N/A		6. SOLICITATION ISSUE DATE N/A
7. FOR SOLICITATION INFORMATION CONTACT: Email: tamera.anderson@dc.gov		A. NAME Tamera Anderson		B. TELEPHONE (No Collect Calls) 202-258-0625		8. OFFER DUE DATE: N/A	
9. ISSUED BY Office of Contracting and Procurement Office of the State Superintendent of Education 1050 First Street, NE, 3rd Floor Washington, DC 20002			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> Open Market <input type="checkbox"/> DCSS <input type="checkbox"/> Cooperative Agreement SIC:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS Net 30 days
5. CONTRACTOR / OFFEROR Maxim Healthcare Staffing Services, Inc. Attn: Mike Hemelt, Controller 7227 Lee Deforest Drive Columbia, MD 21046			16. PAYMENT WILL BE MADE BY CODE The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov.				
15A DUNS CODE 		15B TAX ID NO.					
17. DELIVER TO Office of the State Superintendent of Education Division of Health and Wellness 1050 First Street, NE, 3rd Floor Washington, DC 20002			18. ADMINISTERED BY: Office of the State Superintendent of Education Office of Contracting and Procurement 1050 First Street, NE, 3rd Floor Washington, DC 20002				
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 ESTIMATED QUANTITY	22 UNIT	23 UNIT PRICE	24 ESTIMATED AMOUNT
0002	Registered Nurse I			4,920	Hour	\$130.00	\$639,600.00
0058	Registered Nurse III			29,520	Hour	\$96.00	\$2,833,920.00
0059	Patient Care Technician II			249,000	Hour	\$39.00	\$9,711,000.00
0037	Administrative Support/Unit Clerk			1,640	Hour	\$42.00	\$68,880.00
25. ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE:					26. TOTAL ESTIMATED AWARD (FOR GOVT. USE ONLY) Not-to-exceed \$13,253,400		
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) SEE SECTION 9.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mike Hemelt, Regional Controller			29C. DATE SIGNED 8/2/22	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Tamera Anderson		30C. DATE SIGNED August 2, 2022	

Maxim Healthcare Staffing Services, Inc.
CW101161

- 1. PRODUCT REQUIRED:** COVID-19 Positive Case Response and Immunization Support
- 2. CONTRACT NUMBER:** CW82007
- 3. TASK ORDER NO.:** CW101161
- 4. TERM OF CONTRACT**

The term of the contract shall be from August 3, 2022 through August 2, 2023.

5. OPTION TO EXTEND THE TERM OF THE CONTRACT

5.1 N/A

6. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Tamera Anderson, Contracting Officer
Office of Contracting and Procurement
Office of the State Superintendent of Education
1050 First Street, NE, 3rd Floor
Washington, DC 20002
202-258-0625 (Phone)
tamera.anderson@dc.gov (Email)

7. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 7.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

8. CONTRACT ADMINISTRATOR (CA)

- 8.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

Maxim Healthcare Staffing Services, Inc.
CW101161

- 8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - 8.1.2 Coordinating site entry for Contractor personnel, if applicable;
 - 8.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - 8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - 8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 8.2 The address and telephone number of the CA is:

Autumn Morgan
Division of Health and Wellness
Office of the State Superintendent of Education
1050 1st Street NE, 6th Floor
Washington, DC 20002
202-741-5307 (Phone)
autumn.morgan@dc.gov (Email)

- 8.3 The CA shall NOT have the authority to:
- 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - 2. Grant deviations from or waive any of the terms and conditions of the contract;
 - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - 4. Authorize the expenditure of funds by the Contractor;
 - 5. Change the period of performance; or
 - 6. Authorize the use of District property, except as specified under the contract.
- 8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

9. INVOICE SUBMITTAL

- 9.1 The Contractor shall submit proper invoices upon completion of services. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contract Administrator (CA) specified in G.6. The address of the CFO is:

Maxim Healthcare Staffing Services, Inc.
CW101161

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

The Contractor shall submit proper invoices on a monthly basis or as otherwise agreed upon with direction from the Contract Administrator (CA)

The Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

9.2 To constitute a proper invoice, the Contractor shall submit the following information:

- Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
- Description, price, quantity, dates of work actually performed;
- Other supporting documentation or information, as required by the Contracting Officer;
- Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- Name, title, phone number of person preparing the invoice;
- Authorized signature.

9.3 PAYMENT

The District will pay the Contractor after:

- a) Presentation of a properly executed invoice and verification of services received.

10. INSPECTION AND ACCEPTANCE

- 10.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

11. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 11.1 This Task Order, Sections 1-11, including Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated July 2010;
- 11.2 The Statement of Work (Attachment A);
- 11.3 DC Department of Health Contract Award No. CW82007;
- 11.4 Way to Work Amendment Act of 2006 - Living Wage Notice 2022;
- 11.5 The Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2022;
- 11.6 The US DOL Wage Determination No.: 2015-4281, Rev. No. 24, dated June 27, 2022.



**CLINICAL SUPPORT SERVICES (COVID-19 & IMMUNIZATION)
STATEMENT OF WORK**

C.1 SCOPE

The Office of Contracting and Procurement on behalf of the Office of the State Superintendent of Education (OSSE) is seeking a contractor to provide support in the responses to positive cases of coronavirus (COVID-19) and to support compliance with immunization requirements for students, including the COVID-19 vaccine, in DC public charter schools serving pre-kindergarten through adult education students.

The support will be used to facilitate response to positive cases of COVID-19 and adherence with immunization requirements, including the COVID-19 vaccine.

The following engagement of services is required. Minimum needs include the provision of trained and experienced staff to:

a. COVID-19 Support

- Supporting schools' response to positive cases
- Supervision of symptomatic students or staff
- Close contact identification
- Internal and external communication
- Support execution of schools' mitigation strategies
- Test administration
- Health screenings
- Cleaning and disinfecting

b. Immunization Support, including the COVID-19 Vaccine

- Schools' outreach to families
- Access to vaccines and vaccine resources
- Importance of being up-to-date
- Understanding Immunization Attendance Policy
- Student's vaccination and attendance status
- Schools' implementation of the Immunization Attendance Policy
- Monitoring students' vaccination status
- Assisting with maintaining school records and related administrative tasks

Because the Contractor will have access to Personally Identifiable Information (PII) for the purpose of supporting contact identification and reporting to DC Health of positive cases identified in participating District public charter schools, the Contractor is required to adhere to the Data Privacy Policy [Applicable Document 3]. The Contractor must comply with key federal laws containing provisions about student privacy. All parties, including subcontractors when appropriate, must agree and comply with the policy.

1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
0001	LIMITED COVID-19 PROCUREMENT EXTENSION	<u>Procurements Executed Under Emergency Authority as Specified in D.C. Act 24-277 and D.C. Act A24-0329</u>	03/24/2022
0002	Reference	OSSE Style Guide <i>(Available via PDF from OSSE)</i>	2020
0003	Data Privacy Policy	https://osse.dc.gov/sites/default/files/dc/sites/osse/publication/attachments/OSSE%20and%20Federal%20Privacy%20Laws_0.pdf	11/01/2017
0004	Family Educational Rights and Privacy Act	https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html	08/25/2021
0005	Health Insurance Portability and Accountability Act (HIPAA)	https://www.hhs.gov/hipaa/index.html	05/17/2021
0006	OSSE's Data Incident Response Plan: Policies	https://osse.dc.gov/sites/default/files/dc/sites/osse/publication/attachments/Data%20Incident%20Plan.pdf	03/05/2019
0007	OSSE's Data Destruction Policy	https://osse.dc.gov/sites/default/files/dc/sites/osse/service_content/attachments/OSSE%20Data%20Destruction%20Policy.pdf	03/01/2019
0008	NIST Sanitization Guideline	https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf	12/01/2014
0009	Non-Disclosure Agreement	https://osse.dc.gov/sites/default/files/dc/sites/osse/publication/attachments/Non-Disclosure%20Agreement%209.3.19.pdf	08/18/2016
0010	Immunization Requirements	https://dchealth.dc.gov/service/school-health-services-program	03/01/2022
0011	District Immunization Law	https://code.dccouncil.us/dc/council/code/titles/38/chapters/5/	03/02/2022
0012	District Immunization Regulations	https://dcregs.dc.gov/common/dcmr/rulelist.aspx?ChapterNum=5-e53&chapterid=258	01/01/2000
0013	Test to Stay	https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/what-you-should-know.html#anchor_1642695652184	01/24/2022
0014	Coronavirus Immunization of School Students and Early Childhood Workers Regulation Emergency Amendment Act of 2021.	https://code.dccouncil.us/us/dc/council/acts/24-280	01/12/2022

1.2 DEFINITIONS

Contact identification: The identification of individuals that may meet criteria as a close contact, per DC Health guidance.

FERPA: Family Educational Rights and Privacy Act

HIPAA: Health Insurance Portability and Accountability Act

Immunization Attendance Policy: The District of Columbia Immunization Attendance Policy, which details how public charter schools shall meet the requirements of the Immunization of School Students Act of 1979.

Local Education Agency (LEA): As defined in ESEA, a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools. Each charter network in the District of Columbia is an independent LEA.

Protected Health Information (PHI): Information, including demographic information, which relates to the past, present or future payment for the provision of health care to the individual, and that identifies the individual or for which there is reasonable basis to believe can be used to identify the individual.

Personally Identifiable Information (PII): Information that, alone or in combination, can be linked to a specific student, including but not limited to

- Name of student, parents, other family members, or staff.
- Address of student, parents, other family members or staff.
- Personal identifier, such as a Social Security Number, unique student identifier (such as OSSE's USI) or staff identifier, or biometric record.
- Indirect identifiers, such as date of birth, place of birth or mother's maiden name.
- COVID-19 test or vaccination results.

Symptomatic testing: Testing for COVID-19 of individuals identified to have symptoms of COVID-19

C.2 BACKGROUND

On March 2, 2020, the first resident of Washington, District of Columbia was reported to have contracted the novel coronavirus SARS-CoV-2, the virus that causes COVID-19.

Schools across the District initially closed for in-person learning and have since gradually reopened. Over the last school year, DC Public Schools and many public charter schools established programs to support the response to positive cases of COVID-19 identified amongst school communities.

As schools remain open and begin preparing for SY 2022-23 full-time, in-person learning, we have identified continued need for supports for charter schools as they proactively approach and reactively respond to positive cases of COVID-19 identified in their schools. This may include, but is not limited to, COVID-19 testing, screening, cleaning/disinfection, supervision of symptomatic students in the building, and contacting parents or guardians pertaining to COVID-19 and/or immunizations and directing them to health services, as needed. Experts have signaled the possibility of another surge of COVID-19 cases in the coming year. If such

a surge occurs, having these services in a state of readiness will help minimize the impact of such a surge and support smooth operations of schools.

Further, during the COVID-19 pandemic, many families avoided or lacked access to routine healthcare, including well child visits and immunizations. As a result, compliance with pediatric care and required immunizations decreased in the District and across the country, creating concern for an outbreak of a vaccine-preventable illness. Beginning in the 2022-23 school year, student immunization requirements include the COVID-19 vaccine for all students of an age for which there is a fully approved vaccine by the US Food and Drug Administration (FDA), per the Coronavirus Immunization of School Students and Early Childhood Workers Amendment Act of 2021.

To support the health of students, staff and the broader community, and to comply with District law and regulation, schools must ensure that all students are fully immunized, including the COVID-19 vaccine for all students of an age for which there is a fully approved vaccine. Schools must review records as often as necessary to ensure that all students are compliant with the District's pediatric immunization requirements and to identify and notify any noncompliant adult student or student's parent or guardian of any missing immunization certification. If a student remains non-compliant beyond a 20-school day period, the school shall remove the student from school until the immunization certification is secured by the school.

C.3 REQUIREMENTS

C.3.1 The Contractor shall immediately provide centralized support to participating charter Local Education Agencies (LEAs) and schools for the purposes of minimizing spread of COVID-19 and complying with immunization requirements in accordance with District law and regulations, including the Coronavirus Immunization of School Students and Early Childhood Workers Amendment Act of 2021.

Depending on the need expressed by public charter schools, the following roles may be required, at numbers determined by the number of participating charter schools:

C.3.1.1 Registered Nursing Director, who will supervise the Patient Care Technicians II, Registered Nurses, and Administrative Coordinator, will provide administrative and health services support to participating charter schools as necessary. Minimum qualifications include:

C.3.1.1.1 Minimum of high school diploma or GED; associate's or bachelor's degree in public health or related field.

C.3.1.1.2 At least one year of supervisory experience.

C.3.1.1.3 At least six months of contact tracing or related public health experience.

C.3.1.1.4 Demonstrated experience developing and facilitating trainings and technical assistance, with preference for such experience being in subject areas of contact tracing or related public health fields.

C.3.1.1.5 Completed course on privacy and handling private health information.

C.3.1.1.6 Completed Johns Hopkins online course on COVID-19 Contact Tracing.

C.3.1.2 Patient Care Technician II, who will provide on-site administrative and health services to participating charter schools as School-Assigned and Float Pool PCTs.

C.3.1.2.1 Minimum of high school diploma or GED

- C.3.1.2.2 Cardiopulmonary resuscitation certification.
 - C.3.1.2.3 Completed course on privacy and handling private health information
 - C.3.1.2.4 Completed Johns Hopkins online course on COVID-19 Contact Investigation
 - C.3.1.2.5 Completed DC Health Administration of Medication training within 30 days of hire, or as determined by OSSE and DC Health
 - C.3.1.2.6 Completed Respirator Fit Testing within 30 days of hire, if requested by school so as to facilitate administration of COVID-19 testing
 - C.3.1.2.7 Be able to lift up to 30 pounds.
 - C.3.1.2.8 Completed DC Health School Health Management training within 30 days of hire, or as determined by OSSE and DC Health.
- C.3.1.3 Registered Nurse, who will provide on-site health services to participating charter schools and support and supervise School-Assigned and Float Pool Patient Care Technicians.
- C.3.1.3.1 Must hold a license in good standing in the District of Columbia
 - C.3.1.3.2 Basic Life Support experience and training
 - C.3.1.3.3 Must hold a degree necessary to practice their profession (i.e., associate degree, bachelor's degree, graduate degree, etc.)
 - C.3.1.3.4 Completed DC Health School Health Management training within 30 days of hire, or as determined by OSSE and DC Health
 - C.3.1.3.5 Completed course on privacy and handling private health information
 - C.3.1.3.6 Completed Johns Hopkins online course on COVID-19 Contact Investigation
 - C.3.1.3.7 Completed Respirator Fit Testing within 30 days of hire, if requested by school so as to facilitate administration of COVID-19 testing
- C.3.1.4 Administrative Coordinator
- C3.1.4.1 Minimum of high school diploma or GED.
 - C3.1.4.2 At least six months of administrative experience.
- C.3.2 The Contractor will provide oversight including the following duties:
- C.3.2.1 The Contractor shall ensure all personnel report to the designated supervisor for their assignment during engagement. The Staffing Coordinator and RN Director will generally work fully remote but must be positioned to come to OSSE's offices or participating public charter school sites during regular business hours if deemed necessary to support the timely and high-quality completion of required deliverables. School-assigned and Float Pool Patient Care Technicians and Registered Nurses will work on-site at identified charter schools. An RN Field Director will go on-site at multiple school locations to support and monitor the performance of PCTs, and RNs assigned to those schools.
 - C.3.2.2 The Contractor shall ensure that personnel are working at all times articulated in Requirements and C.3.2.1, including hours outside of standard business hours.

- C.3.2.3 The Contractor shall furnish telephones and telephone service for all personnel.
- C.3.2.4 The Contractor shall ensure that all personnel have completed background checks, Tuberculosis tests, and drug screenings, and follow all vaccine and mask orders as required by OSSE and District law.
- C.3.2.5 The Contractor shall submit, prior to assignment, all resumes of proposed supervisory personnel that meet the minimum qualifications of the labor category descriptions/qualifications in Requirements C.3.1.2 and C.3.1.3, as well as the Registered Nursing Director role within C.3.1.1, to OSSE's designated POC.
- C.3.2.6 The Contractor shall submit monthly reports to the contract administrator and designated OSSE POCs indicating all services and time that is approved by their supervisor or manager for their assigned personnel previous period. Reports must be differentiated by hours spent by category of work (e.g., positive case response, clinical services, COVID-19 testing, immunization tracking and outreach, etc.).
- C.3.2.7 The Contractor shall ensure staff exercise all necessary precautions to avoid damage to equipment provided by the district (ex. Laptops) and shall assume responsibility for all loss from any damage to such equipment. The contractor shall reimburse OSSE for the entire expense incurred in making repairs and or replacing equipment due to loss or damages.
- C.3.2.8 The Contractor shall track and inspect all district equipment prior to returning to OSSE documenting and communicating and damages if applicable.
- C.3.2.9 The Contractor shall coordinate with the designated OSSE POC to return all equipment on a pre-determined and agreed upon time, date and location.
- C.3.3 School-assigned Patient Care Technicians (PCTs) Contractor's personnel will work during regular school hours of their assigned school, up to 37.5 hours per week. Based on school needs, PCT schedules can accommodate part time hours up to 20 hours per week. RN Program Director, RN Field Director(s) and RN Supervisors will work up to 40 hours per week, generally aligned to regular school hours.
- C.3.3.1 The Contractor shall request approval in writing from OSSE for any permanent hour reduction below 37.5 hours for PCTs based on school needs.
- C.3.3.2 The Contractor shall inform contracted staff members they are not authorized to perform work on federal or district holidays without prior approval from the Contract Administrator. The contractor shall monitor timesheets to ensure adherence and proper billing aligns with allowable hours based on labor categories and authorized work schedules.
- C.3.3.3 The Contractor shall provide OSSE with a condensed school operations schedule for all participating charter schools to identify pre-scheduled school breaks and professional development days.
- C.3.3.4 The Contractor shall provide a training schedule for contracted staff that incorporates pre-scheduled non-school days (inclusive of school breaks and professional development days) to OSSE. The training schedule shall incorporate staff orientation, onboarding, and continued training. The training schedule must be projected out for the entire school year (SY2022-23).
- C.3.3.5 Any requests for training and or additional work for contracted personnel during non-school days must be requested and approved in writing by the Contract Administrator no less than two weeks prior to the scheduled break with supporting documentation related to

trainings and or additional work hours. (Inclusive of Agendas, attendance records, presentation materials, hyperlinks to online trainings, certificates of completion etc.)

C.3.4 School-Assigned Patient Care Technicians:

- C.3.4.1 Lead or support the response to positive cases identified in the school, including preliminary contact identification; interviews with school staff and members of the school community; creation and review of seating charts; corresponding communication to positive individual, potential close contacts and members of school leadership and staff; and reporting to OSSE and/or DC Health.
- C.3.4.2 Ensure consistent, high-quality documentation and turnover of notes, records and related materials, to ensure continuity with floating PCTs and/or school staff. Utilize data and technology systems specified by the participating charter school.
- C.3.4.3 Lead or support the execution of any necessary mitigation measures after the identification of a positive case of COVID-19, to protect the health and safety of the broader school community.
- C.3.4.4 In circumstances in which a DC Health School Health Services Program nurse is unavailable, lead or support the supervision of symptomatic students or staff, in partnership with the Maxim Registered Nurse. Supervise COVID-19 diagnostic testing, if requested by the school, for symptomatic individual. Lead communication with positive individual and family, members of school leadership and staff, and school nurse, as appropriate.
- C.3.4.5 If requested by the school, support logistics, sample collection, follow-up and other related tasks to support COVID-19 testing. If supervising sample collection, must be fully trained and wearing appropriate Personal Protective Equipment (PPE) per vendor and DC Health specifications.
- C.3.4.6 If requested by the school, support implementation of daily health screenings, including temperature screenings, of students and staff.
- C.3.4.7 If requested by the school, support cleaning/disinfection protocols per DC Health guidance.
- C.3.4.8 If requested by the school, and upon completion of Administration of Medication training by DC Health, support the administration of medication to students when the DC Health School Health Services Program nurse is not present.
- C.3.4.9 If requested by the school, engage in health promotion activities such as displaying flyers around the school related to COVID-19 and immunizations.
- C.3.4.10 In the event of an anticipated or unanticipated absence by a PCT, float pool PCT is deployed to school within 60 minutes (if during tour of duty) or by school start time of next scheduled workday (if after hours).
- C.3.4.11 Perform outreach to families, including providing resources upon request, by such means as phone calls, emails, mail, and conversation on school grounds (e.g., at drop-off and pick-up), in an effort to ensure compliance with District law and regulations which require all schools in the District of Columbia to verify student compliance with the immunization requirements as part of enrollment and attendance. This includes the COVID-19 vaccine for students of an age for which there is a fully approved vaccine, per Coronavirus Immunization of School Students and Early Childhood Workers Regulation Emergency Amendment Act of 2021.

- C.3.4.12 Regularly monitors compliance with student immunization requirements, including the COVID-19 vaccine for students of an age for which there is a fully approved vaccine, and generates complete, accurate reports regarding student compliance with immunization attendance policy and applicable state laws.
- C.3.4.13 Review Universal Health Certificate, other Immunization records, and LEA / School records to ensure correct vaccines have been administered and documented in accordance with District law and regulations.
- C.3.4.14 In collaboration with school staff, collect, review, and support data entry related to student health forms as recommended or required in accordance with District law and regulations.
- C.3.4.15 Assist with mobile vaccination clinic scheduling, family outreach, as well as onsite day-of coordination and support, in collaboration with OSSE and DC Health to ensure compliance with District law and regulations which require all schools in the District of Columbia to verify student compliance with the immunizations, including the COVID-19 vaccine for all students of an age for which there is a fully approved vaccine, as part of enrollment and attendance.

C.3.5 Registered Nurses:

- C.3.5.1 Support School-Assigned PCTs with technical assistance (TA) regarding evidence-based COVID-19 protocols and response, including the response to a positive case of COVID-19 and the immediate steps to care for an individual identified with symptoms of COVID-19 within the school community.
- C.3.5.2 In circumstances in which a DC Health School Health Services Program nurse is unavailable, supervise symptomatic students or staff, in partnership with the PCT, and conduct clinical assessment of symptomatic students prior to dismissal. Supervise COVID-19 diagnostic testing of symptomatic student or staff, if requested by the school. If supervising COVID-19 sample collection, must be fully trained and wearing appropriate Personal Protective Equipment (PPE) per vendor and DC Health specifications. In partnership with PCT, lead communication with positive individual and family, members of school leadership and staff, and school nurse, as appropriate.
- C.3.5.3 Support the execution of any necessary mitigation measures after the identification of a positive case of COVID-19, to protect the health and safety of the broader school community.
- C.3.5.4 Serve as on-site resource for questions around COVID-19 and immunization requirements that align with the District immunization attendance policy. Lead trainings for staff to increase knowledge and confidence on COVID-19 protocol and response.
- C.3.5.5 The RN Program Director and Field Directors shall assist in the development of After-Action Reports (lessons learned) and other reports and presentations for OSSE and DC Health leadership, and as well as developing and implementing procedures to ensure operational readiness of implementation of outreach efforts to enforce the Immunization Attendance Policy and COVID-19 mitigation measures in District schools.
- C.3.5.6 Perform outreach to families, including for mobile vaccination clinics, by such means as phone calls, emails, mail, and conversation on school grounds (e.g., at drop-off and pick-up), in an effort to ensure compliance with District law and regulations which require all schools in the District of Columbia to verify student compliance with the immunization requirements, including the COVID-19 vaccine for all students of an age for which there is a fully approved vaccine, as part of enrollment and attendance.

C.3.6 Administrative Coordinator:

- C.3.6.1 Develop and clearly communicate schedule for all school-assigned Patient Care Technicians, float pool Patient Care Technicians and Registered Nurses.
- C.3.6.2 Monitor any anticipated or unanticipated absences by any member of Maxim team, deploy float pool immediately and as needed to fill gaps per the timelines in Requirement C.3.4. Ensure that immediate POC identified for each site (OSSE or at participating charter school(s)) is notified promptly of the absence and plan for redeployment.
- C.3.7 The Contractor shall ensure that all personnel, except for the Administrative Coordinator, are familiar with relevant provisions within DC Health and OSSE guidance for schools, especially related to close contact definition and criteria for exclusion, dismissal and return to care from schools. All personnel will participate in trainings and skills checks with OSSE and DC Health leadership.
- C.3.8 The Contractor shall meet all requirements under FERPA and HIPAA Compliance.
- C.3.9 Because the Contractor will have access to Personally Identifiable Information (PII) for the purpose of supporting contact identification and reporting to DC Health of positive cases identified in participating District public charter schools, the Contractor is required to adhere to the OSSE Data Privacy Policy [[Applicable Document 3](#)]. The Contractor must comply with key federal laws containing provisions about privacy. All parties, including subcontractors when appropriate, must agree and comply with the policy.
 - C.3.9.1 The Contractor shall use, restrict, safeguard and dispose of all information related to services provided by this Contract in accordance with all relevant federal and local statutes, regulations, policies and guidance.
 - C.3.9.2 The Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) in all respects. "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization when effective.
 - C.3.9.3 The Contractor shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 in all respects, including any amendments or other provisions of federal law.
- C.3.10 The Contractor shall adhere to generally accepted policies on information security, access, and employee controls in the handling of all information, including but not limited to personally identifiable information (PII), protected health information (PHI), and other sensitive and/or confidential information. Such policies will adhere to best practices and standards within the IT and education community related to information security and will include technical, operational and physical controls.
 - C.3.10.1 The Contractor shall adhere to OSSE's interpretation of compliance with federal and local privacy laws, in addition to ensuring all contracted staff complete the OSSE required data privacy training.
 - C.3.10.2 The Contractor shall use data disclosed to Contractor only for the purpose of providing COVID-19 contact identification services and related COVID-19 mitigation supports, supporting immunization compliance and reporting to the district on behalf of participating District public charter schools.
 - C.3.10.3 The Contractor shall not retain or release any information, including PII, Protected Health Information or other sensitive and/or confidential information provided by participating

Local Education Agencies (LEAs) except as specifically authorized by the Contract Administrator. All such information must be kept confidential at all times, using appropriate safeguards to maintain the security of personal information.

C.3.10.4 The Contractor shall use, and store data disclosed pursuant to this Contract in a manner that will preserve the confidentiality and integrity of information and will ensure that this information is not disclosed to anyone other than responsible officials with signed non-disclosure agreements.

C.3.10.5 The Contractor shall not re-disclose data disclosed pursuant to this Contract to any other person, entity, or governmental agency not specifically authorized in the Contract without prior written consent by the Contract Administrator.

C.3.10.6 The Contractor shall respond to OSSE's requests for any information, reports, or other assurances of ongoing compliance with the Contract's privacy requirements within seven [7] business days.

C.3.10.7 The Contractor shall utilize only secure data transfer solutions when sending data, documents or communications that include PII, Protected Health Information or other sensitive information.

C.3.10.8 The Contractor shall notify the user, LEA affected and OSSE of any data breach within 24 hours of the date on which the Contractor became aware of the breach. Notification must be sent to the Contract Administrator, to osse.datasharing@dc.gov, and to the Point of Contact identified by the relevant LEA.

C.3.10.8.1 Incident reports shall contain the following information:

- 1) Contract Number or Purchase Order Number
- 2) Summary of incident including:
 - a. Nature of incident
 - b. Storage medium from which information was compromised (e.g., flash drive)
 - c. Description of information suspected to be lost or compromised, including the number of affected records and the LEA(s) or school(s) affected
 - d. Source of the data involved (if known)
 - e. Actions taken since the incident discovery
 - f. Any additional information relevant to the incident
 - g. Date and time incident was discovered
 - h. Date and time incident happened (if known)
 - i. Contact information of person reporting the incident

Note: OSSE may take any actions authorized by law to remediate the breach, including, without limitation, exclusion of Contractor from future access to District data. Failure to provide notification under this paragraph may be grounds for termination of the contract, which is determined only by the Contracting Officer. Further, disputes arising under this contract shall be resolved as described in the District's Standard Contract Provisions dated July 2010.

C.3.11 The Contractor shall adhere to OSSE's Data Destruction Policy [[Applicable Document 7](#)] and sanitize all systems that contain PII, PHI, or otherwise confidential and/or sensitive information at the end of the period of performance. OSSE and participating LEAs retain full ownership rights to the information in the education records provided to the Contractor.

C.3.11.1 The Contractor shall confirm the appropriate time to sanitize data with the Contract

Administrator.

- C.3.11.2 The Contractor shall comply OSSE's requirements for data sanitization by following the NIST Sanitization Guideline [Applicable Document 8]
- C.3.11.3 The Contractor shall provide written certification of data sanitization within five (5) business days of destroying the data to OSSE.datasharing@dc.gov.
- C.3.12 All personnel hired by the Contractor, including all subcontractors hired by the Contractor, shall be informed of and adhere to all applicable federal privacy laws and the privacy protections in this Contract.
- C.3.13 The Contractor shall possess the following qualifications and experience:
 - C.3.13.1 Health professional staffing agency with at least twelve months of experience providing contact investigation services for state and/or local government agencies.
 - C.3.13.2 At least twelve months of direct experience building and executing school-based positive case response protocols and related COVID-19 health and safety reopening and operational supports in the District of Columbia and/or similarly sized K-12 school districts.
 - C.3.13.3 At least twelve months of direct and verifiable COVID-related experience with at least five distinct District government agencies, to ensure familiarity with key educational, health and emergency management stakeholders across District government, positioning quick and effective launch of services.
 - C.3.13.4 At least twelve months of direct and verifiable experience building and delivering trainings and providing technical assistance to stakeholders on COVID-19 or other public health topics.
 - C.3.13.5 Ability to recruit and vet qualified contact identification candidates within three weeks of confirmation by OSSE of staffing needs to ensure prompt provision of contracted services.
 - C.3.13.6 Ability to provide clean background checks for personnel prior to start date.
- C.3.14 The Contractor shall provide the following:
 - C.3.14.1 The Contractor shall develop and provide OSSE with a comprehensive implementation / project plan utilizing the template provided by OSSE.
 - C.3.14.2 The Contractor shall provide OSSE a cumulative monthly fiscal spend report identifying invoice amounts. If requested by OSSE, the fiscal spend report shall be broken down by activities performed per an OSSE-approved template and format.
 - C.3.14.3 The Contractor shall provide a cumulative weekly timesheet log for all contracted staff. If requested by OSSE, the timesheet log shall be broken down by activities performed per an OSSE-approved template and format.
 - C.3.14.4 The Contractor shall develop and furnish standard operating procedures related to work performed. Identifying processes implemented and oversight procedures enforced.
 - C.3.14.5 The Contractor shall develop and provide OSSE with a condensed comprehensive reference guide for participating LEAs.
 - C.3.14.6 The Contractor shall develop and provide OSSE with quality improvement summaries

and recommendations for improvements.

C.3.14.7 The Contractor shall furnish monthly progress reports utilizing the template provided by OSSE.

C.3.14.8 The Contractor shall furnish formal communications to school leaders, school staff and families.

C.3.14.9 The Contractor shall provide OSSE with a final report outlining project implementation success and details regarding services rendered to LEAs. The final report shall include metrics reflecting the overall impact of services provided related to positive case response and the compliance with the immunization attendance policy.

C.3.15 The District will perform the following duties:

C.3.15.1 OSSE shall review resumes for supervisory positions only and share number of staff required for each labor category upon contract award. OSSE reserves the right to screen candidates via telephone and/or conduct in-person interview prior to assignment.

C.3.15.2 OSSE shall provide contractor with two weeks' notice if staffing levels change prior to the end of the period of performance.

C.3.15.3 OSSE shall provide DC government-issued laptops to Registered Nurses, which must be returned upon termination of the contract and only used for the services pertaining to this contract.

C.4 DELIVERABLES

CLIN	Deliverable	Qty	Unit	Format and Method of Delivery	Due Date
001	Resumes of proposed RN Staff C.3.2.5	1	each	PDF. Submitted via email to David.Esquith@dc.gov & Courtnee.Miller@dc.gov	Within 5 business days of award
002	Staff Training Schedule C.3.3.4	1	each	PDF. Submitted via email to OSSE POC	Within 10 business days of award
003	Training Materials (Agendas, PPT) C.3.3.4	1	Per training	PDF. Submitted via email to OSSE POC.	2 weeks prior to schedule training
004	Trainings and TA documentation. (Attendance Records, Certs of completion etc.) C.3.3.4 & C.3.3.5	1	Per training	MS PPT, PDF. Submitted via to OSSE POC.	Within 5 days after training has concluded
005	Data Incident Report C.3.10.8.1	1	each	PDF, emailed to CA, osse.datasharing@dc.gov and the applicable Point of Contact at the relevant LEA	Upon each occurrence

006	Condensed Schedule for all participating Schools inclusive of preschedule breaks. C.3.3.3	1	each	Digital format delivered to OSSE POC	08/15/2022 Monthly updates as needed
007	Proof of sanitization of PII C.3.11	1	each	PDF, emailed to CA, osse.datasharing@dc.gov and the applicable Point of Contact at the relevant LEA	Within 2 weeks of contract end date
008	Project / Implementation Plan C.3.14.1	1	each	PDF. Submitted via Email to OSSE POC	Within 10 business days of award
009	Cumulative monthly labor and fiscal spend report C.3.14.2	1	each	MS Excel and PDF. Emailed to OSSE Point of Contact.	By the 15th of each month
010	Cumulative week timesheet log C.3.14.3	1	each	Excel. Delivered via email to Contract Administrator and designated OSSE POC.	Weekly, COB Tuesdays
011	Standard Operating Procedures C.3.14.4	10	each	MS Word and PDF	As assigned
012	Customized reference guide C.3.14.5	1	Per school	Digital format, in editable and PDF files. Delivered to OSSE POC	10/01/2022
013	Quality improvement summaries, including summaries of performance survey results and recommendations for improvement C.3.14.6	10	each	MS Word and PDF	As assigned
014	Cumulative Progress Reports C.3.14.7	1	each	Digital format, in editable and PDF formats. Delivered via email to OSSE POC	Biweekly
015	Formal communications to school leaders, school staff, families C.3.14.8	Up to 5	each	MS Word and PDF	As assigned
016	Final report C.3.14.9	1	each	Digital format, in editable and PDF files. Delivered via email to Contract Administrator.	End of contract period