

AB Staffing Solutions, LLC
4111 East Valley Auto Drive, Suite 106
Mesa, AZ 85206
480-345-6668/888-515-3900/FAX 866-486-6686

May 23, 2009

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: RFQ VNF09C012 Nurse Personnel

AB Staffing Solutions, LLC (hereafter named AB Staffing) is most pleased to provide the services set forth by the request. AB Staffing is an Arizona limited liability company. Our FEIN number is 48-1204065. AB Staffing agrees to undertake, perform and complete the stated scope of services in accordance with the terms and conditions of the Information for Bid.

Upon notice of contract award, AB Staffing will submit our Certificate of Insurance naming the State of Colorado as additional insured as well as comply with other state issues that are required, including a West Virginia license to do business in the state as well as the \$125.00 with the completion of the registration.

Our corporate office is conveniently located at 4111 E. Valley Auto Drive, Suite 106, in Mesa, Arizona 85206. This office will oversee all the nursing services, recruitment, qualifying, and assignment, as described in any resultant contract. Ashley Rashkin, Recruiting Manager of AB Staffing Solutions, LLC will have sole responsibility for the successful recruitment services set forth in the request. Our background/history and why AB Staffing is the most qualified to provide the services as described in this Response.

We have illuminated our recruiting processes, screening processes and orientation processes as well as other important items in our proposal. This IFB is good from the date due for 90 days thereafter. There is no intent for AB Staffing to charge for any portion of this response.

Respectfully,

Jack F. Phipps
Sales Manager
jack@abstaffing.com

RECEIVED

2009 JUN 16 A 8:51

PURCHASING DIVISION
STATE OF WV



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER:
VNF09C012

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY**

**ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
06/03/2009						
BID OPENING DATE: 06/16/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		964-65		
<p>NURSE PERSONNEL</p> <p>OPEN-END CONTRACT TO PROVIDE TEMPORARY NURSE STAFFING FOR THE WEST VIRGINIA VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2009, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE	TELEPHONE	DATE
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ADDRESS

PHONE

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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VENDOR

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: VNF09C012-----</p> <p>BID OPENING DATE: 06/16/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ VNF09C012 ***** TOTAL: _____</p>						

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TEMPORARY NURSING STAFFING SERVICES

Purpose:

The purpose of this Request for Quotation (RFQ) is to provide temporary Nursing Staffing Services to the WV Veterans Nursing Facility.

The WV Veterans Nursing Facility is located at One Freedoms Way, Clarksburg, WV 26301. The WV Veterans Nursing Facility is a 120 bed nursing facility for Veterans, with the potential of 20 beds for Special Needs Veterans.

History:

The facility began operating in November 2007 and has utilized temporary services as needed since opening. The facility is required to provide 24/7 RN coverage. In addition, temporary nursing services are also contingent upon the level of resident acuity of care needs. Use of temporary nursing services is expected to decrease as full time permanent staff is hired.

To provide a clear historical background of nursing services utilized we offer the following:

Month:	Number of Hours Used
November 2007	95.25
December 2007	175.25
January 2008	222.50
February 2008	278.75
March 2008	415.25
April 2008	236.75
May 2008	212.25
June 2008	504.25
July 2008	532.25
August 2008	596.25
September 2008	418.25
October 2008	352.00
November 2008	353.75
December 2008	219.50
January 2009	645.50
February 2009	639.00

March 2009

678.50

Historical data reflects the number of temporary nursing service hours used in the past. The number of hours for this contract may be more or less.

Vendor Responsibilities

Provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.

Pricing to include all hiring costs incurred by Vendor, such as background checks and drug screening.

Vendor will provide fully licensed and qualified healthcare professionals to accommodate Agency needs.

Vendor shall provide healthcare staffing as requested by Agency on a day-to-day or week-to-week basis. Assignments also may be made for a specified period of time as agreed upon in writing.

Vendor will provide timesheets for staff, which will be signed by Agency Nursing Supervisor or Director Of Nursing. A copy of the time sheet will be submitted with invoice.

Vendor shall be responsible for all federal, state, and local withholding taxes, worker's compensation, social security, unemployment, and any other obligation imposed on the Vendor as employer of nursing staff.

Vendor shall carry general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate coverage and comprehensive professional liability insurance with respect to its business and its employment of staff in the amount of \$1 million per occurrence and \$3 million aggregate coverage. Vendor shall provide Agency with a Certificate of Insurance upon execution of this agreement.

Vendor shall provide Agency with information on each staff according to State & Federal

standards, including application and skills checklist; CPR certification; references; confidentiality agreement; and other reasonably requested documents such as current physical examination, immunization records, negative 9 panel drug screening and licensure confirmation. No nurse providing services under this agreement will have been investigated and substantiated by a Board of Nursing or currently is subject to discharge resulting from an investigation by a Board of Nursing.

Vendor shall provide Agency current negative criminal background check documentation on all individuals to provide services under this agreement. Healthcare Staff will comply with all Agency appearance and demeanor standards. Agency reserves the right to terminate the presence of a nurse at the Agency when it is determined not to be in the best interest of resident care.

Vendor shall ensure the following representations regarding the staff to be provided:

- a. Have required training and education
- b. Possess a current valid professional license/certification in West Virginia
- c. Carry an original current CPR card
- d. Have proof of recent clinical experience in nursing home care
- e. Meet current Agency immunization requirements

Duties and Responsibilities of Agency

- A. Agency will notify Vendor of the number and specialty of staff needed for a shift or an assignment at least five (5) hours prior to the start of the shift or assignment, the date of each such shift or assignment, and the shift to be worked.
- B. Vendor staff shall work under Agency's supervision. Agency shall be solely responsible to provide each staff with day-to-day guidance in the execution of staff's professional responsibilities at the Agency.
- C. If the Agency shall cancel any shift, it shall notify the Vendor of such cancellation no less than six (6) hours prior to the scheduled start of the shift.

- D. The Agency shall provide safe and reasonable parking to all Vendor staff working at the Agency.
- E. The Agency will not allow any nurse who was dismissed for disciplinary or performance reasons by the WV Veterans Nursing Facility to return and work through a staffing agency.
- F. The Agency warrants that it has implemented a blood-borne pathogen exposure control plan that meets the requirements of OSHA rule 29CFR; Part 191.1030 and that all staff is subject to the program. The Agency shall provide staff with protective clothing and safety materials when blood-borne pathogens exist. Agency shall notify the Vendor of any exposure by the Vendor's staff to a blood-borne pathogen. Vendor shall provide for post-exposure medical evaluation and follow-up.

Life of Contract

This contract becomes effective upon award of contract and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing thirty (30) days written notice.

Renewal of Contract

This contract may be renewed upon the mutual written consent of the Agency/spending unit and the vendor submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, on a monthly basis, to the Business Office at the WV Veterans Nursing Facility for all services provided pursuant to the terms of the

contract. For tracking purposes only, the Vendor will provide the Agency a monthly spreadsheet to complete hours worked. These spreadsheets are collected monthly by the Business Office. The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Registered Nurse Shifts

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 55.00 = \$ 2200.00 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 57.00 = \$ 2280.00 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 57.00 = \$ 2280.00 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 58.00 = \$ 2320.00 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 57.00 = \$ 2280.00 (Extended total)**Licensed Practical Nurse Shifts**

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 36.38 = \$ 1455.20 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 38.38 = \$ 1535.20 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 38.38 = \$ 1535.20 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 39.38 = \$ 1575.20 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 38.38 = \$ 1535.20 (Extended total)

Certified Nursing Assistant Shifts

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 27.10 = \$ 1084.00 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 29.00 = \$ 1160.00 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 29.00 = \$ 1160.00 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 30.10 = \$ 1204.00 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 29.00 = \$ 1160.00 (Extended total)Grand Total : \$ 24,764.00

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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Response To RFQ VNFO9COI2 WEST VIRGINIA – DIV. OF VA VETERANS NURSING FACILITY BIDDER RESPONSE

AB Staffing has been in the medical staffing business in excess of 7+ years and has been providing recruitment and staffing solutions to both Government, Commercial and State by offering nursing services. Beginning in early 2000 AB Staffing began focusing primarily on efforts of recruitment and to place temporary medical professionals to specific Government Agencies, State and some independent Contractors.

We have targeted specialties, and focused our resources to place employees primarily in the nursing profession. We have developed a significant following amongst these candidates and have the capability to successfully recruit and place them in a wide variety of geographic locations across the United States.

Our Management Staff has more than 100 years of combined experience of management and ownership of staffing companies.

AB Staffing establishes the services to be provided by each member assigned to service any resultant contract arising from this proposal. **ENCLOSURE 1** is a chart highlighting the key staff personnel to be assigned to servicing this contract as well as the line of authority for servicing any contract arising from this proposal.

This experience provides AB Staffing with dedicated leadership and serves as mentors for the balance of our management and recruiting staff. All areas of management participate regularly in the recruitment and other aspects of our business activity. We designed our strategic plan to actively seek nursing and related business in all states and geographic areas. We have a large database of candidates enabling us to successfully and effectively service the West Virginia Veterans Facility with cost efficiency and in a timely manner.

AB Staffing provides value and strategic advantage to its customers by delivering services with the highest standards possible. This is possible because of the culture that has been built around knowledgeable, responsible, ethical and flexible employees committed to quality service. AB Staffing prides itself on being a great employer, and a supportive member of the communities in which we do business.

Our services require total human resources management, complete with up-to-date policies and procedures on personnel policies, travel, per diem (IRS standards), OSHA, FMLA, ES&H and EEO/AA, Safety in the Workplace, Sexual Harassment, and other related items and issues, including important employee issues, all conforming to federal and state laws and regulations. Our Policies & Procedures Handbooks as well as our Employee Handbook, including our Employee Agreement, are all part of our new-hire

indoctrination with a copy available for every employee. See **ENCLOSURE 2**, for **EEO/AA** and **ENCLOSURE 3** for **Sexual Harassment**, respectfully.

Our staffing activity requires first-rate human resource administration with stringent and fair operating policies, employee benefits and administration, payroll input, personnel recruitment and timekeeping into computerized timekeeping systems, invoicing summarization, management reports and contract reporting followed by client interface on a daily basis.

Our mission is to ensure that the State of West Virginia receives only the most highly qualified and dedicated contract nurses that exceed the requirements set forth by the RFP GC 2009, and that all AB Staffing employees are treated fairly and given the opportunity to enhance their careers. The following information will outline AB Staffing commitment to a recruitment plan, retention plan, quality control plan, management capabilities, transition phase, and its scheduling/reporting capabilities for the staff and management at the State of West Virginia, Veterans Nursing Facility.

AB Staffing has been providing services that are similar or same as those referenced in this RFP for the past 7+ years and before. We have provided nursing personnel in the specialty units that are been described in this solicitation. We are expert in locating and recruiting nursing personnel to meet a myriad of customer requests with regard to locations and expected job durations.

AB Staffing is in the process of becoming JCAHO certified which will ensure our clients that we are a company with high standards and that has met the rigorous requirements to achieve Gold Label status.

Our Management Staff has more than 100 years of combined experience of management and ownership within the temporary staffing industry. Our management staff provides AB Staffing with dedicated leadership and serves as mentors for the balance of our staff management participates regularly in the recruitment and account representation aspect of our business. They have designed our strategic plan so that we can succeed effectively in servicing our clients with cost efficient personnel. Attached is an organizational chart, ENCLOSURE 1 that illustrates our commitment to being the 'best staffing organization within the US', where customer service is paramount, as well as attention to detail.

AB Staffing has established written policies and procedures that cover virtually every aspect of our human resources responsibility. These established policies and procedures, such as Sexual Harassment, Equal Employment Opportunity/Affirmative Action, Health and Safety, etc., cover, in detail, all aspects of employment with AB Staffing, including an "at-will" employment understanding. The Recruiter shall review these Policies and Procedures with each new employee and ensure that the employee understands them.

Stan Rashkin, CEO, will be responsible for all information contained herein and will be the person responsible for future negotiations. Mr. Rashkin can obligate AB Staffing for any and all aspects of any contract arising from this response to the State of West Virginia, Veterans Nursing Facility.

Stanley Rashkin, President/CEO
AB Staffing Solutions, LLC
4111 E. Valley Auto Drive, Ste. 106
Mesa, Arizona 85206

Scope of Service

AB Staffing Solutions, LLC is an Arizona corporation and owned solely by Stanley Rashkin and since inception has been furnishing medical personnel, such as Registered Nurses and other medical personnel for private hospitals, state hospitals, county hospitals, Veteran's Hospitals and numerous other medical facilities. Included herein as ENCLOSURE 1 is an organizational chart for AB Staffing and areas of responsibility.

Ultimate responsibility for satisfactory performance of the contract rests with Stan Rashkin and the corporate management of our company. However, Ms. Schugg has the responsibility and authority to represent and act on behalf of AB Staffing on all matters relating to contract performance. One of the primary objectives is to achieve full cooperation with the client representatives in executing all contract requirements.

Resumes of Management personnel is included herein as **ENCLOSURE 4**.

The management experience mentioned above provides AB Staffing with dedicated leadership and experience to provide our clients the services needed. This experience has also allowed us to design our strategic plan to actively seek nursing business in all states and geographic areas. We have a large database of candidates enabling us to successfully and effectively service our Clients with cost efficiency.

Company Financial Information

As a solely corporation, AB Staffing does not audited financial statements. Our financial information reflects our banking relationship that clearly outlines our ability to meet and exceed the payroll requirements of the services required by State of West Virginia, Veterans Nursing Facility. Financial information will be provided upon request.

AB Staffing has the experience and financial capabilities to manage the contract with the State of West Virginia, Veterans Nursing Facility successfully. Our Management team has successfully conducted more than 10+ similar transitions with completion dates within 30 days of signing an Agreement or ongoing. We have developed policies and procedures and utilize systems that have been tried and proven valid. Both our

Company and our Staff are enthused about this opportunity and are committed to a win/win situation.

The State of West Virginia, Veterans Nursing Facility will receive professional and effective service; our employees contracted to your facility will be treated respectfully and receive service set forth by the top management of AB Staffing. AB Staffing takes great pride in our ability to recruit and retain qualified personnel that are carefully matched to meet our clients' specific requirements.

References

The following three (3) major current customers are provided below. Three letters of references are included as required.

- 1.** Christy Moore, RN, BSN
Supervisor, Medical Surgery Unit
Northern Navajo Medical Center
Shiprock, NM 87420
(505) 368-6810

- 2.** Kathleen Gender, RN, MSN
Assoc. Chief Nurse/Operations
Dept. of Veteran Affairs Medical Center
University & Woodland Avenue
Philadelphia, PA 19104

- 3.** Donna M. Huber, RN
Nurse Executive
Dept. of Health & Human Services
Indian Health Service
San Carlos Service Unit
P.O. Box 208
San Carlos, AZ 85550-0208

We expect and insure a fill ratio acceptable to State of West Virginia, Veterans Nursing Facility. At the inception of this contract staff recruiters will immediately meet with the client, in person or via telephone, in order to identify incumbent staff that the facility would like for us to retain. We will negotiate with these individuals to remain. We have a 95% capture rate in convincing incumbent employees to stay on the job. In order to fill the remaining vacancies we have already begun our recruitment efforts to identify candidates that meet your requirements and that are available to be assigned to your facility. We will also attempt to meet with the out-going vendor to see whether we can establish a coordinated effort to transition employees that wish to remain in their positions and that the vendor does not have equivalent positions to place them at.

Under the direction of Ms. Schugg, the recruiting staff has been tasked with identifying available candidates that meet the criteria to be acceptable to the our client. To date we have conducted efforts using our Internet recruitment resources, our company website (www.abstaffing.com) and our internal database that includes more than 10,000 candidates many of which have been pre-screened. We have identified a substantial number of interested and qualified candidates.

AB Staffing is a very proactive company and employees are our most important asset; in reality they are our inventory. Employees must always be treated fairly, courteous and with professionalism. Our company benefits, the smallness of our company with easy access to all levels of management including a dedicated staff benefits group, are just some of the things that make employees want to stay employed by AB Staffing.

AB Staffing staff members meet on a regular basis with contract employees. Employees on long-term assignments receive annual performance reviews and evaluations. Employees are recognized and rewarded by salary increases, by certificates of accomplishment, letters of commendation, and mention in company notices. Many employees who receive recognition are given "special recognition and mention" at company gatherings such as picnics or dinners.

AB Staffing will manage all employees in a professional manner. A designated AB Staffing office will handle all day-to-day business functions and administrative duties. This office is located at 4111 E. Valley Auto Drive, Ste. 106, Mesa, AZ 85206. A priority for a local, account representative will be to have daily business contact responsibility for Client and our employees assigned to Client.

AB Staffing has established policies and procedures, incorporated into a EMPLOYEE HANDBOOK, included as ENCLOSURE 8, that covers virtually every aspect of our human resources policies and procedures. These established policies and procedures, such as Sexual Harassment, Equal Employment Opportunity/Affirmative Action, Health and Safety, etc., cover all aspects of employment with AB Staffing in detail, including an "at-will" employment understanding which is included as ENCLOSURE 7.

Upon award of this contract, AB Staffing will modify our existing policies and procedures to accurately reflect all contract terms and conditions of our agreement with our Client. These policies passed on to the employee's gives them a sense of who AB Staffing is, of our responsibilities to them and our relationship to our client. We want our employees to have a clear understanding that they are a key part of the organization and of their client responsibility. AB Staffing bends over backwards for the employee in matters of payroll distribution, benefits administration, coordination and communication and even in disciplinary actions. All of these actions including our methods make it much easier to retain employees, once they are sent to a client facility.

As part of our employee retention efforts we will endeavor to obtain frequent performance evaluations on all employees assigned to our Client. The account representative will sit with each employee to review his or her performance evaluation and recommendations, if applicable. Employees will be praised for their strong points and counseled about their weaknesses. In the event that there is a problem with an employee such as attendance, attitude, or performance, our account representative will meet with the employee in counsel them and take appropriate steps should disciplinary actions be necessary. When an employee's contract or assignment has come to an end the AB Staffing account representative will notify them of this fact and ensure an orderly off-site transition.

AB Staffing utilizes all advertising mediums to maximize applicant contact to satisfy our general business needs, and to target specific requirements as they arise. AB Staffing continually advertises in several national, industry related publications, as well as local area newspapers, and others to cover local, major and national markets. We request and encourage resume submissions in all our advertising for skill requirements in "hot" demand in order to build a cadre of available candidates, for present and future needs.

As necessary, AB Staffing creates specific, directed help-wanted advertisements in local or centralized markets where the immediate need is to attract local professionals or technical personnel.

Our offices attract fresh applicants as a result of our on-going newspaper advertising, employee and customer referral, minority, church and veteran groups; continuous advertisements in trade and industry publications, out of area field recruiting trips (open houses), WEB site listings and special mailings are all part of our carefully tailored help-wanted advertising. Our recruiters work closely with all federal and state unemployment agencies to generate additional walk-in applicants.

All contract employees are employed "at will". This means that a person may quit or be replaced at will, without any notification. All contract personnel must agree and sign an employee agreement as a condition of employment. This at will not only benefits the employer but the Client too. At any time the Client may direct the contract to terminate the contract employee for any reason whatsoever.

Employee evaluations are an important element of our human resource policy and procedure. Equally important is job counseling, both for career enhancement and for disciplinary action. At any hint of any improper action by an employee that might involve disciplinary or job counseling action, AB Staffing supervision or management is immediately alerted involved.

Credentialing & Processing

AB Staffing understands that schedules and planning will be used for filling the requirements set by State of West Virginia, Veterans Nursing Facility. We will meet with

NEISD and produce an acceptable schedule of meeting the nursing services required, operations and on-call.

AB Staffing has a reputation for encouraging contract employees to continue their education. Continuation of education and the occasional seminar is something that AB Staffing normally pays for, subject to approval by management. AB Staffing accepts these responsibilities and assures the State of West Virginia, Veterans Nursing Facility that we understand that holidays, vacation, sick leave, continuing education is part of AB Staffing responsibility as a cost item.

We will provide details of credentialing, including criminal background checks, including FBI checks, and these checks will be within 30 days of placement at State of West Virginia, Veterans Nursing Facility. Recruiters shall collect the relevant information needed for fully screening and qualifying the candidate. We require an up-dated resume, or CV, a completed Skills List that is Specialty Specific, a copy of their license(s), copy of their certification(s) malpractice insurance status and claims history, three (3) professional references from both peers and supervisors, diplomas or certifications, privileges at prior facilities, and whatever other documentation that our Clients require.

Our Recruiters shall contact the various State Licensure Boards to verify that the candidates' licenses are current and in good standing. Candidate references will be contacted to verify the type of work performed, quality of work, candidate reliability, knowledge and skills, dedication to the facility and its patients and the candidate's attendance history.

Staffing

AB Staffing has a track record of being an aggressive, quality supplier of temporary nursing services. Our recruiting staff are trained and indoctrinated to react quickly to client staffing needs. Our recruiters are responsible for verifying that we have received all of the required information and copies of documentation for a candidate before they are considered. A background check that includes national criminal, DMV, and credit checks shall be conducted utilizing one of contracted Investigation vendors. Once this has been verified the candidate is offered to the Client only when we are confident that their credentials are in order individual files are made for each prospective candidate and are reviewed and maintained on a regular basis to ensure accuracy and status.

The recruiters shall verify that our employees maintain their required licenses and certifications to perform their assigned tasks and that meet the client's requirement. He/She shall schedule physical examinations, continuing education courses when necessary, conduct intense orientations that explain the policies and procedures that they are expected to adhere to, facilitate background checks, schedule work hours, and generally monitor all pre-employment activities. The recruiters shall monitor our Human Resource Systems since they have the capability of automatically tracking license and

certification expirations and take immediate action when an employee's status is within 30 days of needing renewal.

Candidates can be disqualified at any time during the qualification process. Some typical reasons for disqualifying candidates would be:

- Unfavorable previous employment references
- Unfavorable traits of habit or character
- Failing pre-employment drug or alcohol test
- Previous Criminal or Morals record
- Un-true responses to recruiter questions
- Falsifying employment history or credentials

AB Staffing agrees that total transparency in scheduling of each employee, policy administration, staff activities and other data should be the best interests of AB Staffing and the contractor. Our recruiters should remain "in touch" with our employees and be dedicated to helping them improve their skills and performance. If the Client will permit us to have our employees' performance reviewed by their supervisors we shall enhance the value of our service by providing the employee with valuable feedback on both their strengths and weaknesses. The Recruiter shall counsel each employee on areas that need to be addressed.

Reporting

AB Staffing has recently invested in Automated Business Designs (ABD); a recruiting and staffing software called Ultra-Staff. This software has tied in our front and back office, allowing us to manage our employees, database of candidates and payroll in a more efficient manner. This software supports our recruiting, scheduling, time management, skills inventory, credential monitoring, payroll summaries and maintains all types of reports that can help manage, track and add value to our Clients operations.

Below is a list of reports we would be able to provide the State of West Virginia, Veterans Nursing Facility.

- Assignment Start Dates
- Fill Rates
- Cancellation/Termination Rates
- Backfill Rates
- CAF Reports

All reports can be made available on line.

Maintaining a stable workforce is extremely critical. AB Staffing is a very proactive company and our employees are our most important assets; in reality they are our inventory. Employees must always be treated fairly, courteously and with a great deal

of professionalism. Our company benefits, the personal culture of our company with easy access to all levels of management including a dedicated staff benefits group, are just some of the things that make employees want to stay employed by AB Staffing.

AB Staffing staff members meet on a regular basis with contract employees. Employees on long-term assignments receive annual performance reviews and evaluations. Employees are recognized and rewarded by salary increases, by certificates of accomplishment, letters of commendation, and mention in company notices. Many employees who receive recognition are given "special recognition and mention" at company gatherings such as picnics or dinners.

Employee Services

A designated AB Staffing staff will handle all day-to-day business functions and administrative duties. A priority for the local, dedicated, account representative will be to have daily business contact responsibility for Client and our employees assigned to Client.

AB Staffing has established policies and procedures, incorporated into a EMPLOYEE HANDBOOK that covers virtually every aspect of our human resources policies and procedures. These established policies and procedures, such as Sexual Harassment, Equal Employment Opportunity/Affirmative Action, Health and Safety, etc., cover all aspects of employment with AB Staffing in detail, including an "at-will" employment understanding.

Upon award of this contract, AB Staffing will modify our existing policies and procedures to accurately reflect all contract terms and conditions of our agreement with our Client. These policies passed on to the employee's gives them a sense of who AB Staffing is, of our responsibilities to them and our relationship to our client. We want our employees to have a clear understanding that they are a key part of the organization and of their client responsibility. AB Staffing bends over backwards for the employee in matters of payroll distribution, benefits administration, coordination and communication and even in disciplinary actions. All of these actions including our methods make it much easier to retain employees, once they are sent to a client facility.

Our company functions provide the ideal environment and forum to discuss many personal and business issues with our employees. Due to our personal involvement and concern for our employee welfare we develop an open rapport that allows us to identify potential problem issues and resolve them before they become significant. Our ability to identify problems and make our employees feel like part of the family will prove to be a powerful influence in our recruiting and retention of a stable work force.

The retention of a dedicated work force is critical to our assisting clients in the successful meeting of their objectives. AB Staffing becomes personally involved with each of our employees. In summary, AB Staffing will manage all Human Resources functions concerning our employees ensuring a contented and stable workforce assigned to our Client's programs.

AB Staffing management staff will be very accessible to our employees. We have staff employees that are dedicated to the handling of employee benefits, employee travel, and payroll problems and workers' compensation activities. Any questions regarding benefits including health insurance will be researched and handled promptly.

AB Staffing employees assigned to our Client will have the comfort of knowing that their paychecks will be there on time, every time. As indicated below, we make available a number of options for payroll distribution: employees may elect electronic funds deposit (direct deposit), direct mail to their homes, or they may pick them up at our local office after work hours. AB Staffing is proud of our record of never being late on a payroll, much less missing one!

Employees that are properly managed, feel that they are an important part of a company, treated professionally and have firm employment guidelines make for a stable work force. AB Staffing will take responsibility for our employees and do whatever necessary to ensure that they remain on assignment to our Client through job assignment completion.

AB Staffing will make its full cadre of human and administrative resources available in order to support our Client properly in all aspects of the contract requirements. A whole "team effort" business-like approach, geared towards the success of the company, is what sets our business approach apart from the competition. AB Staffing is proof that the "whole is greater than the sum of its parts!"

AB Staffing staff management has extensive experience in converting incumbent staff to the payroll of AB Staffing. In taking over a contract once held by another contractor it is important that AB Staffing hold general meetings with all incumbent contract personnel in order to make all incumbent personnel to feel good about working for a new contractor.

Performance issues

In the event that an Employee conflict due to work contract performance issues, AB Staffing will address them in the following manner:

1. Employee work performance - AB Staffing should be notified within 24 hours regarding what the issues are.
2. AB Staffing designated representative will interview all parties involved immediately.
3. The AB Staffing designated representative will meet with the client to determine seriousness and a course of action.

4. AB Staffing will meet with the employee and implement the solution. Minor offenses will result in employee counseling and required corrective action.
5. Incident will be notated in employee's employment file. Repeat offenses to minor conflicts will result in employee termination.

For major infractions or violations of any AB Staffing policy the employee will be discharged immediately. These regulations include:

- Not showing up for the assignment
- Unexcused absence or repeated late attendance
- Destroying or defacing of Client's property
- Fighting on Client property
- Possession of illegal substances, alcohol, and weapons on Client property.
- Reporting to work under the influence of alcohol or drugs.
- Theft or dishonesty
- Refusal to obey a reasonable assignment request by the Client
- Creating conflict at the Client facility
- Verbal abuse of a Client or co-worker

Should it become necessary to terminate the employee the Client may either request that the employee leave the premises immediately or they may allow the employee to remain until a suitable replacement arrives.

AB Staffing shall recruit and qualify more candidates than are actually called for so that we can be prepared to address any unforeseen issues that may arise. We shall develop a pool of candidates that are available to work. Individuals that meet the qualifications of the particular contract that we are working with shall be processed further so that we have all of the requisite background of experience.

Getting started

When we first are awarded a contract with the Client we request a meeting with their supervisory staff that will be responsible for managing our employees. We establish minimum work standards, productivity levels, and general expectations for the position that our employees will fill. Once we have developed a mutually acceptable level of standards we put them in writing and disseminate them to employees so that they are cognizant of how they are being evaluated.

The performance evaluation methodology used by AB Staffing depends primarily on the client's policy on reviewing contractor personnel. We like to speak to client supervision for feedback on employees. In-depth employee performance evaluation and reviews are performed regularly. Performance feedback is an important part of our service to our clients and to our employees alike. With the Client's permission, our Contractor

Employee Evaluation forms will be provided to each supervisor to complete an evaluation on each contractor employee.

Appointments with our employees are scheduled so that we can review and discuss, in depth, the evaluation with each employee. At this meeting we determine what potential or on-going problems might exist, we set goals and objectives to correct any problem areas or concerns and we relate to the employee what he or she is doing well and pass on "congratulations". We discuss areas for improvement so that he or she can continue to grow within their specific skills and become eligible for advancement or reclassification. If the Client supervision requests a follow-up on an evaluation, we will provide a written summary of action taken, corrective or otherwise, and the employee's response to the issues or concerns covered.

These evaluations become an integral part of the employee's personnel file and play an important part in reassignments or promotions for the employee.

Each contractor employee is to be evaluated by the following criteria:

- Quality
- Quantity
- Initiative
- Timeliness
- Technical Proficiency
- Problem Solving
- Working With Others
- Attitude
- Learning
- Adaptability
- Consistency of Performance
- Communications
- Strengths
- Areas of Improvement Needed

AB Staffing well understands the need for performance measures for contract resources. We have a very successful appraisal process in use for other major accounts to gather data from the client managers of our contracted staff. Performance data is important to us for appraisal and development of individual staff as well as one measure of customer satisfaction.

We likewise understand the need for the Client to gather performance data on contracted resources. The development and refinement of appropriate measures working together with the Client is also very fitting. Clearly, data comparing the service level of contract personnel with business unit staff persons can only be accomplished by the Client managers providing appropriate measures to functions for both groups of resources. In development of performance measures, we would seek to be involved in

development and refinement of the measures and would seek to include the gathering of quality of service measures as well.

On the other hand, the administration of performance review and appraisal is one of the classic tests of employer-employee relationships in co-employment determinations. AB Staffing would suggest that we work together to develop an effective program to insure that appropriate AB Staffing managers have access to any appraisal and performance data gathered by the Client for our staff and services, and that we maintain the responsibility for the performance appraisal counseling with our employees.

As previously stated, AB Staffing has recently invested in Automated Business Designs (ABD) recruiting and staffing software called Ultra-Staff. This software has tied in our front and back office, allowing us to manage our employees, database of candidates and payroll in a more efficient manner. This software supports our recruiting, scheduling, time management, skills inventory, credential monitoring, payroll summaries and maintains all types of reports that can help manage, track and add value to our Clients operations.

ENCLOSURE 5 is a Sample Certification of Liability Insurance. Please note that AB Staffing was once known as Anderson & Bates Staffing Solutions, LLC. See page 2 of the response for details of the name change. The Policy numbers of all shown on the Certificate are accurate, unless expiring.

ENCLOSURE 6 is an abbreviated list of current contracts and client reference letters, which reflects the depth of AB Staffing experience and ability to meet the stringent requirements of the Client bid.

ENCLOSURE 6 is a partial listing of current contracts that AB Staffing has furnished personnel to their medical facility or hospital. ENCLOSURE 5 also includes three (3) letters of reference from satisfied customers, namely one reference is from the Department of Veterans Affairs, Philadelphia, PA, one is from the Indian Health Service in Shiprock, New Mexico, and the last one is from Indian Health Service, Public Health Service from San Carlos, Arizona.

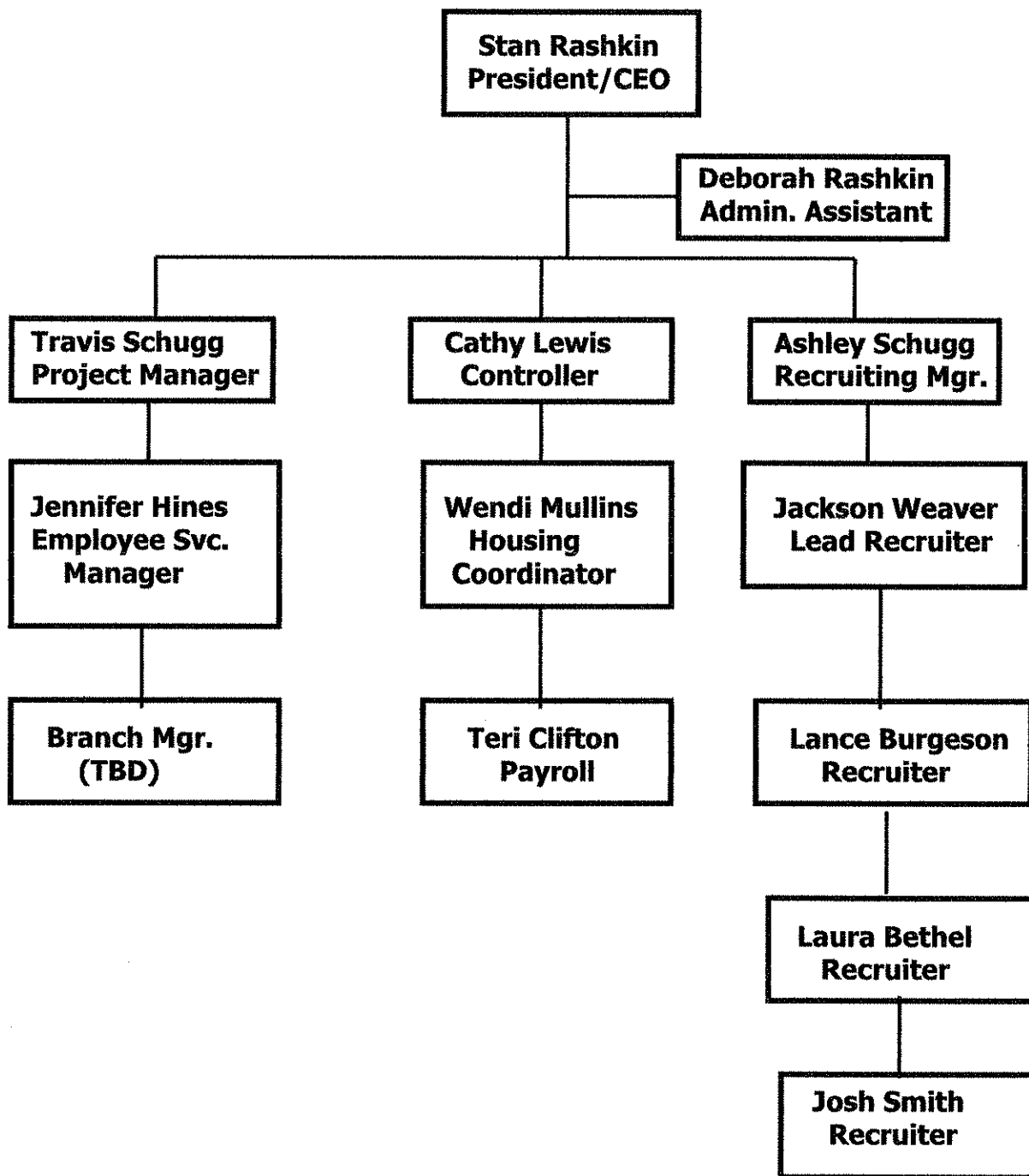
ENCLOSURE 7 is enclosed and is our Standard Employee Agreement which sets forth such criteria as rate of pay, paydays (weekly), employee status with AB Staffing, policies & procedures, discussion of pay, Per Diem and Travel Pay. Note the "at will" termination paragraph.

ENCLOSURE 8 is a multi-page Employee Handbook that is adapted for each Client and contains everything from employee status definition, confidentiality, at-will employment to benefits and work policies & procedures while encompassing 14 pages.

ENCLOSURE 9 contains our Cost Proposal.

ENCLOSURE 1

**AB Staffing Solutions, LLC
Line of Authority &
for
Colorado – Dept. of Human Services**



ENCLOSURE 2

EQUAL EMPLOYMENT OPPORTUNITY

AND

AFFIRMATIVE ACTION

EEO/AA

AB Staffing Solutions, LLC
4111 East Valley Auto Drive, Ste. 106
Mesa, AZ 85206

AB Staffing Solutions, LLC (hereafter referred to as “AB Staffing”) has a policy of equal opportunity for all employees, applicants and candidates for employment with AB Staffing. This policy is a fundamental and important part of our business operations, at all AB Staffing locations.

Our Equal Employment Opportunity and Affirmative Action (EEO/AA) policies and practices go beyond simply prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability or veteran status. AB Staffing policies and hiring practices assist us in our goal of being the best employer of contract staffing support within our industry. We will foster an atmosphere of dignity, fair play and trust in which all employees are considered for employment or hired solely on the basis of their ability, performance and contribution. We are committed to Equal Employment Opportunity. Every member of the AB Staffing organization bears the responsibility for carrying out our Affirmative Action programs and policies. We dedicate ourselves to continuous improvement in our recruitment and hiring practices in regards to Equal Employment Opportunity.

Stanley Rashkin
Owner & Chief Executive Officer

Equal Employment Opportunity (EEO) means fair and nondiscriminatory employment policies and practices.

Affirmative Action (AA) is the process by which we achieve and ensure equal opportunity in all aspects of employment for minorities, women, persons with a mental or physical disability, disabled veterans, and veterans of the Vietnam era.

The process includes the establishment and monitoring of employment goals and other objectives and the development and implementation of positive actions to realize success in the goals and objectives.

CORPORATE EEO POLICY

The principles of Equal Employment Opportunity are important parts of AB Staffing personnel policies and practices. Employment with AB Staffing is solely based on individual qualifications, and competence. Personnel policies and practices are not influenced or affected by an applicant's or employee's race, color, religion, sex, age, national origin, physical or mental disability, status as a disabled or Vietnam-era veteran, or any other on-job related characteristics. The policy applies to all aspects of recruitment, or employment, all forms of compensation, benefits, layoff, termination or discharge, and all other actions affecting employment status. It is our policy to always maintain an environment that is free from unsolicited or unwelcome sexual, or racial, overtures or comments.

COMMUNICATION OF POLICY

All information concerning AB Staffing Equal Employment and Affirmative Action policies and programs are transmitted through:

1. Internal Memorandums
2. Employee orientation meetings
3. Management and Staff meetings/seminars
4. Help-Wanted Advertisements in newspapers, trade journals, industry publications, and others.
5. Incorporation of the Equal Opportunity clause in purchase orders, contracts and subcontracts with clients.

EEO & AA ADMINISTRATION

Responsibility for the administration and implementation of AB Staffing policies and programs is as follows:

- A. Owner, Managers and Supervisors of each AB Staffing offices or facilities.
- B. The Recruiting Manager of AB Staffing is appointed to establish and monitor Affirmative Action goals and objectives and recommend appropriate changes or actions to fully comply with established policies and procedures.
- C. The Recruiting Manager is further charged with the responsibility for monitoring AB Staffing compliance with EEO legislation and ensuring the development and implementation of the Affirmative Action plan throughout the company.

Equal Opportunity recruitment for Affirmative Action goals and objective will be developed for each office, or facility, annually and monitored on an ongoing basis for adherence and compliance to the goals and objectives.

COMMUNICATION AND PROBLEM RESOLUTION

All employees are encouraged to bring work related problems, opinions, criticisms, suggestions, or

complaints out into the open. All employees are encouraged to have open communication with the cognizant AB Staffing® supervisor, or branch manager responsible for the coordination of the client contract, subcontract, or purchase order and if not fully satisfied communicate directly with the Personnel Manager, or above without fear of censure or reprisal for doing so.

CONCLUSION

This information is intended only to provide an overview of Equal Employment Opportunity (EEO) and Affirmative Action (AA) dedication at AB Staffing. Our policy is carried forward each and every day toward our goal of equal employment opportunity for all.

As a leader in the contract staffing industry for many years, AB Staffing is adamant about equal employment for all.

ENCLOSURE 3

SEXUAL HARASSMENT POLICY

**AB Staffing Solutions, LLC
4111 East Valley Auto Drive
Suite 106
Mesa, Arizona 85206**

AB Staffing Solutions, LLC ("AB Staffing ") is committed to providing a work environment that is free of discrimination, including freedom from sexual harassment, and the Company prohibits sexual harassment of its employees in any form.

The Company considers that unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to the conduct is, either explicitly or implicitly, treated as a term or condition of employment, (2) submission to or rejection of such conduct is threatened or insinuated to be used as the basis for employment decisions affecting an employee, or (3) such conduct is intended or has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

No supervisor (or other employee responsible for work assignments) shall threaten or insinuate in any fashion that an employee's submission to or rejection of sexual advances or requests for sexual favors will affect in any manner the employee's employment, evaluation, wages, advancement, assigned duties, or any other terms or conditions of employment or career development.

All employees are prohibited from engaging in other sexually harassing conduct in the work place. This includes: repeated, offensive sexual flirtations, advances and/or proposition; continual or repeated verbal abuse of a sexual nature; sexually degrading words used to describe an individual; and the display in the work place of sexually suggestive objects or pictures.

All incidents of sexual harassment should be reported to Stan Rashkin, Owner, or any other high-ranking Company official. Sexual harassment questions should be raised promptly, so that an investigation may be conducted and corrections immediately implemented, if necessary.

Any employee who is determined to have sexually harassed another employee shall be severely disciplined, up to and including termination of employment.

StanRashkin

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I. Corporate Policy - Sexual Harassment

A. Purpose

To establish the AB Staffing positions on the subject of harassment, to set forth guidelines for handling violations of the policy and to specify the related complaint-handling procedure.

B. Scope

This policy applies to CTS employees at all job locations. Furthermore, staff management for each location will establish appropriate procedures to ensure that all employees are made aware of the intent of this policy.

C. Policy

Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by the federal Equal Employment Opportunity Commission and state regulations. It will therefore constitute a violation of company policy for any employee to engage in any of the acts or behavior defined below, and such misconduct will subject an employee to corrective action up to and including immediate discharge.

Employees who feel they have been discriminated against on the basis of sex, or sexually, or in any other manner harassed, should immediately report such incidents by following the procedure described below without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

D. Definitions

- < Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.
- < making threats of reprisal,, explicitly or implicitly, a term or condition of employment.
- < Using coercive sexual behavior to control or affect the career, salary or performance review of another employee.
- < Unreasonably interfering with work performance or creating an otherwise offensive working environment.

E. **Procedure**

Complaints of harassment of any type will be handled through the company's complaint-handling policy, which provides several options by which an employee may initiate action on a job-related complaint. They include:

- < the employee's immediate supervisor or nearest branch manager
- < the next higher level of management above the immediate supervisor
- < the human resources manager designated by the Company
- < The Owner

II. **Complaint Handling Procedure**

A. **Purpose**

To provide a process for employees to discuss complaints, or problems with supervision/management, and to achieve careful consideration and a prompt resolution.

B. **Scope**

This policy applies to employees at all locations.

C. **Policy**

Each employee of the company is encouraged to:

- < Discuss work-related complaints or problems with supervision/management.
- < Appeal an unfavorable decision to higher authority in the company.

D. **Definition**

"Complaint" is defined as a condition of employment or application of a policy that the employee thinks is unjust or inequitable.

E. **Procedure**

Supervisor's Role. To resolve complaints and problems, the employee is encouraged to first seek assistance from his or her immediate supervisor, who should attempt to resolve the problem. The supervisor is responsible for handling the complaint as an important business matter, striving to arrive at a prompt, equitable solution.

Alternative Channels. Occasionally, an employee's complaint involves his or her supervisor. Supervisors should realize that employees often do not feel free to express such concerns to them. Therefore, employees are encouraged to discuss complaints with the next higher level of management to avoid an awkward situation. As an alternative, the employee may discuss the complaint at any time with corporate management. An employee may ask the supervisor, another employee or another supervisor/manager to be present at a complaint discussion with any level of management.

Appeals. If the employee's complaint is not settled satisfactorily with the immediate supervisor, the employee is encouraged to appeal the complaint to the next higher level of management. The company expects supervisors to support this appeal process to help rectify any remaining dissatisfaction.

The employee may appeal a complaint through succeeding levels of management to the President, if desired. The President will render a final decision on the matter after appropriate investigations.

III. **What is Sexual Harassment?**

A. **Sexual Harassment Defined**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. It occurs when:

- ⊗ Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
- ⊗ Submission to, or rejection of such conduct by an individual, is used as a basis for employment decisions affecting that individual.
- ⊗ Such conduct has the purpose or effect of unreasonably interfering with an individual's performance, or creating an intimidating, hostile, abusive, or offensive working environment.

One of the intangible aspects of sexual harassment that adds to the difficulty in identifying is that it may be based on the individual's perception that a behavior is unwelcome, hostile, abusive, or offensive.

B. **Types of Sexual Harassment Behaviors**

Verbal. Harassment could include: calling a person a babe, a hunk or honey; asking a person about social or sexual life; turning work discussion into sexual topics; making kissing sounds; smacking lips; wolf-whistles; telling sexual jokes; turning statements into sexual innuendoes.

Non-Verbal. Harassment could include: written advances or requests pertaining to sex; leering; sexual or derogatory comments about men/women; on coffee mugs, hats, clothing; winking; blowing kisses; licking lips; or visually suggestive or explicit pictures such as wall posters, cartoons or calendars.

Physical. Harassment could include: touching a person's body, hair or clothing; blocking someone's way; massaging a neck, or shoulders; hugging, kissing, patting, stroking, or brushing up against a person.

Hazing. Harassment may include: special threatening treatment to a male or female employee such as damaging or stealing property; abusive or attacking language; or assigning less important duties because of gender.

Subtle Forms. Harassment may include: treating employees differently because of their gender; of co-workers dating and male supervisors getting preferential treatment from clerical subordinates.

C. **Supervisor's Responsibility**

As a supervisor, you are responsible for refraining from sexual harassment, preventing its occurrence, and taking immediate and appropriate corrective action if it occurs.

Your responsibility as a supervisor in this company is to make decisions based on job-related, non-discriminatory factors, and to do all you can to create an environment free of harassment.

ENCLOSURE 4

Resumes of Key Staff Employees Of AB Staffing Solutions, LLC

Stanley Rashkin, Owner

AB Staffing is a small business, owned and operated under the guidance of Stanley Rashkin, with assistance from a management team comprising of Jack Phipps, Catherine Lewis, Ashley Schugg, and Deborah Rashkin. The company was incorporated in Arizona. Stanley served as President of a large national, publicly held, multi-facility placement company after serving many years within the staffing arena that covered many skill sets. Stan has over 30 years of staffing and permanent placement recruitment, having started on Long Island, NY in the early 1970s. Stan is very knowledgeable of all processes involving the qualifying, recruitment and placement of employees at Client facilities as permanent employees or on temporary assignment. Stan is well versed in all aspects of the 'back office' of a company.

Stan has a great understanding of the many factors involved in the business management of a company, large or small, publicly traded or privately held.

Jack Phipps, Sales Manager

Jack has over 50 years of staffing experience. Jack started as an Owner of a small company in Southern California. He spent over 17 years in Southern California, as an account representative for a small, highly profitable company and owner of a staffing company specializing in permanent placement and temporary staffing in the greater Los Angeles area. He sold his company to a large national firm from Connecticut and became a staffing consultant for several years. He joined Stanley Rashkin, in 1992, as a Senior Vice President in sales and recruiting management. Jack was responsible for several large DOE contracts as well as contracts within the medical profession including the Veterans Administration Hospital in Phoenix, however, when Stan left to enter his own business Jack followed Stan Rashkin to Anderson & Bates Staffing Solutions, LLC and into the medical staffing industry on a full time basis.

Catherine Lewis

Catherine (Cathy) joined Stan shortly after he opened his staffing business as Office Manager. Cathy has a degree from Louisiana State University in Accounting and Finance. Cathy performs the function of Office Manager with the responsibility for all accounting functions, such as accounts payable, timekeeping and payroll, electronic deposit of payroll, billing, client reporting, account receivables and as 'Girl Friday' to ownership. Cathy has been in the staffing industry for over 15 years and

has participated in the same functions for the past 15 years. Cathy is an integral part of Anderson & Bates Staffing Solutions.

Ashley Schugg

Ashley Schugg is a senior technical recruiter (medical services) and is a rising star within AB Staffing for her ability to find "hard-to-find" candidates, especially within the medical field, perform background checks, license verification, etc. Ashley joined the company in 2001, starting out as an administrative assistant to Cathy Lewis.

Ashley attended Colorado State University, located in Fort Collins, Colorado, later transferring to Arizona State University within the greater Phoenix area. Ashley joined Anderson & Bates Staffing full-time in late 2001 as a Recruiter in Training, graduating to a Senior Recruiting Specialist in 2003 because of her attention to customer service and her quality placements.

Ashley brings youth and enthusiasm to the office along with a lot of medical staffing placements. Ashley has placed many medical office personnel at hospitals including Physicians, Registered Nurses, Licensed Practical Nurses, Licensed Vocational Nurses, Physician Assistants, and many more.

Jackson Weaver

Jackson Weaver brings over seven years of recruiting experience to Anderson & Bates Staffing Solutions. After graduating from Chandler High School, Jackson entered Mesa Community College where he received an AA in Human Resources. He entered the U.S. Army and was honorably discharged as a Staff Sergeant where he was assigned as a Certified Career Counselor for enlisted personnel. While serving in the Army he attended over 260 hours of specialized schooling as a Senior Recruiter. After leaving the Army Jackson attended Arizona State University, where he received a Bachelor of Arts degree in Human Resources, specializing in recruitment studies. Jackson joined Anderson & Bates Staffing Solutions in March 2007 as a Senior Recruiter in medical services, specializing in the recruitment, qualifying and hiring of Nurses (RNs), Licensed Practical Nurses (LPNs), Pharmacists, Pharmacy Technicians and other medical related specialties for commercial hospitals, government hospitals and other medical facilities.

Chris MacKenzie

Specialty Recruiting Experience – The past two years, prior to joining Anderson & Bates Staffing, Chris had been a Registered Nurse and Pharmacist recruiter for a large medical staffing company, located in the Phoenix, AZ area. Since joining Anderson & Bates Staffing, Chris has placed multiple medical candidates (RNs and Pharmacists) into travel positions for our client hospitals. He has worked almost all classifications for registered nurses, i.e., Emergency Room, OB/GYN, Surgical, ICU, clinical, etc.

The employment environments Chris has recruited for have been for profit and not-for-profit hospitals, clinics, urgent care facilities, private medical practices and for the Federal Government including, the military, Veteran Administration facilities and Indian Health Services in New Mexico, Arizona, Pennsylvania, and many other states.

Chris MacKenzie's prior experience of twenty-five (25) years of business and human resources experience with large organizations attest to his very strong medical recruiting experience and expertise. Additionally, Chris has owned a successful business.

Deborah Rashkin

Deborah Rashkin is an administrative assistant with the responsibility of maintaining and updating personnel files, distributing mail, ordering supplies and equipment and generally is the "go to gal" in the office. Deborah performs many other important functions within the office on a daily basis. Deborah (Debbie) is also responsible for all travel arrangements for employees and staff, rents apartments for employees, audits expense accounts for mileage reimbursement, and other administrative duties; Debbie has responsibility for the front office/front desk activity, including the greeting of new applicant candidates, accepting applications and resumes.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/23/2009												
PRODUCER General Southwest Insurance Agency, Inc. 5628 East Thomas Road Phoenix, Arizona 85018	Phone: (480)990-1900 Fax: (480)481-9551	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED A. B. Staffing Solutions, LLC 4111 E Valley Auto Dr Suite 106 Mesa, AZ 85206-4607		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Chubb Custom Insurance Company</td> <td>38989</td> </tr> <tr> <td>INSURER B: TRAVELERS INDEMNITY CO GRP</td> <td>1899</td> </tr> <tr> <td>INSURER C: Interstate Fire & Casualty Company</td> <td>22829</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Chubb Custom Insurance Company	38989	INSURER B: TRAVELERS INDEMNITY CO GRP	1899	INSURER C: Interstate Fire & Casualty Company	22829	INSURER D:		INSURER E:	
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INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	79814333	10/1/2008	10/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000								
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7836M722	10/16/2008	10/16/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	79836287	10/1/2008	10/1/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Per occurrence \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width: 50%;"><input type="checkbox"/> OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER													
E.L. EACH ACCIDENT \$														
E.L. DISEASE - EA EMPLOYEE \$														
E.L. DISEASE - POLICY LIMIT \$														
C		OTHER Professional Liability Aggregate \$3,000,000	ASC1001907	11/18/2008	11/18/2009	Limit 1,000,000 Deductible 25,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Verification of Insurance

CERTIFICATE HOLDER Holder's Nature of Interest : Certificate Holder Manchester VAMC 718 Smyth Road Manchester, NH 03104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

ENCLOSURE 6

The following partial active client listing is provided to reflect the depth and breadth of AB Staffing's experience in medical staffing.

<u>Current Contract(s)/Address/Contact</u>	<u>Number of Employees</u>	<u>Number of Years Providing Nursing Services</u>
Center for HealthCare Contracting MEDCOM HealthCare ACQ ACTY 2107 17 TH Street, Suite 68 Fort Sam Houston, TX 78234-5068 Marilyn J. Ward, Contracting Officer (210)221-3109	0	5
USPHS INDIAN HEALTH SERVICE SAN CARLOS PROPERTY & SUPPLY PHS INDIAN HOSPITAL P.O. BOX 208 CIBEQUE CIRCLE SAN CARLOS, AZ 85550 Sharon Cavanaugh, Contracting Officer 602-364-5017	5	3
Valeri Souza, Nurse Manager 928-475-7203		
USPS INDIAN HEALTH SERVICES P.O. BOX 3790 HWY 491 NORTH SHIPROCK, NM 84720 Christy Moore, Nurse Manager 505-368-6810 Julie Thomas, Nurse Manager 505-368-6905	15	3

<u>Current Contract(s)/Address/Contact</u>	<u>Number of Employees</u>	<u>Number of Years Providing Nursing Services</u>
USPHS Ft DEFIANCE INDIAN HOSPITAL P. O. BOX 589 CORNER OF ROUTES N12 & N7 FT. DEFIANCE, AZ 86504 Priscilla Duncan, Contracting Officer 928-871-1336	6	3
CHINLE HEALTH CARE FACILITY USPHS INDIAN HEALTH SERVICES P. O. DRAWER PH / HWY 191 & HOSPITAL DR CHINLE, AZ 86503 USPHS - TSAILE HEALTH CENTER P. O. BOX 467 TSAILE, AZ 86556 Gwentina Tso, Nurse Coordinator 928-674-7189	4	3
TUSCON VA MEDICAL CENTER P. O. BOX 149971 AUSTIN, TX 78714	2	3
KAYENTA HEALTH CENTER USPHS INDIAN HEALTH SERVICES P. O. BOX 368 / HWY 163, BLDG. KA-2010 KAYENTA, AZ 86033	1	3
USPHS PARKER PARKER PROPERTY & SUPPLY 12033 AGENCY ROAD PARKER, AZ 85344	1	3
WHITRIVER HOSPITAL USPHS INDIAN HEALTH SERVICES P. O. BOX 860	1	3

W. TERIVER, AZ 85941-0860
Cathy Griggs, Director of Nursing

Philadelphia Veterans Administration
Philadelphia, PA
Kathy Gender, Director
215-823-4316

Annette Nelson, Director
215-823-4444

Northern Navajo Medical Center
Christy Moore, Manager
505-368-6810

Rene Verbus, Manager
505-368-6635

Phoenix Services (San Carlos Indian Hospital)
Sharon Cavanaugh, Contracting Officer
602-364-5017

TRU Staffing, LLC
Formerly Westinghouse Electric Company
Mark Friend, Manager of Purchasing
505-234-6618

Portland VA Medical Center
Portland, OR
Daryl Tomita, Pharmacy Supervisor
503-237-0211

ADDITIONAL INFORMATION ABOUT A B Staffing's PAST PERFORMANCE

The following contracts are similar in nature to the Medical (Nursing) Services required by Arizona Department of Health Services.

FEDERAL HEALTH CARE FACILITIES

Services: AB Staffing Solutions has a contract with the Federal Government to provide Contract RNs and other Healthcare Professionals to Government Hospitals throughout the US. We contract the full spectrum of RNs to all hospital and clinical settings within the Continental United States. The contract has been in effect since 2005.

PHILADELPHIA VA MEDICAL CENTER

Services: Provided several Contract Registered Nurses and other Healthcare Professionals. We contracted these RNs to the following Units: Behavioral Health, SICU, MICU, ER, Medsurg, GI Lab, OR, and Cath Lab. We have had as many as 25 contracted RNs at this facility at the same time and have done business with VAMC since 2003.

CHINLE INDIAN MEDICAL CENTER

Services: Provided RNs to various units including ER, OB/GYN, Medsurg, Women's Health, and Outpatient Clinic. Have performed nursing services at CHINLE since 2005

NORTHERN NAVAJO MEDICAL CENTER

Services: Provided Contracted RNs to this facility since 2005. We have RNs working in Medsurg, ER, Pediatrics, OB/GYN, Clinic and PACU

FT. DEFIANCE INDIAN HOSPITAL

Services Provided: Provided Contracted RNs to various units including Behavioral Health, ICU, ER, PACU, Medsurg and Outpatient. Have performed nursing services at FT. DEFIANCE since 2005

SAN CARLOS INDIAN HOSPITAL

Services Provided: Sole provider of RNs to this remote facility. Units serviced are Inpatient and Emergency Room. We have 5 RNs at all times working at this facility. Provided service to this facility since 2004.



DEPARTMENT OF HEALTH & HUMAN SERVICES

INDIAN HEALTH SERVICE

Northern Navajo Medical Center
Hwy 491 N
P.O. Box 160
Shiprock, NM 87420
(505) 368-6001
Fax: (505) 368-6265

May 14, 2007

To whom it may concern:

I have been in my present position for approximately one year. During that time I have used Anderson & Bates extensively to augment my staffing. Mr. Rashkin is responsive to my staffing needs and when there is a personnel issue with a nurse, he handles it rapidly and effectively.

Please feel free to contact me for any questions or additional information.

Thank you,

Christy Moore

Christy Moore, RN, BSN
Supervisory Clinical Nurse
Medical Surgical Unit
Northern Navajo Medical Center
Shiprock, NM 87420
(505) 368-6810



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
University & Woodland Avenue
Philadelphia PA 19104

May 15, 2007

Re: Letter of Reference AB Staffing

The Philadelphia Veterans Affairs Medical Center has contracted with AB staffing since February 2002.

We contract professional nurses for all areas of the Medical Center.

AB Staffing has always been responsive to our needs with highly competent nurses.

Mr. Raskin ensures customer satisfaction through maintaining communication with both our agency and his contracted staff.

Over the many years of working with him, there have been very few issues, which were quickly resolved.

He has always listened to what we needed for our care delivery and provided same.

He has a great deal of integrity and excellent service delivery. I recommend him without reservation for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kathleen Gender".

Kathleen Gender, RN, MSN
Associate Chief Nurse/Operations
Patient/Nursing Services



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Indian Health Service
P.H.S. Indian Hospital
San Carlos Service Unit
P. O. Box 208
San Carlos, Arizona 85550-0208

May 10, 2007

TO: Whom It May Concern:

RE: Anderson and Bates Staffing Solutions, L.L.C.

The San Carlos Service Unit has utilized Anderson and Bates Staffing Solutions, L.L.C., as a supplier of contract nursing services for the San Carlos Service Unit since 2005. They have provided registered nurses for the Emergency Department, Ambulatory Care, and Inpatient Medical Unit and have met and exceeded expectations for competent and qualified professional nursing staff.

Though very rare, any issues or concerns with any nurse have been addressed timely and appropriately with a win-win outcome for all parties concerned.

In addition, the contract nurses are very satisfied with Anderson and Bates Staffing Solutions, L.L.C. as their employer.

I recommend without reservation Anderson and Bates Staffing Solutions, L.L.C. as a supplier of contracted nursing services. Please feel free to contact me at 928-475-7346 or at donna.huber@ihs.gov for any additional information regarding my recommendations for this company.

Sincerely,

Donna M. Huber, RN
Nurse Executive

ENCLOSURE 7

AB Staffing Solutions, LLC EMPLOYEE AGREEMENT

Agreement made this _____ day of _____, 19____, between AB Staffing Solutions, LLC, an Arizona corporation, (hereinafter referred to as "AB Staffing") and _____ residing at:

Street: _____ City: _____ State: _____

hereinafter referred to as the "Employee").

In consideration for the hiring and employment by AB Staffing of the Employee and the undertakings hereunder, the parties agree as follows:

1. AB Staffing is engaged in the field of contract technical services and serves as subcontractor to _____ (hereinafter referred to as "Client") at _____. As a contract technical services firm, AB Staffing provides the services of its employees to clients on a temporary contract or project basis. Therefore, the length of assignment will be based upon the project and/or supplementary work force requirement of the Client. Any reference to length of assignment is an estimate only and termination of employment will be governed by the terms of this agreement.
2. AB Staffing agrees to pay Employee at the base rate (straight time rate) of \$_____ per hour of work performed at AB Staffing's or Client facility. Employee understands that, unless otherwise agreed, Employee is employed on a per hour basis, as distinguished from a per week, per month, etc. basis. If Employee is deemed to be NON-EXEMPT, as classified by the U.S. Department of Labor Wage and Hour Rules, AB Staffing will pay Employee one and one-half (1-1/2) times the base rate for all hours worked in excess of forty (40) hours in any one regular work week and, where required by government regulation, for all hours worked in excess of eight (8) hours in any one day or as otherwise required by law. EXEMPT employees will receive straight time pay for all hours worked. In either case, Employee shall not work overtime without the specific approval of Client's authorized representative. Employee agrees that no compensation is due Employee until Employee actually starts work at the place of employment and that approved time records of the AB Staffing or Client shall be conclusive as to the time worked by Employee, unless the time records have been incorrectly or fraudulently prepared by the Employee so as to report hours not actually worked. Employee agrees that, inasmuch as the AB Staffing requires completed time records to obtain payment from AB Staffing's Client, Employee will accurately complete, sign, and assist the AB Staffing in gaining the Client's approval of the time record each week. The Employee understands that in the absence of complete and accurate time records, the AB Staffing cannot accurately determine the number of hours worked and corresponding wages. Consequently, no wages shall be due and owing unless and until the Employee completes, signs and forwards the time record in accordance with AB Staffing's instructions. Employee acknowledges AB Staffing policy and practice of mandating recording all hours worked. The AB Staffing will not permit "off-the-clock" work or any similar practice of not recording all hours. Any requests by a Client or third party not to record all hours must be reported in writing by Employee to AB Staffing.
3. Payday is Friday of each week for the previous week's work.
4. In the event the Employee has or receives a professional license or certification during the term of employment hereunder, the Employee agrees not to practice as a Professional Engineer by signing or affixing his or her professional seal, license, certification to any documents, drawings, specifications, or other instruments on behalf of AB Staffing or any of AB Staffing Clients.
5. Employee shall be bound by any applicable rules, regulations, or policies established by Client wherever Employee performs services. However, Employee recognizes and agrees that Employee is an employee of AB Staffing and not an employee of any client or customer of AB Staffing and will look solely to AB Staffing for all employee benefits. Employee hereby waives any right Employee has or may have against the Client for benefits arising out of or resulting from employment including without limitation rights under any medical/benefit plan, pension plan, or vacation plan.
6. Employee recognizes that AB Staffing may from time to time require drug testing in accordance with AB Staffing policies and procedures or as required by Client. Employee agrees that he/she will submit to such testing as a condition of employment upon notice by the AB Staffing.
7. The Employee agrees to safeguard all classified or proprietary information entrusted to the Employee's care and adhere to all of Client's standard security practices and procedures.
8. This Agreement shall be terminable at will by either party. This means that either the Employee or AB Staffing or both may terminate this agreement at any time for any reason or no reason at all with or without prior notice. Upon termination, the AB Staffing shall have no liability to Employee for wages or salary except as may have been earned at the time of termination or which may be due by virtue of then applicable law or collective bargaining agreement. AB Staffing shall have the right to modify any other provision of this Agreement by giving written notice to Employee of the proposed modifications at least one (1) week prior to the effective date of such modification. If Employee continues to work for AB Staffing after the specified effective date, the employment shall be under the terms of this Agreement as so modified. It is understood that the Employee's rate (Paragraph 2 hereof) may be modified by mutual consent of the

Employee and the AB Staffing, in which event, this Agreement shall be deemed modified accordingly and shall thereafter continue as so modified in full force and effect. Should any provision of this Agreement conflict with any policy of AB Staffing, the provisions of this Agreement will control.

9. Employee shall not discuss or enter into employment directly or indirectly with the Client while employed by AB Staffing at Client and/or for ninety (90) days after this work assignment is completed, without the written consent of AB Staffing. In the event of an actual or threatened breach of this paragraph, AB Staffing shall be entitled to an injunction restraining the Employee from accepting such employment.

10. Employee shall not discuss the rate of pay with the Client, other employees, or any unauthorized person.

11. Employee agrees to bring any claim or action Employee has or may have against AB Staffing or the Client within six (6) months from the date of termination of employment and hereby waives any rights Employee may have to bring a suit within the time limits of any applicable Statute of Limitation which contains a longer period.

12. Employee may, from time to time, receive travel advances directly from the Client. In the event that Employee does not file timely and/or valid expense reports with Client or return any excess monies advanced by and owing to Client, Employee agrees that AB Staffing may deduct the total amount of Client's travel advance or any part thereof still owing to Client, from monies owed to Employee by AB Staffing, including, but not limited to, payroll monies.

13. Employee agrees that any monies due by Employee to AB Staffing, including but not limited to travel advances, insurance premiums, payroll advances, or otherwise related to the Employee's employment, may be payroll deducted from Employee's paycheck without prior notice to Employee.

14. This Agreement and any amendments hereto (if any) shall constitute the entire agreement between the parties. This Agreement supersedes any statements, agreements or representations made prior to or contemporaneously herewith. Any amendments or modifications must be in writing to be effective.

15. Employee's obligations and representations which by their nature are intended to continue beyond termination of this Agreement including without limitation paragraphs 9 and 10 herein, shall survive termination of this Agreement.

16. This Agreement shall be construed in accordance with the statutes and legal decisions of the State of Arizona, USA. If a Court of competent jurisdiction deems any part of this Agreement unenforceable, the remainder will be enforced to the full extent permitted by law.

17. The following amendments, referenced by number, (if any) are attached hereto and become an integral part of this Agreement:

18. PER DIEM: If applicable, Employee is entitled to a per diem of \$_____ per day to a maximum of \$_____ per week, based on a five (5) day work week, paid for seven (7) days, working a full eight (8) hours per day or forty (40) hours per week. Per Diem will only be paid for fifty-two (52) weeks maximum.

19. TRAVEL PAY: If applicable, Employee will receive \$_____ in total travel pay, payable with first week's regular pay.

AB Staffing Solutions, LLC

EMPLOYEE

Print Name_____

Print Name_____

[Signed]_____

[Signed]_____

Date_____

Date:_____

ENCLOSURE 8

EMPLOYEE HANDBOOK

for

Contract Temporary Employees

Assigned to:

CLIENT COMPANIES

By

**AB Staffing Solutions, LLC
4111 East Valley Auto Drive
Suite 106
Mesa, Arizona 85206**

About The Company

AB Staffing provides contract labor to major industry on a national basis. The management of AB Staffing has extensive expertise in all business sectors; namely, electronics, aircraft & aerospace, petro-chemical, information technology, power and DOE laboratory experience.

We are pleased that you have chosen AB Staffing as your employer. We look forward to serving you.

Please review this Employee Handbook. We will gladly answer any questions you may have. You may direct questions/inquiries to one of the following:

CONTACT INFORMATION:

Stan Rashkin

Cathy Lewis

Jack Phipps

About This Handbook

To answer some of the questions you may have as our employee, concerning AB Staffing and our policies, we have provided this written booklet. Read it thoroughly and keep it for your future reference. This handbook is meant to be only a general statement of policies, benefits and other important information for contract employees assigned to our clients.

Inasmuch as our business is continually changing, some of the policies outlined in this handbook are subject to change without notice. Therefore, AB Staffing reserves the right to change or delete any of the provisions in this handbook at its sole discretion without prior notice. Additionally, AB Staffing reserves the right to interpret these policies if any questions arise, and AB Staffing interpretations will be final and binding.

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SECTION I EMPLOYMENT

EMPLOYEE STATUS DEFINITIONS

The following are contract employee status definitions by AB Staffing. The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee. Full-time employees are eligible for benefits provided by the company if they meet specific requirements.

Part-time Employee - An employee whose workweek is less than forty (40) hours per week. Holidays, vacation, and sick leave may be pro-rated in accordance with the straight time hours an employee worked.

Full-time Employee - An employee who is regularly scheduled and actually works forty or more hours within a workweek, or is in a pay status (i.e., work, vacation, sick or holiday).

COMPLIANCE INFORMATION

In order for the company to comply with federal government regulations regarding its practice to employ people without discrimination, it is necessary for the company to compile and maintain information on each formal candidate for employment and those who are hired.

This information will include the candidates or employee's sex, race, and veteran's status including service in the Vietnam era.

IMMIGRATION AND NATURALIZATION

Under the Immigration and Reform Act of 1986, employees must provide specific information relating to their eligibility to work in the United States. To comply with the law, AB Staffing will require all employees to complete Section 1 of Form I-9 and to provide documents that establish identity and employment eligibility within three business days of the date of their employment commences.

A comprehensive list of acceptable documents can be found on the back of the Form I-9.

If a person is unable to present the required documents within three business days of the date employment commences, he or she must present (within three business days) a receipt verifying he or she has applied for the document. The person must then present the actual document within 90 days of the date employment commences.

CONFIDENTIALITY / NONDISCLOSURE AGREEMENT

Candidates must sign all documents presented in an employee new hire packet. Included with the employee hire packet are the INVENTION AND CONFIDENTIALITY AGREEMENT and NON-DISCLOSURE AGREEMENT. Each employee must agree to and sign all forms presented in the new hire packet.

AT WILL EMPLOYMENT

All employment at AB Staffing is "at will". At will means that both employee and AB Staffing have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one other than the President of AB Staffing has the authority to alter this policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Owner of AB Staffing.

PHYSICAL EXAMINATION

For certain positions and after an offer of employment, a physical examination may be required. When a physical examination is requested, a company-appointed physician at the company's expense will conduct the physical examination. Employment and assignment will be conditional pending the receipt of a satisfactory physician's report.

CONTROLLED SUBSTANCES AND ABUSE OF LEGAL SUBSTANCES

AB Staffing may require, as a condition of employment for assignment, a Drug Screen. All employees should bear in mind that using or being under the influence of illegal drugs, or misusing drugs in the work place is strictly prohibited. Termination will be the appropriate remedy for violations of AB Staffing's or of our client's drug policy. Additionally, AB Staffing and/or our client may require the use of random drug testing whenever the company or the client deems appropriate, subject to applicable state or federal laws and regulations.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

AB Staffing was built upon teamwork and equal opportunity. We will continue to be successful when people are treated fairly and allowed to advance and achieve their full potential. We are proud of the fact that we extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, national origin, or disability, which if needing accommodation, may be reasonably accommodated by AB Staffing and our client, as required by law.

We work hard at AB Staffing to promote the fulfillment of human potential and equal employment. We will take action to ensure that all qualified minority group individuals, women, disabled persons, and disabled or Vietnam Era veterans are given the opportunity to know of openings, are encouraged to seek promotions, are considered for promotion opportunities, and when qualified, are hired or promoted within the framework of the Client.

All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all company-sponsored activities, will be administered so as to further the principle of equal employment opportunity.

AB Staffing compiles data regarding national origin for the purpose of complying with our Equal Employment Opportunity policy and Affirmative Action Plan. All such data will be kept confidential and used only for the purpose intended.

AFFIRMATIVE ACTION PLAN

AB Staffing shall continue to base decisions on employment so as to further the principles of equal employment opportunity by hiring and employing qualified, reliable, productive employees without regard to race, color, religion, sex, age, national origin, veteran's status, and mental or physical disability. In order to implement this policy, the company has adopted an affirmative action program.

AB Staffing will cooperate with federal, state, or local government agencies that have the responsibility of observing our actual compliance with various laws relating to employment. The company will furnish such reports, records and other matters as requested in order to foster the program of equal opportunity for all persons regardless of race, color, religion, sex, age, national origin, disabled or Vietnam Era veteran status, or physical or mental disability.

The company has designated Stan Rashkin, Owner, or his designee, as its Equal Employment Opportunity Officer. The Equal Employment Opportunity Officer is responsible for coordinating all aspects of the Equal Employment Opportunity process to assure non-discrimination and compliance with all applicable orders and

guidelines. Questions and/or complaints concerning equal employment opportunity should be directed to the company's Equal Employment Opportunity Officer.

EMPLOYMENT PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA)

Title I of the Americans with Disabilities Act prohibit discrimination in any terms or conditions of employment for qualified individuals with a disability.

The Americans with Disabilities Act requires that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations.

Further, it requires management to reasonably accommodate individuals with disabilities when necessary.

To comply with the employment provisions of the American With Disabilities Act, AB Staffing will, in conjunction with the client :

- Identify the essential functions of a job;
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and,
- Determine whether a reasonable accommodation can be made for a qualified individual.

SECTION II BENEFITS

The following is the benefits program offered to all full-time and part-time employees assigned by AB Staffing. Descriptions of various fringe benefits [such as group insurance] are summaries only. More detailed information can be found in the summary plan description booklets and master plan documents. If you have questions concerning your benefits, we encourage you to contact your local office or contact our Benefits Department.

PAID TIME OFF (PTO)

Holiday Pay – After 90 days of continuous employment, employees are entitled to receive holiday pay as follows: Full-time employees will be paid at their straight time rate for all holidays designated by AB Staffing. Part-time employees are pro-rated based on average hours worked in the preceding full quarter just completed. Should an employee work on a holiday, the employee will receive 1.5 x their regular hourly rate, plus holiday pay. To receive holiday pay, the employee must be in pay status (i.e., work, vacation, or sick leave) the day before and the day after the holiday. Any absence from work, i.e., administrative leave, disciplinary reasons, etc., will result in non-payment of holiday pay.

Vacation/Bonus Pay - In accordance with AB Staffing's contract with the client to which the employee is assigned, the employee may be entitled to vacation or bonus pay after completion of 2000 straight time hours. If entitled, the employee could receive up to 40 hours of vacation/bonus pay. Part-time employees accrue vacation hours on a pro-rata basis based on the average straight time hours worked per month.

OVERTIME

If applicable, overtime hours for non-exempt employees will be paid at 1.5x straight time hourly rate for all hours in excess of forty (40) hours in any one-work week, including holiday hours, unless state or federal laws prevail for hours worked in excess of eight (8) hours in any one workday.

MEDICAL, LIFE and DENTAL Insurance

A provides the very latest in individual and family medical and life insurance coverage. (Note: Part-time employees working less than 30 hours per week on average are not eligible for Medical, Life, or Dental insurance coverage.) A summary of the plans is available. Any employee contributions for single or family coverage is made with pre-tax dollars pursuant to our section 125H cafeteria plan, unless so notified that you prefer to pay the premiums with after tax dollars. Insurances and fees (co-pays and coverage) may change without notice.

Fee-For-Service (Indemnity) - This 80%-20% indemnity plan is available at the first of the month following employment. Single coverage is FREE to the employee. Family coverage is available with a small weekly employee contribution.

Preferred Provider Organization (PPO) - This plan is similar in nature to an HMO, but with greater choices for doctors and hospitals. Prescription cards are accepted at almost any pharmacy. Doctor services, including Chiropractic, are \$20 copay per visit; hospital services are 80% covered, with only a \$250 per person calendar year deduction. This plan is FREE to the employee; family coverage is available with a nominal weekly employee contribution.

Dental - Coverage is provided at no additional cost when participating in either the PPO, HMO, or Fee-for-Service plans.

Life/AD&D - A \$10,000 Life Policy coverage is provided to the employee.

As health care costs continue to rise, the company will attempt to provide suitable health coverage to its employees at an affordable cost. However, when necessary, the company reserves the right to change the amount paid by employees for health insurance premiums.

CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)

Employees

- * Employees terminating for reasons other than gross misconduct may continue group health insurance coverage for up to eighteen (18) months (twenty-nine (29) months if disabled at the time of termination) at their own expense according to COBRA regulations.
- * Employees whose work hours are reduced to a point where they are ineligible for coverage may also continue coverage for up to eighteen (18) months (twenty-nine (29) months if disabled at the time of termination) at their own expense.
- * COBRA notification, cost, application, and procedure information will be mailed to the employee when applicable.
- * The employee must notify the Office [in writing] of their intent to continue coverage within sixty (60) days of the date of notification and must pay the premiums according to the premium schedules.
- * Failure to notify the Office [in writing] or pay premiums is considered notice of cancellation of this option.

Dependents

- * A dependent no longer eligible for coverage under the employee's group insurance certificate due to employee's death, a divorced or legally separated spouse, or a child ceasing to be a dependent, may continue group health insurance for up to thirty-six (36) months at the expense of the employee or dependent.
- * The dependent must notify the Office [in writing] within sixty (60) days of the date of notification of their intent to continue coverage.
- * Failure to notify the Office [in writing] or pay premiums is considered notice of cancellation of this option.

FAMILY/MEDICAL LEAVE

In general, an employee who has completed at least twelve (12) months of service with AB Staffing and performed at least 1,280 hours of service in the prior 12-month period is eligible to receive an unpaid family/medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). The following provisions apply with regard to the family/medical leave policy for employees of AB Staffing

- * Family/medical leave may be taken only if it is made necessary due to one of the following reasons:
 - 1) Within twelve (12) months of the birth of a child of the employee in order to care for the child;
 - 2) Within twelve (12) month of the placement of a child with the employee in connection with adoption or foster care in order to care of the child;
 - 3) A serious health condition of the employee's child, parent, or spouse;

- 4) A serious health condition of the employee which can prevent him/her from performing the essential functions of his/her job.
- * In no instance does the federal law require the company to grant more than a total of twelve (12) weeks of unpaid leave in any consecutive twelve (12) month period.
 - * If an employee and his/her spouse both work for AB Staffing, they would be eligible for a single twelve (12) week period which they can split between them; however, if the need for leave is for their own serious health condition or that of their spouse or child, each would be eligible for a total of twelve (12) weeks.
 - * Any leave granted to an eligible employee under this law because of a serious health condition of a family member may be taken consecutively or intermittently depending on the legitimate needs of the employee. The employee must make a reasonable effort to schedule such leave so as not to disrupt the company's business operations.
 - * Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the company and must be completed within one (1) year of the adoption or birth.
 - * During the leave, the employer will maintain the employee's health care coverage under the same condition as coverage would be provided if the employee were continuously employed during the entire leave period. ~~Both the employer and the employee will be responsible for payment of their share of the premium during the leave period.~~
 - * Eligible employees must provide reasonable prior notice to the company when requesting a leave of absence under the law. The company may require an employee to provide certification issued by a licensed health care provider in order to ensure that the employee meets the eligibility requirements.
 - * The company is not required to comply with the FMLA to the extent an employee is among the highest paid 10% of employees of the company within a 75 mile radius of any worksite, if the company can show that granting the leave would cause substantial and grievous economic injury to its operations.
 - * Time off work due to work related injuries, pursuant to Worker's Compensation, runs concurrently with FMLA unpaid time off.

For more information about family/medical leave, contact the Benefits Department.

SOCIAL SECURITY

The cost of Social Security is shared between employees and the company. For every dollar an employee puts into Social Security, AB Staffing puts in a dollar.

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death at any time. Contact the local Social Security Office for details.

401(K) PLAN

Revised 9/2000

AB Staffing has an enhanced savings plan that is available to every employee. AB Staffing® encourages employee participation in this important benefit. The following explains the plan and provides some highlights.

What is a 401(K)? - A 401(K) plan is a savings and retirement program that permits you to save part of your salary before income taxes. You save current income taxes while saving for the future.

When can I join? - You can join the plan at any time by filing an Enrollment Application. There is no waiting period for eligibility and you are 100% vested at all times in your accounts.

How do I join? - You join the plan by completing an Enrollment Application form. The application directs AB Staffing® to reduce your salary by a percentage you select (up to 15%) and to contribute the amount of your salary reduction to your account under the plan. For social security tax purposes, your entire salary (before reduction) counts as "wages". You will pay social security tax, but not income tax, on the amount you choose to defer. Therefore, your social security benefits will not be reduced because you have agreed to reduce your salary.

How much can I contribute? - In order to join the plan, you must contribute at least 1% of your salary. You may contribute up to 15% of your salary. (Your contributions for a calendar year cannot exceed a certain maximum amount that is adjusted each year. The maximum for 2000 is \$10,500). You should remember that the purpose of the plan is to help you with a long-term savings program. The plan is not the same as a savings account. You cannot make withdrawals whenever you need extra funds. Withdrawals are available in certain cases if you suffer an extreme hardship. You should pick a salary reduction percentage keeping in mind that the funds are going for long term savings.

When can I get distributions? - When you terminate employment, you are eligible to receive a distribution from your account. If you die, the entire value of your account is payable to your spouse or other designated beneficiaries. In any of these situations, the local AB Staffing office must be notified to receive a distribution form. The law requires the Plan Administrator to withhold federal income taxes of 20% on any taxable distribution from the Plan. You may avoid this withholding by electing to transfer your money directly to an eligible retirement plan. A early distribution penalty tax applies if you receive a distribution before you are age 59 1/2 unless you meet certain criteria.

Can I change my contributions? - Yes. You can increase or decrease your rate of salary reduction at any time by filing an Enrollment Change form with the payroll department. The change will become effective the first payroll period beginning after the date you file the form. You may also change your investment election as often as you like per calendar year by filing a new Investment Election Change form.

How is the plan funded? - Effective September 1, 2000, the plan will be funded on a weekly basis with contributions from the previous weekly payroll period.

Am I vested in my account? - All plan participants are 100% vested at all times in their account.

Where can I get additional information? - If you have any questions regarding this plan, please call our insurance agent.

SECTION III

WORK POLICIES & PROCEDURES

POLICY ON HARASSMENT

Consistent with our policy of equal employment opportunity, harassment in the work place based on a person's race, sex, religion, national origin, age, [height, weight, marital status] or disability will not be tolerated concerning employees or applicants for employment. One aspect of our policy requiring some clarification is the prohibition of any form of sexual harassment in the work place. The following describes the type of conduct that is prohibited as well as the complaint provisions to investigate and remedy any problems that may arise.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. No employee shall threaten or insinuate, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment, work status, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct.

Sexual harassment also includes unwelcome sexual flirtations, advances or proposition, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the workplace, sexually explicit or offensive jokes, or physical assault.

Any employee who feels that they are a victim of sexual harassment, including but no limited to, any of the conduct listed previously, by any supervisor, management official, other employee, customer, client or any other person in connection with employment at AB Staffing should bring the matter to the immediate attention of their supervisor.

If that would prove to be uncomfortable, an employee may directly contact any other member of management. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and appropriate corrective action taken if AB Staffing wanted.

After an investigation, any employee determined to have engaged in sexual harassment in violation of this policy will be subject to appropriate disciplinary action up to and including termination of employment.

PERFORMANCE REVIEWS

Performance reviews are typically held on an annual basis. Increases in pay are dependent upon client 's guidelines and approval. Increases, if approved by client, are normally effective the first of the month following approval. Pay increases are not guaranteed. Merit reviews or increases, is dependent upon employee performance and is at the discretion of client.

Communication with AB Staffing and/or the client starts with what you should know about your job and how you are performing. Performance discussions are conducted to help you know what is expected of you and to measure your performance. This is the time to discuss any concerns or questions about your work assignment and to set mutual goals for future success.

PROGRESSIVE DISCIPLINE

The steps described below are guidelines only. Disciplinary actions may include oral warnings, written warnings, termination, etc. Managers and supervisors may implement appropriate levels of discipline at any level, as determined by the severity of performance deficiency or policy infractions. Managers and supervisors must, at each level of implementation of the discipline, inform the employee of the next level to be enforced. For example, "Be advised that further occurrence will result in dismissal." Notices of this nature must be documented in the employee file in Personnel.

Progressive discipline will be administered as follows:

1. In a private discussion, the supervisor will verbally advise the employee that his or her performance or conduct is unacceptable, and that a lack of improvement could jeopardize employment.
2. Following the initial informal discussion, further performance deficiencies or infractions will result in a verbal warning, in which the employee will again be told what specific improvements must occur in order for his or her performance to be considered acceptable. Notices of verbal warnings will be placed in the employee's file in Personnel.
3. The next step will be a written reprimand. This reprimand will describe the unacceptable conduct or performance and specify the improvement needed. A copy of this warning will be retained in the employee's personnel file, along with his acknowledgment.
4. Employees who fail to improve their conduct or performance after imposition of a written reprimand will be terminated.

COMPANY RULES

In order to ensure a safe, orderly, and productive work environment and protect the rights of all employees, AB Staffing has established rules of personal conduct. Rule infractions requiring corrective action are described below. AB Staffing reserves the right to take corrective action for unacceptable conduct not specifically described in the rules.

GROUP A:

Rule infractions in this group are extremely serious and will normally result in discharge, although AB Staffing reserves the right, with approval from Client, to take corrective action short of discharge if it finds that extenuating circumstances are present.

1. Insubordination, including failure to carry out a directive of supervision or refusing to work on jobs assigned.
2. Deliberately or negligently destroying, damaging, or misusing Client or AB Staffing property, or property of others.
3. Theft or unauthorized removal from the premises of Client or AB Staffing's property or property of others.
4. Fighting or instigating a fight.
5. Unauthorized possessions, use, sale, manufacture, or distribution of or being under the influence of alcoholic beverages, narcotics, or drugs on Client property.
6. Falsification of records or misrepresentation of material facts.

7. Unauthorized possession or use of firearms, explosives, or weapons on Client property.
8. Unauthorized altering of time records, or entering time of another employee on time sheets, or data collection system, or having one's time entered by another person, or employee.
9. Sleeping on the job.
10. Knowing or willful violation of any AB Staffing or Client policy or standard of business conduct.
11. Knowing or willful violation of AB Staffing's Equal Employment Opportunity (EEO) or Affirmative Action Program Policies, such as impermissible discrimination in recruiting, hiring, transfers, promotions, compensation and other terms and conditions of employment.

GROUP B:

Rule infractions in this group will normally result in progressive discipline as described herein, although AB Staffing reserves the discretion to take any step in this progression for a given infraction.

1. Threatening, intimidating, coercing, or disturbing or harassing other employees, or co-workers, at any time, including lunch and break periods; making false, vicious, or malicious statements concerning an employee, or co-worker, Client, AB Staffing or sexual, racial, ethnic, or other slurs.
2. Unacceptable attendance, including failure to report to work, for regular or overtime assignments, and failure to return to work following an authorized leave or vacation.
3. Inefficient or careless performance of duties including wasting time, loitering or absence from workstation without authorization, and performing unauthorized work or rework.
4. Gambling or bookmaking on Client premises.
5. Excessive profanity, horseplay, or other unnecessary boisterous conduct while on Client property.
6. Failure to observe safety rules or common sense safety practices including operation of machines or equipment without authorization.
7. Unauthorized sale or distribution of merchandise, services, or literature on Client property.
8. Violation of security regulations.
9. Unauthorized possession or use of cameras and electronic devices, including recording and transmitting devices.
10. Solicitation of another employee, or co-worker, while either is supposed to be working (excluding breaks, lunch periods, and time before or after work shift).
11. Violation of traffic or parking regulations.
12. Habitual failure to report time on the data collection system or time/supplemental labor card.

EMPLOYEE APPEAL

Employees who believe they have been disciplined unfairly, too harshly, or inappropriately, may appeal the discipline within 10 working days by filing a written complaint with their AB Staffing supervisor or organizational manager. All such complaints will be answered within 10 working days of the date filed.

TERMINATION

Your employment will terminate for any of the reasons below. These reasons are not intended to be all inclusive of the reasons for termination of employment.

- a. If you quit
- b. If you are discharged
- c. If you do not return to work on time following an approved leave of absence
- d. If you are absent for three (3) consecutive days without a reasonable excuse
- e. If you give a false reason for a leave of absence
- f. For cause

Termination for cause is an acknowledgment that prior corrective action has failed to bring about acceptable conduct or that you have committed a serious offense. An employee terminated for cause forfeits all employment benefit plans.

Some behaviors may be cause for immediate dismissal, with or without prior notification or warning. These include, but are not limited to, the following:

- * Using, distributing, or being influenced by drugs or alcohol on the job.
- * Theft of company or personal property.
- * Fighting with, threatening, or initiating intimidating actions toward other employees.
- * Damage or injury to company property, personnel, or business relationships resulting from negligent or purposeful behavior.
- * Absence from work for three consecutive days without notifying supervisor.
- * Walking off the job.
- * Refusal to comply with the duties, responsibilities, and performance standards of the job.
- * Insubordination or refusal to follow instructions.
- * Dishonesty about job-related issue.
- * Failure to notify supervisor as soon as possible when taking emergency leave.
- * Possession of firearms or explosives on the job without permission.
- * Sexual harassment of fellow employees.
- * Falsification of employment records (application, resume, etc.), or other work records or documents.
- * Falsification of company documents or records.
- * Releasing trade secrets to outside sources.
- * Having knowledge of other employees' misconduct and covering their actions.
- * Flagrant or repeated violation of safety policies and procedures.

REDUCTION IN FORCE (RIF)

Employment with AB Staffing is "at will"; however, if reductions in staff become necessary, AB Staffing will, in conjunction with Client, implement a reduction-in-force procedure designed to retain those employees best qualified to perform the remaining, or future work. The following factors will be considered in such a procedure:

- * Service time
- * Ability to perform remaining work
- * Performance
- * Attendance
- * Formal education

VOTING TIME

AB Staffing encourages all employees to vote in every election; in this regard, employees will be given time off, without pay, to vote in accordance with applicable law.

MILITARY LEAVE OF ABSENCE

AB Staffing supports our nation's military needs. Therefore, we grant unpaid leaves of absence for employees who are called to, or volunteer for, active military duty or to Reserve or National Guard training for the period of service or training. You should submit copies of military orders to the company as soon as possible and, following your service, you will be reinstated in accordance with applicable federal and state law.

JURY DUTY

AB Staffing recognizes the employee's responsibility to participate in official court duty such as jury duty and responding to subpoenas. Accordingly, AB Staffing shall pay employees for any straight time work period in which work cannot be performed because of official court duty. Contract employees are granted paid straight time off to serve as jurors (jury duty) or when required to testify or participate in judicial or external administrative proceedings (court leave), including fact-finding activities conducted by federal, state and local legal or governmental authorities. An administrative proceeding is one where an agency rather than a jury or judge renders a judgment, such as a Personnel Security Board hearing. Court leave is not permitted when a contract employee is required to attend a non work-related judicial or administrative proceeding as a party to the proceeding or testifies as a paid expert witness in a judicial or administrative proceeding.

Jury duty or court leave is granted only after a contract employee notifies the employee's University supervisor and presents a summons, or other appropriate judicial or administrative order requiring the contract worker's presence. During the period of jury duty or court leave, contract workers are expected to report to work on days or partial days when they are not required to be in court or serving in a capacity described above.

WORK INJURIES

AB Staffing provides Worker's Compensation Insurance for all employees. Immediately report any work related injury, or accident to your local AB Staffing supervisor. A safe work place is essential and accidents will be held to a minimum if all safety precautions are taken.

ATTENDANCE

Your attendance is important to you as well as to AB Staffing and our Client. It is an important factor in performance evaluation and in our total team effort. You are expected to be at your workstation when your shift begins and at the end of your breaks, and to work a full shift, including any scheduled overtime.

It is your responsibility to report your absence or tardiness to your supervisor as soon as possible, preferably before the scheduled start of your shift. It is not acceptable to leave a message with a co-worker because such a message may not actually reach your supervisor.

Failure to report for work for three (3) consecutive work days without notifying your supervisor will result in your being processed as a voluntary quit.

The failure to maintain an attendance record that is acceptable to the company or to call your supervisor when you will be late or unable to come to work may lead to disciplinary action, up to and including termination.

REPORTING PAYROLL HOURS

The payroll week is Monday through Sunday. All time sheets must be completed and signed by your Supervisor and FAXED to the designated AB Staffing office NO LATER THAN 12:00 a.m. on Mondays. Incorrectly filled out time cards must be resubmitted after correction, immediately. Late time sheets will result in late paychecks.

ERROR IN PAY

The company takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify the Albuquerque office. The company will make every attempt to adjust the error no later than the employee's next regular pay period.

GARNISHMENT OF EMPLOYEE WAGES

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires that the company honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs.

WEEKLY PAYCHECK DISBURSEMENT

Friday is AB Staffing's legal payday. Employees may elect to have paychecks mailed directly to their home, or a AB Staffing representative will have your paycheck available at a designated location not later than one hour after working hours. You may choose the option that best suits your needs.

AUTHORIZED CHECK PICKUP

If an employee is absent on pay day and instructs someone to pick up his/her pay check, a note signed by the employee authorizing the person to pickup the employees check must be provided before the check can be released. The person picking up the paycheck must show proper identification and sign for the check. This policy protects both the employee and the company.

PAY ON SEPARATION FROM EMPLOYMENT

Employees separated from employment will be paid for time worked (less deductions) on the next regular pay day or according to the applicable federal and state laws, as applicable to the specific situation.

ADVANCES AND LOANS

AB Staffing will not advance money to employees against wages nor will the company loan money to employees.

UNEMPLOYMENT COMPENSATION

Unemployment compensation is another form of insurance, which is paid for entirely by AB Staffing. Unemployment compensation helps employees meet loss of income resulting from unemployment beyond their control by paying certain benefits while they are out of work. This form of protection is in addition to group insurance, Social Security, and Workers' Compensation.

WORKERS COMPENSATION

AB Staffing provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained only in the course of employment that requires medical, surgical,

or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses must inform their supervisor within one business day.

This period may be extended at the discretion of their supervisor for extenuating circumstances. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

The company will comply with all state and federal laws pertaining to Workers' Occupational Diseases and Workers' Compensation.

COMPANY SPONSORED TRAVEL

Occasionally, a AB Staffing employee is required to travel on Client business activity. Any time spent on Client approved travel will fall under, and be paid by, regular wage guidelines. Travel, unless otherwise requested, will be a AB Staffing by Client Travel Office, and coordinated with the employee and AB Staffing.

Lodging, food, and transportation will be reimbursed at actual cost in accordance with Client policy. Itemized expense account records must be recorded and approved, in writing, before reimbursement and submitted on an AB Staffing standard expense report, fully executed, with employee signature. If an employee has received a Client travel advance, he/she must immediately return a completed Client travel expense report to the Client within 7 days of return from travel, along with any monies, owing to the Client. AB Staffing reserves the right to deduct any past due Client travel advances from the employees paycheck.

HEALTH, SAFETY AND SECURITY

AB Staffing strives to provide a safe and healthy work situation in assignment of our employees. Client has a comprehensive and active campaign for safe working conditions; clean air, good lighting, and safe practice in potentially hazardous areas where toxic materials or heavy equipment may be used. It is the employee's responsibility to fully comply with Client's safety policies.

If you are injured on the job, it is your responsibility to report the injury immediately to your supervisor. You will be directed to proper medical care. Follow your supervisor's instructions, since certain medical costs may not be covered if you fail to report an on-the-job injury.

Reminder: All employees are covered under AB Staffing Worker's Compensation Insurance coverage.

SMOKING

Please comply with the Client smoking policy, and out of concern for the health and well-being of all employees, smoke only in designated areas.

PERSONAL PROPERTY

You are discouraged from bringing personal property to work. AB Staffing cannot be responsible for personal property while it is on the work site. Adhere to Client's policy of bringing personal property on premises. Be aware of prohibitive items. Violation of this policy can be cause for termination.

CLIENT FURNISHED PROPERTY

Should Client assign materials or equipment to you it becomes your responsibility to safeguard the item(s). If Client assesses a dollar amount to the item(s), that dollar amount becomes your responsibility. You must complete a AB Staffing Accountability Form immediately after accepting equipment or materials from Client. AB Staffing must be notified should you have Client assigned materials or equipment off-site.

ENCLOSURE 9 COST PROPOSAL

Registered Nurse Shifts

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 55.00 = \$ 2200.00 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 57.00 = \$ 2280.00 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 57.00 = \$ 2280.00 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 58.00 = \$ 2320.00 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 57.00 = \$ 2280.00 (Extended total)**Licensed Practical Nurse Shifts**

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 36.38 = \$ 1455.20 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 38.38 = \$ 1535.20 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 38.38 = \$ 1535.20 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 39.38 = \$ 1575.20 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 38.38 = \$ 1535.20 (Extended total)

Certified Nursing Assistant Shifts

7AM – 3PM (Weekdays Monday-Friday)

40 hours x \$ 27.10 = \$ 1084.00 (Extended total)

3PM – 11PM (Weekdays Monday-Friday)

40 hours x \$ 29.00 = \$ 1160.00 (Extended total)

11PM – 7AM (Weekdays Monday-Friday)

40 hours x \$ 29.00 = \$ 1160.00 (Extended total)

11PM Friday to 7AM Monday (Weekend Shifts)

40 hours x \$ 30.10 = \$ 1204.00 (Extended total)

Holiday Shifts starting the night before at 11PM

40 hours x \$ 29.00 = \$ 1160.00 (Extended total)Grand Total : \$ 24,764.00

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: AB STAFFING SOLUTIONS, LLC

Signed: _____

Signed: Jack F. Phipps

Title: _____

Title: Sales Manager

Date: _____

Date: 6/11/2009

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: AB STAFFING SOLUTIONS, LLCAuthorized Signature: Jacob F. PhillipsDate: 6/11/2009

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

Dear Vendor:

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** (§5A-3-12) requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement.

All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding one thousand dollars (\$1,000) are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes access to the **West Virginia Purchasing Bulletin**, in which purchases expected to exceed twenty-five thousand dollars (\$25,000) are advertised.

Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division
Vendor Registration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Pages 1 and 2 which consist of information related to vendor organizational structure must be completed. Whenever a change occurs in the information submitted as required, such change shall be reported immediately in the same manner as required in the original disclosure affidavit (**WV Code §5A-3-12**). If you have any questions concerning the Vendor Registration and Disclosure Statement, please call the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the West Virginia Purchasing Division

1. Legal Name of Company/Individual AB Staffing Solutions, LLC

Bidding Address 4111 East Valley Auto Drive

#106

City/State/Zip Mesa, Arizona 85206

Contact Person Jack Phipps

Telephone Number 888-515-3900

FAX Number 877-334-4233

2. Vendor Classified As:

- | | |
|--|--|
| <input type="checkbox"/> Individual/ Sole Proprietor | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit Organization | <input checked="" type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation | <small>[Enter tax classification: D=Disregarded Entity, C=Corporation, P=Partnership]</small> <input type="checkbox"/> |
| <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other (Explain) _____ |
| <input type="checkbox"/> Estate/Trust | _____ |

3. If you have a Federal Employer's Identification Number enter it. All partnerships, corporations, or companies with employees must have an FEIN.

4	8	1	2	6	4	0	6	5
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For individuals with no FEIN, enter Social Security Number.

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4. By providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [1]
 Minority Small Business Ownership [2]
 Small Business Ownership [3]

- Veteran Small Business Ownership [4]
 Woman Small Business Ownership [5]

The information gathered in question 4 is for data collection efforts only.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

5. Are you registering as a new vendor with the Purchasing Division? No Yes
6. Are you updating the information previously submitted? No Yes
7. Are you completing this form to register a branch/division/subsidiary?
If yes, please list the parent company's name, address, and FEIN. No Yes

Company Name: _____

Address: _____

FEIN: _____

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name	Street Address, City and State
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Anderson & Bates Staffing Solutions, LLC	4111 E. Valley Auto Drive, #106, Mesa, AZ 85206
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9. List the name, title, city and state of residence for all officers. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
-------------	-----------------	------------------------------------

Stanley Rashkin	President & CEO	Mesa, Arizona
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the vendor is classified as a Limited Liability Company (LLC) with only one officer, list officer above and initial here: JP

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

Alliance Bank of ARIZONA, PHONE # UNKNOWN

11. What is the latest Dun & Bradstreet number and rating on the vendor (if available)?

095931486, RATING UNKNOWN

12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. No Yes

13. List the three digit commodity code number(s) from the list on pages 3 and 4 which best describe the product(s)/service(s) furnished by your company. (Attach additional page, if necessary)

952 (Medical Services-Healthcare)

As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete.

Jack F. Phillips
Vendor Signature

Sales Manager
Title

6/11/2009
Date

PURCHASING DIVISION USE ONLY

Vendor ID: *

Check No.: _____

Memo No.: _____

Date: _____

Entered by: _____