

NOTICE

Please note that this bid from Staff Today, Inc for CRFQ VNF2200000001 was received prior to the established bid opening date and time of: September 1st, 2021 as noted on the coversheet, but was not read during bid opening because of technical difficulties.

A handwritten signature in black ink, appearing to read "Guy Nisbet", is written over a horizontal line.

Guy Nisbet

Assistant Purchasing Director



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 897576

Procurement Type: Central Master Agreement

Vendor ID: VS0000008908

Legal Name: STAFF TODAY INC

Alias/DBA:

Total Bid: \$14,147,820.00

Response Date: 08/31/2021

Response Time: 21:12

Responded By User ID: STI626

First Name: ANDREA

Last Name: GOODWIN

Email: HRMANAGER@STAFF1

Phone: 800-928-5561

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2200000001

Published Date: 8/26/21

Close Date: 9/1/21

Close Time: 13:30

Status: Closed

Solicitation Description: Direct Care Nursing Staffing Services

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Direct Care Nursing Services				14147820.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Commodity Line Comments: Price Page attached.

Extended Description:

Open-end contract for Direct Care Nursing Services



STAFF TODAY INC (STI)

The Staffing Company You Keep

212 E. Rowland Street, #313

Covina, CA 91723

800-928-5561

877-858-6263

www.stafftodayinc.com

COVER LETTER

SUBJECT: CRFQ 0613 VNF220000001 :- Direct Care Nursing Staffing Services

Staff Today Inc. (STI) is submitting the following proposal for the State of West Virginia CRFQ 0613 VNF220000001 for Direct Care Nursing Staffing Services. Staff Today Inc. (STI) is a S Corporation located at Covina, California and was registered in 2011. With the ever-changing market, STI saw an opportunity to look at other modalities in the healthcare arena. STI purchased Lead Staffing Corporation (LSC) and created a new division within STI that provided per diem allied and Healthcare staffing. Because of this merger with Lead Staffing Corporation (LSC), STI has benefited from a legacy of successful staffing experience. Lead Staffing Corporation (LSC) had been registered since 2005. Therefore, STI has over 9 years of experience providing medical personnel.

At Staff Today Inc. (STI) we believe that successful organizations are a product of experienced and talented employees. Our goal is to sustain the outstanding reputation of providing employers access to the most qualified job-seekers in the staffing industry. Our expertise in staffing solutions has given way to the discovery and development of talented individuals, who meet any employers' needs, across a wide range of job categories that we serve.

STI is a full service clerical & medical staffing agency that specializes in the placement of experienced nursing, allied healthcare professionals, administrative, clerical, light industrial workers, on long and short term contracts in West Virginia across America. STI is more than willing and capable to handle these and any additional requirements of this contract. STI also has secured a Line of Credit and assets worth over \$5 million to adequately use in marketing, payroll, and research for development of our infrastructure and thus ensuring its financial stability, capacity, and resources.

STI is competitive and our mission is to function as a center and leader of the Staffing Industry. STI is a diversified staffing solutions organization, comprised of a cohesive team of innovative people, and dedicated to providing the highest quality situational staffing solutions with the greatest value.

Staff Today Inc. is committed to providing the necessary Direct Care Nursing Staffing Services as required by the State of West Virginia in the CRFQ and the Anticipated Contract. STI makes full acceptance of the terms and conditions described in this CRFQ.

The undersigned person is the contact person, she has contractual responsibility and she is authorized to bind STI to the terms of the proposal with the State of West Virginia.

Sincerely,

Andrea Goodwin

HR Manager

Tel: 800-928-5561

Fax: 877-858-6263

Email: hrmanager@stafftodayinc.com



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 897576		Reason for Modification:	
Doc Description: Direct Care Nursing Staffing Services		Addendum No. 5 - To provide Exhibit A Pricing Page Revision 2 dated August 26, 2021	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-26	2021-09-01 13:30	CRFQ 0613 VNF2200000001	6

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000008908
Vendor Name : Staff Today Inc. (STI)
Address : #313
Street : 212 E. Rowland St.
City : Covina
State : CA **Country :** US **Zip :** 91723
Principal Contact : Andrea Goodwin, HR Manager
Vendor Contact Phone: (800) 928-5561 **Extension:** 109

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 45-3679064 **DATE** 08/31/2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 5

To provide Exhibit A Pricing Page Revision 2 dated August 26, 2021 to correct errors in formulas on the spreadsheet, see attached.

To move bid opening 09/01/2021 at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAYVETERAN'S NURSING
FACILITY
1 FREEDOMS WAYCLARKSBURG WV
USCLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code**Manufacturer****Specification****Model #**

85101601

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Final	Direct Care Nursing Staffing Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 9, 2021 at 10:00 am

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: david.h.pauline@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 18, 2021 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and the initial contract term extends until One (1) year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

As described in the Specifications

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$500,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Andrea Goodwin

(Name, Title)
HR Manager

(Printed Name and Title)
212 E. Rowland St. #313, Covina, CA 91723

(Address)
Phone: (800) 928-5561 Fax: (877) 858-6263

(Phone Number) / (Fax Number)
hrmanager@stafftodayinc.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Staff Today Inc. (STI)

(Company)


(Authorized Signature) (Representative Name, Title)

ANDREA GOODWIN, HR Manager

(Printed Name and Title of Authorized Representative)

08/31/2021

(Date)

Phone: (800) 928-5561 Fax: (877) 858-6263

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end, multiple award contract for Nursing Staff to include Registered Nurses, Licensed Practical Nurses, and Health Services Workers (aka, Certified Nursing Assistants) to comply with the staffing needs of Facility.

This contract is for as-needed staff. Successful vendors must provide nursing staff as requested by the Facility to be compatible with hourly, daily, weekly, monthly or annual needs, which shall include weekends and holidays. Assignments also may be for a specified period of times as agreed upon in writing between the Facility and the Vendor.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

- 2.1 “Agency Staff” or “Nursing Staff” or “Healthcare Professionals”** means RN’s, LPN’s and/or HSW’s
- 2.2 “Contract Item”** means the list of items identified in Section 4 below.
- 2.3 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.4 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.5 “PER DIEM”** means an allowance or payment made for each workday.
- 2.6 “DON”** means Director of Nursing.
- 2.7 “ADON”** means Assistant Director of Nursing.
- 2.8 “RN”** means Registered Nurse.
- 2.9 “LPN”** means Licensed Practical Nurse.
- 2.10 “CNA”** means Certified Nursing Assistant.
- 2.11 “HSW”** means Health Services Worker. All HSW’s must be CNA’s.
- 2.12 “Facility or Agency or WVVNF”** means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301

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Direct Care Staffing Services

- 2.13** “**Staffing Agency or Vendor**” means the prospective Vendor
- 2.14** “**Point Click Care**” means the medical records software utilized by the facility.
- 2.15** “**Shift Differential**” means the hours worked between 3:00 p.m. and 7:00 a.m. for which there shall be paid an extra \$1 per hour worked. There will be no additional shift differential for weekends, holidays, or any other times.
- 2.16** “**Holidays**” means those days the Facility recognizes as holidays. Hours worked on a holiday will be paid at 1.5 times the normal weekday rate. There shall be no additional pay, including shift differential or weekend pay, other than 1.5 times the normal weekday rate for hours worked on a holiday. Should a holiday fall on a Saturday or Sunday, those hours worked shall be paid at 1.5 times the normal weekend rate. There will be five (5) paid holidays. Other days listed as “Important Dates” shall not receive holiday or any additional pay (see Section 4.1.37 through 4.1.39).
- 2.17** “**Breaks**” means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
- 2.18** “**WV Cares**” means the West Virginia Clearance for Access: Registry and Employment Screening administered by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.19** “**Twelve (12) Panel Drug Screen**” means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.20** “**Meal Pass**” means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.21** “**Work Week**” means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.22** “**Weekend**” means the hours between Saturday at 12:01 a.m. and Sunday at midnight.

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- 3. VENDOR QUALIFICATIONS:** Vendor(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Director of Nursing prior to Vendor's staff being placed in the facility for work.
- 3.1.** Vendor shall have at least twelve (12) months experience in operating a Direct Care Staffing organization. Proof of this experience should be furnished with each bid but must be provided prior to award.
 - 3.2.** Vendors shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
 - 3.3.** Vendors must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
 - 3.4.** Vendor must ensure that its employees, agents and/or subcontractors are experienced and fully qualified to engage in the activities and services required herein, and that all applicable licensing and operating requirements imposed or required under Federal or West Virginia law, and all application accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
 - 3.5.** Vendors must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.
- 4. CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 4.1. Mandatory Contract Services Requirements and Deliverables:**
- 4.1.1.** Each vendor must be able to provide minimum staffing requirements on the start date of the contract, or not more than 14 days after the start date of the contract. Minimum staffing requirements for this purpose shall be:
 - 4.1.1.1.** Day Shift: Eleven (11) HSW's; Four (6) LPN's; and Three (1) RN's
 - 4.1.1.2.** Night Shift: Eight (8) HSW's; Four (4) LPN's; and Three (1) RN's
 - 4.1.1.3.** This is not a guarantee of hours.
 - 4.1.1.4.** Vendors unable to provide minimum staffing requirements will be considered in default of the contract. See Section 10 for additional information.
 - 4.1.2.** Successful vendors shall provide Nursing Staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. Assignments also may be for specified period of times as agreed upon in writing
 - 4.1.3.** Successful vendors must provide a documented plan to cover all shifts as requested, including weekends, holidays, call-offs and vacations.
 - 4.1.4.** Successful vendors must provide qualified healthcare professionals to accommodate the Facility's needs and must comply with all Facility

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.
- 4.1.5.** Vendor shall provide the Facility with information on each Agency Staff member according to the state and federal standards, including completed applications and WV Cares background check.
 - 4.1.6.** Prior to placement in the Facility, Vendor shall perform, at vendor's cost, for each Agency Staff member:
 - 4.1.6.1.** Background check through WV Cares
 - 4.1.6.2.** Twelve-panel drug screening
 - 4.1.6.3.** Competency assessment which includes age-specific and cultural competencies for residents, provided by the facility within 30 days after the start date.
 - 4.1.6.4.** Completed application or resume as proof of experience
 - 4.1.7.** The following information must be submitted to the Agency before the Agency Staff reports to work: CPR Certification, references, confidentiality agreement, and other documents as requested, such as current physical examination, immunization records, negative twelve-panel drug screening and licensure confirmation.
 - 4.1.8.** Successful vendors must provide payment rates that are inclusive of all federal, state, and local withholding taxes, social security and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
 - 4.1.9.** Successful vendors must incorporate all anticipated pre-employment expenditures, administrative and overhead costs, travel expenses, incentives and any other cost incurred by the vendor into their all-inclusive daily "Per Diem" for each position and shift.
 - 4.1.10.** Successful vendors will ensure that no staff submitted for assignment under this agreement will have been investigated and substantiated by an applicable licensure body or agency or currently subject to discharge results from an investigation by the Board of Nursing.
 - 4.1.11.** Successful vendor shall ensure the following regarding the staff to be provided:
 - 4.1.11.1.** Has completed the required training and education.
 - 4.1.11.2.** Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.1.11.3.** Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.1.11.4.** Complete an orientation packet, PCC Training and Administration Training within 30 days of hire.
 - 4.1.12.** All Agency Staff paperwork must be sent to and approved by the facility before an employee comes for orientation.
 - 4.1.13.** All Agency Staff are required to have 30 hours of Alzheimer's Training, provided by the Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- recertification requirement. Hours spent in training shall be paid by the Facility.
- 4.1.14.** Successful vendor acknowledges that all Staffing Agency employees will be required to participate in food service work during mealtimes. All Staffing Agency employees must have, and keep current, a WV Food Handlers Card. The cost of such will not be paid by the Facility.
- 4.1.15.** Successful vendor acknowledges that for shifts that occur during the change to and from Daylight Saving Time:
- 4.1.15.1.** With the ending of standard time and the beginning of Daylight-Saving Time, Agency Staff on duty when Daylight-Saving Time goes into effect will have their shifts reduced by one hour. Agency Staff will be paid for the number of hours worked.
- 4.1.15.2.** With the ending of Daylight-Saving Time and the return to Standard-Time, Agency Staff on duty when Standard-Time goes into effect will work and be paid for an extra hour during their normal shift, only if that extra hour is actually worked. Staff may be entitled to overtime based on total hours worked for the week.
- 4.1.16.** Successful vendors shall ensure that all staff assigned to a Facility participate in and comply with its ongoing training programs.
- 4.1.17.** Successful Vendors shall ensure that in the event of a Pandemic, that contract staff do not work in multiple healthcare facilities during the same time period. Any individual not following this rule may be told not to return to the Facility.
- 4.1.18.** Staffing Agency Employee conduct. In an effort to curb issues of non-compliance, Staffing Agency must advise their employees upon hire, and repeatedly as deemed necessary, of all policies and procedures of the Facility, including but not limited to the following:
- 4.1.18.1.** No Call No Shows: Any individual not showing up to work a scheduled shift and not calling in at least 2 hours in advance may be told not to return to the Facility.
- 4.1.18.2.** Doctor's Excuse Required: Any individual calling off more than 3 times per aggregate 12-month period will require a written doctor's excuse for any absence after the third call-off. Any individual failing to comply may be asked not to return to the Facility.
- 4.1.18.3.** Socializing/Dating: Staffing Agency employees who are dating another employee, whether from another Staffing Agency or otherwise, must refrain from excessive socializing during working hours. They must be reminded they are here to work. All employees must complete their assigned duties and are not here to socialize. Any employee failing to comply may be asked not to return to the Facility.
- 4.1.18.4.** All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.

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- 4.1.18.5.** Should Staffing Agency's employee(s) call off on or be unable to work a scheduled working weekend day or days, Staffing Agency's employee(s) will be scheduled to work an extra weekend day or days on the next schedule.
- 4.1.18.6.** Should Staffing Agency's employee(s) call off or be unable to work a scheduled working holiday, Staffing Agency's employee(s) will be scheduled to work on the next available holiday.
- 4.1.19.** If the Facility requests an LPN but the Staffing Agency provides an RN to cover the request, the Facility shall only be responsible for payment of the established LPN rate. The same applies should an LPN or RN cover for an HSW.
- 4.1.20.** Substitution of an LPN for an RN will not be allowed.
- 4.1.21.** Substitution of a HSW for an LPN will not be allowed.
- 4.1.22.** Vendors will agree to provide the required number of staff needed for a shift and/or assignment at least two (2) hours prior to the start of the shift or assignment period.
- 4.1.23.** If an Agency Staff member calls off, that staffing agency must fill the shift with another Agency Staff member.
- 4.1.24.** All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandating. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.1.25.** All Agency Staff must attend mandatory meetings and in-services.
- 4.1.26.** Agency Staff will be given work assignments based on the Facility's needs. Agency Staff may not change their work assignments unless approved by the DON, ADON or RN Supervisor.
- 4.1.27.** Vendors must provide a list of active employees with The WVNF on a quarterly basis. List will include updated names of active employees and phone numbers.
- 4.1.28.** Vendors must provide an updated personnel file for each Agency Staff member at least annually.
- 4.1.29.** Agency Staff timesheets must be sent to the Vendor each week by 10:00am on Wednesday. Timesheet dates will be totaled from Saturday to Friday. All missing punches must be turned in to the WV Veterans Nursing Facility by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
- 4.1.30.** All employees must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.1.31.** Employees are to call off to the facility and must speak to the RN Supervisor and call their staffing agency two (2) hours prior to their scheduled shift.
- 4.1.32.** Employees are to follow the chain of command set forth at our facility. They need to take issues to the LPN, then RN supervisor, then RN unit manager, then the ADON and DON.

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- 4.1.33.** Contracted staff will work four (4) weekend shifts and one (1) Friday per month with an Agency rotation We do not honor any restrictions on lifting or hours for contracted staff.
- 4.1.34.** Weekend shifts include Day Shift Saturday and Sunday and Night Shift Friday, Saturday, and Sunday. The weekend time starts at 12:00 midnight on Friday and ends at 23:59 on Sunday.
- 4.1.35.** An Agency rotation schedule must be provided one (1) month in advance, provided by the vendor.
- 4.1.36.** Holidays paid include Thanksgiving Day, Christmas Day, and New Year's Day, Memorial Day, and Independence Day. The holiday time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay (double time). The pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked on the paid holiday for said five (5) paid holidays. There will be no additional pay for hours worked on a holiday other than the double time previously stated. For clarification and example, staff working from 7 a.m. to 7 p.m. on a Holiday with a regular rate of \$25 per hour will be paid 8 hours at \$50 per hour plus 4 hours at \$25 per hour, and no additional pay during those 12 hours.
- 4.1.37.** Staff must be provided on Holidays with a rotation schedule to be provided by the Vendor at least one month prior to the Holiday.
- 4.1.38.** Rotation of other important dates outside of listed holidays will include Easter Sunday, Labor Day, Mother Day, Father's Day, Christmas Eve, New Year's Eve, Veterans Day, and Black Friday. A list of dates and schedules must be provided by the Vendor at least one month prior to the date. These above dates will not be considered Holidays and will not have Holiday Pay.
- 4.1.39.** Successful vendors must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead cost.
- 4.1.40.** The Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a state facility or office to return and work through the Staffing Agency.
- 4.1.41.** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendors shall submit one invoice per week for each level/classification of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation. Timesheets must be signed by the Facility's DON or his/her designee.
- 4.1.42.** The Facility agrees to pay overtime for hours worked over forty (40) hours per work week.

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4.1.43. The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.

4.2. Registered Nurses:

4.2.1. RN's must hold a valid WV Registered Nurse License.

4.2.2. RN's must be licensed and are in good standing with the West Virginia Board of Nurses.

4.2.3. RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.2.4. RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.2.5. RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.

4.2.6. RN's must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of residents.

4.2.7. RN's must administer medications as prescribed by treating Physician(s).

4.2.8. RN's must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the facility, this will be discussed in extended detail during the facility orientation.

4.2.9. RN's must oversee all medical related emergencies.

4.2.10. RN's will provide for the emotional and physical comfort and safety of the residents.

4.2.11. RN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPAA Regulations.

4.2.12. RN's must adhere to the mandatory overtime policy and guidelines set by the facility.

4.2.13. If an RN is sent in to replace an LPN or an HSW, they must be billed and paid LPN or HSW wages for that shift.

4.2.14. New graduates will have an extended orientation with an RN Supervisor

4.3. Licensed Practical Nurses:

4.3.1. LPN's must be licensed and in good standing with the West Virginia Board of Nurses.

4.3.2. LPN's must hold a valid WV Licensed Practical Nurse License.

4.3.3. LPN's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.3.4. LPN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.3.5. LPN's must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments,

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- administering medications, giving injections, and assisting in care planning and recording.
- 4.3.6. LPN's must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.
 - 4.3.7. LPN's must ensure timely documentation into patient's electronic medical records, per the policies, procedures and common practices of the facility that will be discussed in extended detail during the facility orientation.
 - 4.3.8. LPN's must screen residents and record medical information; assist physicians and registered nurses in examinations and treatments; set up and clean examination areas; give injections and immunizations; instruct residents in the use of medications and possible side effects.
 - 4.3.9. LPN's will provide for the emotional and physical comfort and safety of the residents.
 - 4.3.10. LPN's must assist patients (residents) with activities of daily living such as grooming and personal hygiene.
 - 4.3.11. LPN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws and the HIPAA regulations.
 - 4.3.12. LPN's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.3.13. If an LPN is sent to replace a HSW they must be billed as an HSW for that shift.
 - 4.3.14. New graduates will have an extended orientation with an RN Supervisor.
- 4.4. Health Service Workers:**
- 4.4.1. Health Service Workers must be Certified Nursing Assistants, certified and in good standing with the West Virginia Nurse Aide Registry.
 - 4.4.2. HSW's must hold a valid Certification as a WV Certified Nurse Assistant (CNA).
 - 4.4.3. HSW's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.4.4. HSW's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.4.5. HSW's will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.
 - 4.4.6. HSW's must provide support and assistance with daily activities as directed by a supervisor.
 - 4.4.7. HSW's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.4.8. HSW's must have a high school diploma or GED.
 - 4.4.9. New graduates will have an extended orientation with an RN Supervisor.

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contracted Services. This will be a Multiple Award Contract and will be a progressive award with multiple vendors of at least 5 vendors. Vendors may submit bids for one (1) or all Staffing Classifications including RN's, LPN's and HSW's. A progressive award will be made as low bid will be vendor "A", the next lowest vendor will be vendor "B" until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility will allow 48 hours for vendors to determine if they will be able to meet our needs.

5.1 Pricing Page: Vendor should complete the Pricing Page by providing an all-inclusive daily "Per Diem" rate and an all-inclusive weekend "Per Diem" for each of the positions.

5.1.1 The pricing sheet will be based on the total lowest rate submitted by the potential Vendors. To complete the Pricing Page take the Estimated Per Diem Shifts Per Contract Year and multiply by the Per Diem Rate/Unit Price and place the total amount for each line that you are bidding on. Blank Extended Total will be considered a no bid for that line item. Once all lines for Extended Totals are input total all lines bid on and in the Grand Total box input your total.

5.1.2 The Facility makes no assertions related to actual quantities of services to be ordered or processed for the length of the contract.

5.1.3 Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: David.H.Pauline@wv.gov

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is

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designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 7. PAYMENT:** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendors shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation.
- 8. TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the Daily "Per Diem" listed on Vendor's bid, but such costs will not be paid by the agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1** Vendors must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2** Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card lost, stolen or not returned to the Facility.
 - 9.3** Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.
 - 9.4** Anyone performing under this Contract will be subject to Facility's security protocol and procedures.
 - 9.5** Vendor shall inform all staff of Facility's security protocol and procedures.

10. VENDOR DEFAULT

- 10.1** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.

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10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.1.5 The following remedies shall be available to the Agency upon default.

10.1.5.1 Immediate cancellation of the Contract.

10.1.5.2 Immediate cancellation of one or more release orders issued under this Contract.

10.1.5.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Name: Andrea Goodwin

Title: HR Manager

Office Phone: (800) 928-5561

Cell Phone: (626) 626-1419

Fax Number: (877) 858-6263

Email Address: hrmanager@stafftodayinc.com

11.2 Emergency Contact: During its performance of this Contract, Vendor must designate and maintain an Emergency contact responsible for any staffing issues that may arise outside of normal business hours. The Emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency contact information upon request.

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: _____

Name of Associate: Andrea Goodwin

Signature: _____

Signature: 

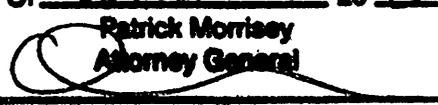
Title: _____

Title: HR Manager

Date: _____

Date: 08/31/2021

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 11
Patrick Morrissey
Attorney General
BY 

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Michael CLEVENGER

Name of Agency WEST VIRGINIA VETERANS NURSING FACILITY

Description of PHI:

Information of Residents to the WW Veterans Nursing Facility, including but not limited to, name, social security number, date of birth, medical condition(s), medication(s).

CRFQ VNF22*01 Exhibit-A Revision 2 dated August 26, 2021

DirectCareNursingStaffingPricingPage

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year (Note: Each shift is normally 12 hours)	Rate per Hour	Multiplied by 12 Hours to calculate Per Diem (Daily Rate)		Extended Total (Estimate Shifts x Daily Rate)
	BaseYearOne					
	Registered Nurse Shifts-Base Year One					
1	Weekday Rate	650	69.00	12	828	538200
2	Weekend Rate	250	70.50	12	846	211500
	Licensed Practical Nurse Shifts-Base Year One					
4	Weekday Rate	1,834	48	12	576	1056384
5	Weekend Rate	750	49.5	12	594	445500
	Health Service Worker/Certified Nursing Assistant Shifts-Base Year One					
7	Weekday Rate	2,084	33	12	396	825264
8	Weekend Rate	834	33.5	12	402	335268
	Renewal Year One					
	Registered Nurse Shifts-Renewal Year One					
10	Weekday Rate	650	69.75	12	837	544050

11	Weekend Rate	250	71.25	12	855	213750
Licensed Practical Nurse Shifts-Renewal Year One						
13	WeekdayRate	1,834	48.75	12	585	1072890
14	WeekendRate	750	50.25	12	603	452250
Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year One						
16	Weekday Rate	2,084	33.75	12	405	844020
17	Weekend Rate	834	34.25	12	411	342774
Renewal Year Two						
Registered Nurse Shifts-Renewal Year Two						
19	Weekday Rate	650	71.25	12	855	555750
20	WeekendRate	250	72.75	12	873	218250
Licensed Practical Nurse Shifts-Renewal Year Two						
22	WeekdayRate	1,834	50.25	12	603	1105902
23	Weekend Rate	750	51.75	12	621	465750
Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year Two						
25	Weekday Rate	2,084	35.25	12	423	881532

26	Weekend Rate	834	35.75	12	429	357786
	Renewal Year Three					
	Registered Nurse Shifts-Renewal Year Three					
28	WeekdayRate	650	72.5	12	870	565500
29	WeekendRate	250	74	12	888	222000
	Licensed Practical Nurse Shifts-Renewal Year Three					
31	Weekday Rate	1,834	51.5	12	618	1133412
32	Weekend Rate	750	53	12	636	477000
	Health Service Worker/Certified Nursing Assistant Shifts - Renewal Year Three					
34	Weekday Rate	2,084	36.5	12	438	912792
35	Weekend Rate	834	37	12	444	370296
					Grand Total	14147820
Vendor Information						
PrintedName	Andrea Goodwin					
Title	HR Manager	Company:	Staff Today Inc. (STI)			
Signature						

Phone	Office:CellPhone: (800) 928-5561					
Fax:	(877) 858-6263	Email:	hrmanager@stafftodayinc.com			

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

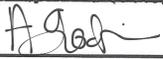
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Staff Today Inc. (STI)

Authorized Signature:  ANDREA GOODWIN Date: 08/31/2021

State of California

County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this 31st day of August, 2021.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

SEE ATTACHED



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 31st day of August, 2021, by
Date Month Year

(1) Andrea Marie Goodwin

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature AMamboleo
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2200000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/>	Addendum No. 1	<input type="checkbox"/>	Addendum No. 6
<input type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Staff Today Inc. (STI)

Company



ANDREA GOODWIN, HR Manager

Authorized Signature

08/31/2021

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF220000001

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(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input checked="" type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
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Staff Today Inc. (STI)

Company



ANDREA GOODWIN, HR Manager

Authorized Signature

08/31/2021

Date

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Staff Today Inc. (STI)

Company



ANDREA GOODWIN, HR Manager

Authorized Signature

08/31/2021

Date

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Staff Today Inc. (STI)

Company



ANDREA GOODWIN, HR Manager

Authorized Signature

08/31/2021

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Staff Today Inc. (STI)

Company



ANDREA GOODWIN, HR Manager

Authorized Signature

08/31/2021

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Company Profile

Staff Today Inc. (STI) is SBE Certified Company and was registered in 2011 thus doing business for over 8 years. STI is a S Corporation with its principal place of business located at Covina, California. With the ever-changing market, STI saw an opportunity to look at other modalities in the healthcare arena. STI purchased Lead Staffing Corporation (LSC) and created a new division within STI that provided per diem allied and Healthcare staffing. As a result of this merger with Lead Staffing Corporation (LSC), STI has benefited from a legacy of successful medical staffing experience. Lead Staffing Corporation (LSC) had been registered since 2005.

STI is certified by the joint commission as a healthcare staffing firm and abides by the standards set. STI is a full-service clerical & medical staffing agency that specializes in the placement of experienced administrative, clerical, nursing and allied healthcare professionals on long and short-term contracts across America. STI is more than willing and capable to handle these and any additional requirements of this contract. STI also has secured a Line of Credit and assets worth over \$5 million to adequately use in marketing, payroll, and research for development of our infrastructure and thus ensuring its financial stability, capacity, and resources.

Prior Experience Providing Similar Services

STI provides staffing services nationwide and has accumulated a database of over five thousand personnel that can be resourced to fill any needs of this contract. The client base of our company is 95% government institution including federal, state, and county, 5% is private institutions.

With the combination of an experienced management team, STI has a total of over 30 years in the staffing industry, and has resulted in excellence in providing medical, allied staffing, legal, administrative, clerical, and needs. Some of our successful past and current experiences providing the same or similar services as those required in this RFP within the last five (5) years include the following: -

- **West Virginia – Direct Care Staffing Services (Nursing) – 08/2020 – Present**
- **West Virginia – Direct Care Staffing Services (MT & MLT) – 5/13/2021 – 05/12/2022**
- South Carolina Department of Mental Health – Supplemental Nursing Services – 07/2020 - Present
- Commonwealth of Pennsylvania – Supplemental Nursing & Pharmacist Services – 1/27/17-10/31/19
- County of Lehigh – Temporary Nursing Services – 7/18/18-9/30/19
- County of San Bernardino-Arrowhead Regional Medical Center – Registry & Travel Nursing/Allied Health - 2018-Present
- Colorado Mental Health Institute – Medical and Clinical Staffing – 2017 to 6/30/2019
- Douglas County – Nursing Agency Supplemental Staffing – 2018 to Present
- Atascadero State Hospital – CLS, Phlebotomist, RADT – 3/1/17-2/28/2020
- South Carolina Department of Mental Health (Provide RN, LPN, CNA & BHA for inpatient & nursing home facilities)– August 2015-Present
- Commonwealth of Virginia Department of Behavioral Health & Developmental Services – Locum Tenens – 5/1/18-Present
- Commonwealth of Virginia Department of Behavioral Health & Developmental Services – Medical Staffing – 8/1/17-Present
- Career Staff Unlimited Inc-Genesis Healthcare RN, LVN, CNA for various facilities located in Alabama, Kentucky, North Carolina, Tennessee, Virginia, Delaware, Maryland, New Jersey, Pennsylvania, Philadelphia, West Virginia, Florida, Georgia, Indiana, Iowa, Kansas, Missouri, Nebraska, Ohio, Texas, Arizona, California, Colorado, Idaho, Montana, New Mexico, Utah, Washington 2014-Present
- MHMR of Tarrant County – Temporary Healthcare Staffing Services – (RN, LVN, PHLEB, CMA) – 6/21/16-6/20/19
- Tarrant County, Annual Contract for Temporary Healthcare Personnel (RN, LVN, CMA, Phlebotomist, Medical Coding) services- 3/30/15 – 3/31/19

- Federal Correctional Institution, Texarkana Provide medical assistant & phlebotomist services March 2015 – Present
- Correct Care Solutions – All Jails in MI, MA, WA, CO, MI, OH, IN, PA, TX, CA – 2014 to Present
- Harris County Sheriff's Office Detention Facility – Nursing Staff – 7/1/2014-6/30/2018
- Virginia Department of Corrections – Medical Staffing Services – 2018 to Present
- North Carolina Department of Public Safety – Locum Tenens Services (PSYT, Physicians, LCSW) – 12/1/17-Present
- California Department of Corrections, Provide healthcare staffing services such as Nursing (RN, LVN, CNA), Allied health (Radiology techs, MMR tech), Dental (Dentist, hygienist, dental assistant) Mental Health (Psychiatrist, Psychologist, LCSW, MSW, Psychiatric Technicians) etc 20014-Present
- Utah Department of Health – Clinical Staffing Mitigation for COVID-19 - 10/2020 – Present
- Oklahoma State Department of Corrections - Temporary Medical Staffing Services (Locums and Nursing) – 10/2020 – Present
- Florida Escambia County - Temporary Medical Staffing Services – 09/2020 - Present
- Wayne County Jail Michigan Provide medical staffing services Nursing (RN, LPN), Nurse Practitioner,
- Five Points Correctional Facility- New York – Temporary LPN Services since 10/1/2016 - Present
- Colorado Department of Corrections – Healthcare Staffing – 4/11/2018 – Present
- Nebraska Department of Corrections RN, LPN, Medication Aide, Lab Technician, Phlebotomist, Pharmacist, Pharmacy Tech, Physician, PA, Nurse Practitioner, Psychiatrist, MA, Nurse Supervisor, Medical records Clerk, Psychologist, Mental Health Practitioner June 2014-11/30/2020
- Wisconsin Department of Corrections - Temporary Nursing, & Other Healthcare Professionals 10/21/2015-Present
- Orange County Corrections, Florida Temporary Nursing Services (RN, LPN & MA) October 2015-3/17/2019
- Butte County – Healthcare Services (LVN, LPT, RN) – 7/1/17-6/30/2020
- Sacramento County Sheriff's Department – Medical Registry – 11/1/17-6/30/2020
- Coalinga State Hospital – (Dental Assistant, Dentist, Dietitian, Pharm Tech, Pharm,) – 2015 to Present
- FCI Fairton – Phlebotomist – 07/2020 - Present
- FCI Bastrop – Pharmacist Services – 10/1/17-3/31/2023
- FCI Dublin – Pharmacist Services – 4/1/2017-3/31/2022
- FCI Lompoc – Pharmacist – 10/2/17 – 10/1/22
- FCI Otisville – Dental Assistant services – 7/1/17-6/30/22
- USP Canaan – Dental Assistant services – 8/13/2017-8/17/2021
- Connecticut Department of Corrections – Nursing Services 2018 to 2023
- County of Peoria – Skilled Care Nursing (RN, LPN, C.N.A) – 4/4/2017 to Present
- Escambia County Jail Nursing Services August 2015- 8/20/2018
- ITH Staffing Nursing and Clerical services 2010-Present
- Utah Department of Corrections – Locum Tenens 7/1/2016- 6/30/21
- Tacoma-Pierce County Health Department – Temporary medical staffing - 1/1/19-12/31/19
- Colorado Department of Human Services (Veterans Community Living) – 6/5/17-6/4/18

STI has associates working in various facilities/institutions all over the country as displayed above & most of our clients are governmental owned agency and institutions and that is why we feel we are best suited to provide services under the anticipated agreement.

As such, Staff Today Inc (STI) has the experience, capabilities and resources at both the organizational and individual levels to provide Direct Care Nursing Staffing to programs comparable in size, scope of work, and urgency as found within this CRFQ. When the office is closed an on-call coordinator is available to provide qualified temporary staff quickly. This Contract will be responded to via order by order basis. We will provide accurate reports. We shall provide staffing during holidays and weekends as needed. We shall provide all the pertinent information and employee

certifications or licenses before the work commences. The availability and commitment of our key executive staff will guarantee that the facility will be provided with the most qualified personnel available. Staff Today Inc (STI) will be successful in filling the staffing orders for all the Direct Care Nursing Staffing Services proposed. This is because we already have qualified people in our database that can fulfill the requirements.

STI provides the best in background checks, personnel screening, physical exams, drug testing and job specific skill testing. We will function as an objective advocate to facilitate any and all conflict resolution and will provide annual and special evaluations forms so that we can be provided with feedback as part of our quality control initiative.

STI will provide the best tailored services, the best personnel, with the required qualifications for each order.

Key Personnel

The following individuals will be responsible for various aspects of the contract as follows:

Aby Mamboleo will be the contract manager on this project. Ms. Mamboleo has more than 17 years of experience providing services of an equivalent nature as identified in the statement of work. She has worked in the capacity of contract projects director with Quality Medical Professionals (QMP) a firm that deals with medical personnel contracts. At QMP she dealt with the state of California contracts for California Department of Corrections & Rehabilitation (CDCR) in providing temporary relief for various medical professionals such as pharmacists, pharmacy technicians, medical assistants, licensed vocational nurses, psychologists, x-ray technicians etc. She was owner and contract manager of Lead Staffing whereby she was responsible for administration of contracts. Ms. Mamboleo will serve as the Contract Manager on this contract and will oversee the daily provisions of this agreement to success. Ms. Mamboleo will be responsible for administration of the contract and any reporting, contract issues and any issues from a client relations standpoint of the contract.

Our invoices will be prepared from the Covina location by our accounting department headed by Paul Mwangi, who will be in-charge of ensuring that we are following protocol on billing and invoicing guidelines. Additionally, our accounting software can create any customized reports that the State might require. This software also tracks invoicing, timesheets, overtime, pay, and balances, just to mention a few features, all at the touch of a button. Ms. Yuchen Qiu is our accounting clerk and under the supervision of Mr. Mwangi she will be responsible for reports such as the utilization of small business report, monthly sales report & surcharge adjustment report. Ms. Qiu has experience providing such reports. She currently provides usage sales reports and monthly expenditure reports to our government clients such as New York State-OGS, Commonwealth of Pennsylvania, Commonwealth of Virginia, North Carolina Department of Public Safety, Wisconsin Department of corrections she provides utilization report, and for GSA she pays our IFF fee.

Andrea Goodwin is the HR Manager & recruiting manager at STI. She is a member of SHRM with a Master's Degree in Industrial Organization Psychology and has been in the HR industry for over 7 years. She will oversee the recruitment end of this project. Ms. Goodwin is in-charge of all the recruiters in our corporate office and the compliance department. Ms. Goodwin will serve as the Account Manager for this contract as she has experience serving in the same capacity for some of our other public sector contracts such as New York State-OGS, Commonwealth of Virginia, Commonwealth of Pennsylvania, Orange County Department of Corrections- Florida etc.

The compliance department is designed for peace of mind to the client and STI, knowing that all the contract and client requirements are met. This means collecting and storing applications, licensure, background checks, any pertinent documents, and ensuring legality and authorization work in the US. Dezerie Anonas is the Compliance Manager at STI and she oversees and performs the monitoring functions. She schedules the skills and competency tests, reviews the results, performs background checks, reference checks, evaluations, and all other compliance functions. Ms. Anonas has over 10years experience in the staffing industry in recruiting and compliance. Previously, Ms. Anonas has performed the same functions for Medical Staffing Network a publicly traded staffing company serving various government and hospital clients. Ms. Anonas worked for Lead Staffing and continues her role with STI ensuring

compliance. STI as mentioned earlier has contracts with various public-sector organizations providing similar service as requested in this contract.

Proposed Scope of Services

Labor is one of the largest costs for most companies and utilizing STI helps clients save costs on projects. Our “mark up,” includes all the expenses associated with hiring and employing a candidate on your payroll: such as **statutory costs, Cost of recruiting, Cost of turnover** - if you lose a candidate internally, all of the recruiting expenses increase exponentially vs. calling us and having a replacement ASAP.

Financial impact of needing a flexible workforce – for clients that have peaks and valleys in their labor usage, STI provides flexibility without them risking increased unemployment exposure.

Cost of making the wrong hire - Using STI allows the client to “try before they buy” making sure they have the right person for the job – avoiding costly hiring mistakes.

STI exist to take the details of hiring off your busy plate. STI has professional and experienced team members ready to assist businesses throughout the entire hiring process. Interviews, background checks, and placement is the responsibility of our staffing firm. Companies who work with STI save time, money and receive quality employees for temporary and seasonal positions.

Whether the need is for short-term or long-term employees, STI has a large inventory of employees perfect for the position. In-depth interviews and background checks allow our staffing firm to place the right employees with the right company. Additionally, a variety of skill sets, including nursing, clerical, allied health, mental health and dental staff exist amongst our employees, making it easy to satisfy companies across many industries.

STI has established the best way to ensure the proposed resumes meet our clients’ requests by performing job profiling and establishing guidelines that assist us in identifying the skill level required to succeed in specific work environments. STI continues to enjoy continued success because of our recruiting and matching processes. STI employs management practices designed to quickly recruit and hire skilled temporary workers for any position/profession.

A multi-step interview process, background checks, and drug screenings allow us to place good, quality employees at the great client companies we work with. Trust STI to hire temporary workers you will want to keep around.

STI reports are customizable and the facility can create their own to meet their specific reporting needs. Reporting requirements are identified during the discovery phase of implementation. Our software also incorporates a unique report distribution service which can deliver reports to user’s email at predetermined intervals of time. This fully automated capability makes reports available to users when they are most needed and effortlessly accessible through a simplified link thus saving money spent on postage to mail out reports and eliminating the need to travel for audits because everything is available electronically.

STI utilizes factors such as environment, culture, structure and goals in obtaining the best qualified candidates who not only can meet the client’s needs but have the strongest likelihood of success in the client’s particular work environments.

At STI, a trusting relationship with clients and employees is crucial to the success of our business. Customer Service is one of most important aspects of our business. We take great pride in our constant effort to communicate and provide only the best customer service to the businesses we work with. We work to maintain clear communication with our clients and employees to ensure the job gets done correctly. All questions and concerns are welcomed and encouraged to help make the hiring process more successful overall.

We know that your time is valuable, so we pride ourselves on offering comprehensive services in an efficient manner. Some of the advantages you will find with STI include:

- Fast and effective response to requests
- Thorough screening process
- Proven, high-performance employees
- Exceptional service at competitive rates
- Satisfying employer/employee relationships

Name of primary contact person for prompt contract administration upon award of the contract; during the period of evaluation; to accept any notices provided for in this contract is below.

Primary Contact: Andrea Goodwin
Title: HR Manager
Telephone: 800-928-5561 x. 109
Emergency after hours: 626-626-1419
Fax: 877-858-6263
Email: Hrmanager@stafftodayinc.com
24/7 Email: HR@stafftodayinc.com

Alternate Contact: Aby Mamboleo
Title: CEO
Telephone: 800-928-5561 x111
Fax: 877-858-6263
Email: Lilian@stafftodayinc.com

Staffing Methodology and Approach

STI Recruiters receives extensive training in order to identify experienced and qualified candidates to service our client accounts. Upon contract award, the Contract Manager will host an orientation with their Recruiters that is tailored to the staffing qualifications and contract terms for the awarded contract. Our Recruiters will become familiar with the specific requirements of the contract and the qualifications of the personnel needed to satisfy those requirements. These specifications and requirements will be used as a benchmark for recruiting experienced candidates.

After several years of staffing experience, STI has established and adopted a very thorough and effective approach in providing quality services to our clients. The Personnel ordering process is described below:

- 1) A personnel request order may be placed by the client via fax, telephone, or email.
- 2) It is then entered into our database system.
- 3) An acknowledgement is sent to the client to confirm order and collect any pertinent information regarding the position.
- 4) A search is made in our system to identify potential candidates that match the skills requested.
- 5) A report is generated listing the candidates found and contact with the employee is made by phone and a description of the work to be performed is given, including pay, hours, facility location etc. If the employee is interested, we will request documentation that meets the minimum qualification and experience for the corresponding job titles in the classification system.
- 6) Depending on the duration and scope of the requested service, we will decide upon the appropriate action in regard to security clearance or any additional testing as needed.
- 7) Some of the candidates in the database have previously worked in other assignment hence have everything in file and may start work immediately if they match the skills requested and have completed application profiles in the database.

Once an order is placed and the potential candidate is found, contact with the employee is made by phone and a description of the work to be performed is given, including pay, hours, facility location, and licensing requirements. Then, if the employee is interested, we will request documentation that meets the minimum qualification and experience as are used for the corresponding job titles in the classification system. We will send in a copy of the current class specifications to be maintained on file. We also keep all pertinent information regarding competency skills and other documentations in a database for easy access and audits.

Orders received are then entered into our system and an acknowledgement is sent to the client/facility. This takes 1-2 hours depending on mode used-fax or email. Our firm will take 24 hours to deliver resumes of the requested temporary personnel. This is considering the confirmation period, calling back wait times, and other factors that affect immediate response to this timeline. As we continue recruiting for the same position, we usually find shorter response times on the positions we recruit for. For example, if we call a candidate in our database and get a hold of them and they are interested the resume can be delivered within an hour because all pertinent information is already in our database thus after initial contact, we will submit them to the facility/client within 24hrs.

A Client could reasonably expect to conduct interviews within 48hrs. If drug testing is required prior to start of duty then an additional 24 - 48hrs because negative results are typically communicated the day after collection, while positive confirmations are typically communicated within 24 to 72 hours of the screening, with 40% reported the day after collection.

STI usually will review more than one person for the requested service so that in case the one who goes to work does not fit we can provide a replacement thus keep staff supplied to our clients.

STI can respond to emergencies and urgent requests as our clients are able to get a hold of a person 24hours 7days a week just by calling our after-hours phone. A live person will be able to respond and call someone to come in to work. Our normal response time for emergency calls is within 2hours for employees in our database. For those not in the database we can still provide services within the 2hours, but all the screening may not be completed. For example, drug testing takes 24-72hours as mentioned above

STI manages our clients in various geographical areas by assigning a recruiting manager who oversees a certain region and is given an orientation of the contract requirements for that area. She then relays the information to her recruiters who match candidates to fit the needs of the clients. For example, in Florida we found it necessary to set up an office to cater to the Orange County client. Thus, setting up local offices is an option that we are open to exploring if it helps us service the client better.

Staff Today Inc (STI) has determined 9-step that are proven to work in hiring and selecting quality personnel, increasing revenue, reducing the stress that comes from dealing with problem employees, and increasing client satisfaction.

1. Phone Screen
2. Application
3. Assessment
4. Interview
5. Criminal Background Check
6. Work References
7. Personal References
8. Drug Screen
9. Client Interview

After only the first three steps we can disqualify those applicants that don't meet our standards, saving time and money, and move forward with those applicants that meet our criteria.

Once determination has been made that the applicant is a viable applicant it's now time to have them complete the Pre-employment Assessment. This assessment includes three components:

- Personality and Behavior Assessment
- Cognitive Reasoning
- Attitudes Assessment

These three components have been proven to be the most effective predictors of job performance, job satisfaction and retention. The Personality and Behavior Assessment will prove to be extremely beneficial in matching the right candidate with the right client. The Attitudes Assessment has been proven to help companies evaluate whether an applicant may display inappropriate attitude and behavior with a client. As we all know, one bad hire can be the difference between a profitable case and a failure.

Ability to Fill Needs

STI has pioneered staffing methods and best practice strategies to meet the estimated project needs of the State of West Virginia as indicated in the CRFQ. By matching the thousands of candidates in our database with your needs and by tapping the knowledge and experience of our staffing experts, we can fill even the most difficult job positions. Our goal is to help you succeed in fulfilling your staffing needs by providing industry-leading resources, expertise and efficiency.

In today's highly competitive recruitment marketplace, STI realizes the value of good talent. Every potential employee undergoes a thorough interview and testing process, which typically averages a minimum of two-hours. The individual is evaluated based on attitude, communication and on-the-job skills, prior work experience and academic history/training. We pay particular attention to what the applicant expects from his/her employment with STI so that we can best gauge their level of responsibility, flexibility and career expectations. Our Database retrieval system maintains an extensive profile showcasing each associate's full range of skills, work experience, reference check information, I-9 completion, test scores and interviewer evaluations. Our computer system allows us to follow our temporary employees from assignment to assignment and evaluate their on-the-job performance. STI's thorough evaluation process enables us to offer you the best and most qualified contingent workforce in today's marketplace. Our agency will be successful in filling the orders since we already have qualified people in our database that are capable of fulfilling the requirements as outlined.

Recruiting Efforts

At STI we are dedicated to using multiple resources and methods to promote our candidates and locate the ideal opportunity that each candidate may be looking for. Our skill set/criteria based matching system is designed to create a perfect fit and allows us to retain both clients and candidates while building long term relationships.

At STI, we understand that your staffing needs change with variations in your staff and population you serve. We also know that even the best companies/facilities are only as good as the team of staff/personnel that they employ. Our goal isn't just about filling your staffing shortages, it's about working collaboratively to make the right match, every time. We go beyond finding talent that works, to finding talent that optimizes staffing and resonates with your vision across every dimension of your organization.

Wading through applications of potential employees who do not meet the basic requirements for the position is part of our job. Our unique screening process is designed to filter out any candidate who isn't deemed to be the perfect fit for you. Every candidate is thoroughly assessed per your job requirements before we determine if they have the potential to be a successful part of your team.

Powered by skilled recruiters who understand staffing unique and ever-evolving challenges, we recognize the crucial importance of quality, accuracy, and timeliness in an industry where every decision impacts a company's well-being. We also realize that the best and brightest professionals are not always actively looking for a new position. We have

the knowledge, skills, and experience to find passive job seekers and use our nationwide contacts and resources to help find the right candidate for your needs. With account managers averaging more than 10 years of experience in staffing, we have an innate ability of matching candidates with jobs and clients where they can truly make an impact. Our focus on making the optimal match has resulted in more than 90 percent of STI candidates who are interviewed being offered the job. We guarantee you will only see the best of the best!

STI has connected our Client organizations with the expert talent they need to achieve their goals. Our goal is to make sure that the first employee that we help you hire is the right person for the job. Hiring someone who turns out to be wrong for the position wastes your company's time and money. Choose us for your staffing needs to avoid a lengthy, costly hiring process that may not lead to the right hire.

STI is an experienced recruitment provider and our expertise in recruitment solutions has given way to the discovery and development of talented individuals, who meet any employers' needs, across a wide range of job categories that we serve. Our goal is to assist your organization in finding quality personnel using our seasoned recruiting team and proven recruiting methods. We have proven ourselves in providing reliable personnel to government, state and private institutions. Our combined team experience exceeds twenty years in the staffing industry, human resources, health informatics and information technology.

Staff Today Inc. (STI) is able to meet the personnel and staffing needs by utilizing a unique multi-brand strategy and a variety of proven and effective recruitment methods, STI is able to attract the largest network staff all around the U.S. We strive for sustainable short and long-term solutions to our client's needs. We use many proprietary and innovative methods developed in-house to fill our positions with the best-available candidates. We have several vehicles of candidate sourcing that we utilize in pursuit of recruiting personnel, which include (but are not limited to) the following:

- **Internet Recruiting Strategies:** STI has differentiated itself in the marketplace through aggressive use of technology as a recruitment strategy. By establishing a strong Internet presence with largely, famous web portal sites as well as our company brand sites, we have been able to recruit highly qualified professionals from across the nation. Our world-class Database performs most of the work for us, and our management and staff compliments this Database. STI uses Mindscope Cura software to run its day to day recruiting and order-filling functions, because this software allows us to place an order, track its status, confirm an employee, authorize timesheets, and so much more by a click of the mouse. This data base has a personnel skill matching capability with an excellent query. When a client calls us, it takes a moment for us to identify ideal candidates to the needs of our clients in our Database. STI also utilizes websites such as CareerBuilder, Monster, and Indeed to complement our database and only give the highest graded candidate who match that specific order for placement. All our recruiting efforts and hiring policies are customized based on a client's scope of work, and the requirements of each project that STI undertakes.
- **Direct mail:** Through our years of recruiting, we have developed an extensive database of personnel and their home addresses. Our datasets are meticulously structured, and we send out carefully crafted mail pieces in a methodical manner that optimizes responses
- **Cold calling:** Cold calling is the tried and true strategy for sourcing candidates, which is why we still use it today. Using an algorithm developed in-house, we can determine exactly which personnel meet the job's criteria and their likelihood of responding positively. This can drastically shorten the time wasted cold calling candidates who aren't qualified and decreases the overall cost of sourcing.
- **Email distribution:** At STI, we source most our candidates through our email distribution efforts. We have an in-house tech team dedicated to ensuring our email efforts are unmatched by anyone in the industry.
- **Passive candidate networking:** It's not an uncommon occurrence for us to learn of an organization need of a candidate and for us to already have a short-list of candidate looking for a career jump into that exact position.
- **Referral bonus-based sourcing:** Referrals continue to return the highest-qualified and best-fitting personnel and we encourage this with a financial incentive -- either to the referrer or a charity of their choice.

The following additional strategies will be utilized to help meet the needs of large and or emergency order requests.

- Job Fairs
- Social Media Recruiting
- Online Recruiting
- Referral Program
- Print advertising/flyers (State board of nursing)
- Recruiter Networking – with work source centers, back to work programs, One Stop, EDD
- Controlling Turn Over – Service Bonuses

Diversity Recruitment

Achieving diversity is an increasingly important aspect of STI recruitment practices. STI sees diversity as an important way to promote fairness and equity in the workplace, foster communication, creativity, innovation, and respect among members of the workforce, and thereby increase our ability to provide high-quality services to the clients we serve and the community.

STI seeks to increase the representation of minorities, women, veterans, and the disabled, especially in occupations and grades where they are currently underrepresented. As such, diversity is a key aspect of our recruitment strategies. And below is a list of some of the strategies we employ to ensure equity through our work: -

- Establishing intern programs targeted at minorities,
- Partnering and networking with professional associations and organizations whose members consist of persons who have been traditionally underrepresented in the labor force;
- Advertising in publications and on web sites whose focused readership include minorities, women, veterans, and the disabled;
- Partnering with military transition centers;
- Using targeted mailings and e-mailings; and
- Partnering with special emphasis event coordinators.

Background Checks

Staff Today provides our clients a wide range and alternatives in the criminal history searches. This is performed based on the contractual agreement. The following are some of the background checks performed:

- ❖ **CRIMINAL HISTORY SEARCH** - This can be done on either a county level or, in some jurisdictions statewide search. The primary differences between the two searches are the time for return of product and the information contained in the report. Any search of an applicant who has been at their current residence for less than one year, begin at their prior residence.
 - CORS - This is our nationwide criminal history search tool and, as a screening tool, it is a wonderful addition to other products. This search includes hundreds of thousands of names of individuals charged with felonies and/or misdemeanor offenses; it touches every state, and includes a nationwide search of registered sexual offenders, departments of corrections, administrative office of courts, state repositories and county court records. In addition, some proprietary records are included from a variety of investigative sources. Because records from some of these sources, no matter who the provider is, may not be updated on a regular basis including some where the information is only updated on an annual basis. STI does not recommend this as the only search to be conducted for criminal history information. It is a wonderful tool to identify areas not disclosed by a candidate that might require additional research.
 - County criminal history search – This information is obtained directly from the source-county. It should be noted that the only information available at this level is that which demonstrates incidents

which took place in the one county. Incidents in a neighboring county will not be reported. The time period available from the courts will vary by jurisdiction. Generally, there will be a minimum of three years with the majority of courts providing at least seven years and some as many as 25 years or more. STI searches county courts throughout the United States. In some jurisdictions, only the county level courts can be searched. California is an example of this research level. All searches are conducted to meet the guidelines of the state and national FCRA requirements and limitations.

- Statewide criminal history repository – These repositories are generally maintained by a state agency such as the police department or administrative office of courts. In each state where a repository is retained, every jurisdiction is supposed to report information regarding both arrests and dispositions. The fact of the matter is that not all data is necessarily transmitted to the repository. That being said, more information is recorded than is visible in a single county search. Unfortunately, as in California, there are some states where the complete repository is not publicly disseminated. In these areas the only research that can be conducted is at the county level. If a candidate has lived in surrounding states, then a statewide search may be conducted. Statewide repositories often go back as much as 50 years and whatever information is recorded are also reported as long as it falls under Fair Credit Reporting Act compliance at the national and/or state level.
- Federal court searches – Records of criminal offenses committed at the federal level, generally cases involving multiple jurisdictions, can be researched but are generally difficult to assure the identity of the person in question. Many of the cases will identify only the name of the subject with no other confirming identifiers. Unfortunately, this can lead to many “possible” records being found.
- ❖ **CREDIT REPORT** – This is a search of the prominent credit reporting agency for the applicant's residence. This provides information relative to the financial stability of the applicant and the applicant's overall sense of responsibility as well as confirmation of biographical data.
- ❖ **DRIVING RECORD** – This is either a three- or seven-year report of all violations filed against an individual's driving history. This report is also valuable in confirming the biographical information provided by the applicant.
- ❖ **EMPLOYMENT VERIFICATION (TELEPHONIC)** - Contact is made with an applicant's previous and, if authorized, current employer to learn more than just the dates of employment, salary and position held by the applicant. Reporting includes a comparison of the original application to determine any contradictions as well as any derogatory information that may be provided.
- ❖ **EMPLOYMENT VERIFICATION (GOVERNMENT RECORDS)** - A search of records provided to the Federal government of all FICA earnings reported by the applicant's employers. This information is obtained through the signing of a special release form and will divulge concealed employments. For example, one study utilizing this report, at a large financial institution, found omissions or significant exaggerations on 40% of their applicants to include omissions from one to nineteen prior jobs in the past five years.
- ❖ **REFERENCE/CHARACTER VERIFICATION** - Contact is made with both supplied and developed references to learn more about the character of the applicant. The interviewing of these persons is done in a manner to elicit information about the applicant's social habits.
- ❖ **SOCIAL SECURITY NUMBER SEARCH AND VALIDATION (Back-Trac)** - This report contains the date and state in which the number was issued along with name and address history based on matches to the social security number submitted to a large number of public records and proprietary databases. The sources of this data may contain errors and omissions and thus cannot be used for employment decisions. It is used to corroborate names, addresses and associated dates that may or may not appear on the application and helps to provide a more comprehensive background investigation.
- ❖ **MALPRACTICE HISTORY** – Research is conducted through a variety of sources to determine any history of these records. Obviously, during employment verification, this is a topic of concern and may or may not be responded to by a previous employer. Secondly, searches conducted through state licensing regulators may disclose reports of wrongdoing, and a final option would be through the Health and Human Services Office of the Inspector General of the Federal Government. This is a search of persons who have been excluded by the government from receiving payment for any items or services involving a government transaction due to a violation of the law.

Drug Screening

STI is committed to a drug-free, safe and healthy work environment. A minimum 5 panel pre-employment drug screening is performed on applicants. Any non-negative result will constitute a violation of STI's Substance Abuse Policy and applicant will not be hired. STI will also require active employees to submit to drug screening if the client/facilities share concerns of reasonable suspicion at any time during employment.

Our drug testing is outsourced and done by Emerge who have their own in-house MRO's. This company offer rigorous pre-employment screenings and ensure a wide variety of drug testing locations for our employees/clients to choose from. They also offer extended hours for drop-in or pre-scheduled appointments, making it as convenient as possible for the employee to integrate into our company's risk management program.

- A prospective employee would give a sample at a local clinic or vendor location.
- The drug screen results are reported directly to STI. Negative results are typically communicated the day after collection, while positive confirmations are typically communicated within 24 to 48 hours of the screening, with 40% reported the day after collection.

STI has agreements with our vendors to ensure they perform 5-10 panel pre-employment drug screening on applicants. We then upload and keep the pertinent information in the system to help assist our candidates make a transition into new work environments.

STI Detailed Employee Screening/Selection Process

- **Initial Telephone Screening:** During our initial phone Interview of a candidate, we ask questions relative to their motivation to make a job change, education, credentials and licensure, experience, and references. We also verify that the candidate has a minimum of the required employment experience.
- **Employment Application:** A complete application, including education, work history, and references is required prior to candidate consideration.
- **USCIS Employment Eligibility Verification, including E-Verify:** We verify work eligibility in accordance with INS regulations.
- **Skills Proficiency Checklist** – Office software testing, ethics, typing etc. This list aids us in matching the candidates' skills with available position skill requirements.
- **Competency Testing:** To assess the skills and validate technical qualifications of qualified candidates
- **Comprehensive Interview:** Our interviewing process includes a targeted, situational- and behavioral-based questionnaire to assist in determining character and work ethic.
- **Background Check:** We conduct a comprehensive background check consisting of: 1) Social Security Match (Name, Number, Date-of-Birth, and Gender); 2) OIG/HHS - Excluded Individuals; 3) EPLS/GSA - Excluded Parties List System; 4) Criminal Records (both County and State); 5) Motor Vehicle Records; 6) State Sexual Predator/Abuse Registries; 7) Professional Licenses with Disciplinary History. This background check of professional credentials validates the certification or licensure is valid, within expiration, and reveals any disciplinary actions taken. Additional background check information is performed as a pre-placement requirement as requested by client facilities.
- **Summary of Professional Credentials:** We require a complete listing of all professional credentials from each employee – specifically those that qualify them for a specific position, which we then verify via our Background Check.
- **As needed - 10-Panel Urine Drug Screen:** The test screens for standard drugs of abuse and more commonly abused prescription medications.
- **Professional Reference Sourcing:** We perform one-on-one, direct sourcing of professional references, requiring at least one reference be obtained from a former Supervisor within the prior 2 years whenever possible.
- **Client Interview:** Some clients choose to interview the candidate prior to commencement of work. Otherwise the candidate is ready to start work after all the screening by STI.

- **STI Orientation Training Program:** Via the training guide, we provide extensive safety training to each new employee. Key guidelines are reviewed again with each employee prior to each assignment. The training topics include: General workplace safety and lifting guidelines; Hazardous Materials and Safety Data Materials Sheet guidance; Blood borne Pathogens training and the appropriate use of personal protective equipment to prevent exposure; and policies for reporting workplace hazards and/or personal injuries. Additional safety training and/or certification for radiation safety, restraint use, body mechanics, OSHA guidelines, and respiratory fit testing will be required depending on job classification and client facilities.
- **Client Protocol Compliance:** We have established a pre-assignment qualification tracking system for identifying what we refer to as “special protocols” for each client facility. This alerts our placement personnel to specific requirements for assigned employees beyond what our standard qualification standards are nationwide. This may include blood antibody titer testing, drug testing within 14 days prior to assignment, in-service training programs, specific professional certifications for certain job positions, respiratory fit testing, OSHA Safety Training certification, additional background check information (e.g., Division of Aging, specific criminal record search in state to be assigned), and in-service training programs (e.g., use of restraints, radiation safety, body mechanics).
- **Employee Assignment Appraisals:** We request that the on-site Client Supervisor for each of our contract employees complete a formal Appraisal Form of the employee’s suitability and performance at the close of each assignment. We use this information as ongoing validation of our initial professional reference sourcing, and in the decision to assign a contract employee to additional assignments with us. Appraisals are also required to be completed by the STI Compliance Manager at the close of each assignment – based upon the comprehensive performance of the employee during the assignment. This appraisal takes into account feedback received from the Client Supervisor during the course of the assignment, as well as their compliance with STI policies and procedures. Finally, we conduct an Annual Appraisal on all STI employees based on the performance feedback we have collected throughout the year.
- **Annual Training:** STI requires all contract employees to take a comprehensive set of annual training modules, Workplace & Assignment Security, Fire, Oxygen, Electrical Safety, Confidentiality, Diversity, and Customer Service.

Clinical Assessments

Clinical assessments are done online by prophecy and it encompasses an extensive exam library. These clinical competency exams include OSHA and joint commission mandatory nursing and allied assessments, as well as clinical checklists.

Related certifications: Depending on the professional and/or discipline, the applicant is required to maintain certain minimum certifications. STI requires a copy of the certification and depending on the certification, STI does online verifications. Verifications are done when the applicant applies and also when it is time for renewals. STI’s operating system generates a report identifying any expiring certifications within a 30, 60, and 90-day period. The employee is then notified to submit renewed documents. An employee is not allowed to work with expired certifications and is blocked from being booked into shifts until all issues are resolved.

License verification: STI requires all applicants licensed in more than one state to have each license verified as part of the hiring process. Current employees have all licenses re-verified at time of renewal.

References upon hire: STI requires a minimum of two positive work references from the current and past work history of the applicant.

Core/specialty competencies (BLS/ACLS as applicable): Evaluation of an applicant’s competency is a process that encompasses multiple venues: Interviewing the applicant, reviewing recent work experience, current CPR card or advanced training card when working in a specialty area (ACLS, PALS, NRP)

Pre-employment health screening: STI requires that upon hire all field employees will provide authorized documentation of their being in good physical and mental health, free from communicable disease, and the ability to perform the duties of a healthcare professional without physical limitations. Documentation of Tuberculosis screening within the past 12 months is specifically required at the time of hire and annually from the date administered thereafter. Proof of immunity status for any specific communicable disease in addition to Tuberculosis will be necessary where indicated by state or facility contractual requirements.

HIPAA compliance: STI complies with all provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and has in place operating policies which reflect HIPAA compliance

Time and attendance: All employees are expected to honor shift commitments by arriving on time. In the event of an employee cancellation, STI will make every effort to replace the employee with another qualified employee. STI employees will follow all requirements in regards to shifts hours, sign in procedures, and call in guidelines as defined by the client facility.

TB screening (PPD): TB screening (PPD or Tuberculosis Screening Record completed if history of positive PPD) will be completed.

In addition to the screening services above, STI does license verification with every board that certifies various professionals. For example, prior to sending a nurse to a facility we will ensure that the license is current and free of holds or disciplinary actions by checking with the State Board of Nursing. As stated, clinical assessments are done online by prophecy and it encompasses an extensive exam library. These clinical competency exams include OSHA and joint commission mandatory nursing and allied assessments, as well as clinical checklists as shown below:-

Our Complete Clinical Exam & Assessment List

Nursing	Allied Health
Home Care	Joint Commission Mandatories
Skills Checklists	

Nursing Exams

- Cardiac Cath Lab
- CCU Exam A
- CCU Exam B
- Clinic
- CNA Acute Care Exam A
- CNA Acute Care Exam B
- CNA Acute Care Exam C
- CNA-Dementia Care
- CNA-Disability Competency
- CNA-Hospice & Palliative Care
- CNA-LTC
- CNA-Sitter
- CVICU Exam A
- CVICU Exam B
- Corrections-RN/LPN
- Diabetes Knowledge Quiz for RN/LPN
- Dialysis
- LPN/LVN Competency
- LPN/LVN Pharmacology
- Med-Surg/Tele Combo
- Medical-Surgical Exam A
- Medical-Surgical Exam B
- Neuro ICU Exam A
- Neuro ICU Exam B
- Neuro Progressive Care Exam A
- Neuro Progressive Care Exam B
- Newborn Nursery
- NICU Pharmacology
- NICU
- Oncology
- Operating Room
- PACU
- Pediatrics
- PEDS Pharmacology

- Dysrhythmia Exam
- Endoscopy/GI Lab Exam A
- Endoscopy/GI Lab Exam B
- ER Exam A
- ER Exam B
- General ICU Exam A
- General ICU Exam B
- Geriatric LTC-Pharmacology
- Geriatric-LTC
- IV Push Medications
- IV Therapy/Infusion
- Labor & Delivery
- PICU
- Postpartum
- Psychiatric
- RN Pharmacology Exam A
- RN Pharmacology Exam B
- RN/LPN Case Manager
- RN/LPN-Dementia Care
- RN/LPN-Hospice & Palliative Care
- Surgical ICU Exam
- Telemetry
- Trauma ICU Exam

Allied Exams

- Certified Medication Aide
- Certified Occupational Therapy Assistant
- CT Scan Tech
- Dental Assistant
- Emergency Room Technician
- EMT (Emergency Medical Technician)
- Medical Assistant
- Medical Biller/Coder
- Occupational Therapy Exam A
- Occupational Therapy Exam B
- OR/Surgical Technologist
- Pharm Tech – Retail
- Physical Therapy Exam A
- Physical Therapy Exam B
- Psychiatric Technician/Behavioral Health Tech
- Rad Tech/X-Ray Tech
- Respiratory Therapist
- Speech Language Pathologist-Adults
- Speech Language Pathologist-PEDS
- Tele Tech/EKG Rhythms
- Ultrasound Technologist
- Physical Therapy Assistant
- Phlebotomy
- Pharmacy Tech – Non-Retail

Joint Commission & OSHA Annual Mandatory

- 2015 Core Mandatory Part I
- 2015 Core Mandatory Part II (Allied)
- 2015 Core Mandatory Part II (Non-Licensed)
- 2015 Core Mandatory Part II (Nursing)
- 2015 Core Mandatory Part III
- 2015 NPSG Mandatory(Allied)
- 2015 NPSG Mandatory(Non-Licensed Personnel)
- 2015 NPSG Mandatory(Nursing)
- Abuse Mandatory
- Advanced Care Planning Mandatory
- Age-Specific Mandatory
- Bio-Terrorism Mandatory
- Blood Glucose Monitoring Mandatory
- Body Mechanics/Ergonomics Mandatory
- Color Vision Mandatory Exam
- Cultural Diversity Mandatory
- Disaster Preparedness Mandatory
- Do Not Use Abbreviations Mandatory
- Domestic Violence Mandatory
- Drugs in the Workplace Mandatory
- End of Life Care Mandatory Module
- Environmental Safety Mandatory
- Ethics Mandatory
- Falls Prevention Mandatory
- Fire Safety Mandatory
- Hazardous Chemicals Mandatory
- HIPAA Mandatory Exam
- Infant Abduction Mandatory
- Infection Control Mandatory
- Malignant Hyperthermia Module Mandatory
- Moderate/Conscious Sedation Mandatory
- OSHA Mandatory Module
- Pain Mandatory Exam
- Patient Restraints Mandatory
- Patient Rights Mandatory
- Preventing Medication Errors Mandatory
- Sexual Harassment Mandatory
- Workplace Violence Mandatory

Home Care Exams

- HHC-Clinical
- HHC-Medication
- HHC-Nasal/Tracheal Suction Exam
- HHC-Pediatric Ventilator
- HHC-Ventilator Management
- HHC-Wound Care

Precision Skills Checklists

- Cardiac Cath Lab
- Cardiovascular Technician
- CAT SCAN Technologist
- CCU
- Certified Anesthesia Technician
- Certified Medication Aide
- Certified Occupational Therapist Assistant
- Certified Registered Nurse Anesthetist
- Chemist
- Clinic
- CNA
- CNA-Sitter
- Corporate Nurse
- Corrections RN/LPN
- Critical Care Technician
- CVICU
- Dental Hygienist/Assistant
- Dialysis
- Dietician
- Dosimetrist/Radiation Therapy
- Echo-Vascular Technician
- EMT (Emergency Medical Technician)
- Endoscopy
- Endoscopy/GI Lab
- ER
- General ICU
- Geriatric/LTC
- High Risk OB Technician
- Home Health
- Immunization Nurse
- IV Therapy
- Labor & Delivery
- Laboratory Technician
- LPN/LVN Competency
- Mammographer
- Med-Surg/Tele Combo
- Medical Assistant
- Medical/Surgical
- MRI Technologist
- Neuro ICU
- Neuro Progressive Care Unit
- Newborn Nursery
- NICU
- Nuclear Medicine Technologist
- Nurse Practitioner
- Occupational Health Nurse
- Occupational Therapist
- Oncology
- Operating Room – Circulating
- Operating Room- Scrub
- OR/Surgical Technologist
- Orthopedic
- PACU
- Paramedic
- Patient Transport
- PCU
- PEDS
- Pharmacist
- Pharmacy Technician
- Phlebotomy
- Physical Therapist
- Physical Therapist Assistant
- Physician Assistant
- Physicist Proficiency
- PICU
- Polysomnographer (EEG) Technologist
- Post Partum
- Psych Technician/Behavioral Health Tech
- Psychiatric
- Radiation Therapy
- Respiratory Therapy
- RN/LPN Case Manager
- School Nurse-RN/LPN
- Speech Pathologist
- Sterile Processing Technologist
- Surgical ICU
- Trauma ICU
- Tele Tech/EKG
- Telemetry
- Ultrasonographer
- X-Ray/Rad Tech

Validated Healthcare Assessments Following EEOC Guidelines

Prophecy assessments is also used as pre-screening tools to assess clinical skill and knowledge for new hires or current clinicians. Prophecy Healthcare is the BEST choice in providing a comprehensive and holistic approach to pre-employment screening. Prophecy is compliant with the Federal Uniform Guidelines on Employee Selection Procedures (1978), which require that validity and reliability methodologies and measurements be used to substantiate the use of such selection procedures. By using Prophecy's three aggregated assessments to measure skills, abilities, and other job relevant characteristics provides us with a solid, multidimensional basis for rendering important career and

employment-related decisions while minimizing adverse impact. Healthcare Reform continues to mandate transparency and reimbursement based on quality of care and patient satisfaction.

Prophecy Healthcare uses content and/or criterion-based validity to ensure that our assessments limit Disparate (“discriminatory”) Impact against protected groups, which maintains compliance with EEOC standards. Our test plan development follows a similar methodology to that of the National Council for State Boards of Nursing’s NCLEX® exam for RN licensure and other professional healthcare certification exams.

The assessments are created through a formal job analysis, with the assistance of subject matter experts from each professional specialty (e.g, General ICU, Med/Surg, Labor and Delivery, etc). The job analysis creates the framework for the test plan, identifying the knowledge, skills, abilities, and job duties required for a particular specialty. This detailed analysis is an absolute necessity for any organization using selection tools/procedures to assist in the hiring decisions and selection of candidates who are applying for open positions. Without the use of, and possession of supporting documentation for such job analyses, organizations are at risk for potential discriminatory hiring practices, as evidenced in federal court cases, such as Lewis v. City of Chicago 528 F.3d 488, 103 Fair Empl.Prac.Cas. (BNA) 705, 91 Empl. Prac. Dec. P43,214, and Ricci v. Destefano, No. 07-1428 (U.S. 6/29/2009) (2009); ExecutiveOrder 11246).

Measuring the candidate’s skill level in their specialty is more important than ever. As a health care staffing company we need to ensure that the professionals we hire have the latest skills and knowledge, as well as the critical thinking capabilities required of their positions. The professionals we hire are representing us thus we utilize Prophecy Clinical Assessments. This is because they follow the Department of Labor Uniform Guidelines on Employee Selection Procedures and are approved for use as a pre-hire screening tool. We receive instant results that shows the candidate’s score and national rank as well as their rank within a facility.

Prophecy Clinical Assessments identifies caregivers with sufficient job knowledge to perform successfully by targeting the most important aspects of each clinical specialty.



- **Nursing Assessments** →
- **Allied Assessments** →
- **Joint Commission Mandatories** →
- **OSHA Mandatories** →
- **Skills Checklists** →

Clinical Situational Assessments Measure Decision Making & Judgment

Now with Situational Assessments by Prophecy, we can measure the fit aspect of job applicants. Situational Assessments can help pinpoint, with 99% confidence, which clinicians will make the most effective decisions around the following performance dimensions:

- Verbal Communication
- Assertiveness
- Critical Thinking
- Problem Solving
- Calm and Competent Patient Care
- Report Transitioning
- Developing Patient Relationships

- Patient Customer Service

Situational Assessments are online, video-based assessments designed to replicate interpersonal situations common to the healthcare environment. After viewing each of the 21 web-based videos featuring real healthcare workers in challenging situations, the clinician selects the most and least effective responses to these real world scenarios. Paired against responses deemed correct by healthcare professionals -just like them- Situational Assessments paint a picture of how an applicant is likely to respond in tough situations. We receive instant results that show the clinician's ability to handle tough situations. Prophecy's Situational Assessments identify caregivers with soft-skills directly correlated to successful nursing practice.

Healthcare Behavioral Assessment Selects the Best Fit

Prophecy Behavioral Assessments identify clinicians with behavioral characteristics that predict high performance, such as integrity and conscientiousness, while flagging potential flaws such as hostility or substance abuse. Using four dimensions of behaviors –personality, attitudes, cognitive, and engagement– this assessment allows us to select the clinician that is best fit for our clients' organization. The Prophecy Behavioral Personality Assessment is built upon the well accepted "Big 5" concept of core personality traits and also includes a "Teamwork" scale as well as a "Good Impression" scale. Each specialty and department within a facility has a unique set of personality attributes that work best. With our job specific benchmarking, Prophecy allows us to determine which personality attributes are best suited for the specialty/job that we are hiring for.

Some available personality categories include:

- Advance Practice Nurse
- ER Nurse
- ICU Nurse
- MedSurg Nurse
- Nurse Practitioner
- Licensed Practical Nurse
- Medical Technician
- RN Supervisor

Attitudes

The Prophecy Behavioral Attitude Assessment measures six areas of potentially counterproductive behaviors by a self-descriptive inventory that taps six substantive areas of concern as well as a Good Impression (validity) scale.

- Conscientious (Dependability)
- Hostility (Aggression)
- Integrity (Honesty)
- Substance Abuse

Cognitive

There is little question among personnel psychologists that cognitive ability –the ability to process and retain information quickly– is a necessary skill that transcends most jobs. For most jobs there is a range of cognitive ability associated with on-the-job success; a higher level of cognitive ability is not necessarily associated with job success. What matters is the fit with the requirements of the job.

STI clerical assessments are also done online. Technical assessments have an average of 50 questions each; most other assessments have between 25 and 30 questions. Once the candidate has completed the assessment he or she would not be able to re-enter that assessment. To complete an assessment, the candidate must answer all questions presented or choose to leave the assessment early. If the candidate is unable to complete the assessment due to loss of Internet service or other computer problems, he or she will be able to re-enter the assessment. In most cases, the candidate will be able to pick up where they left off. Due to the nature of some assessments (such as Typing or Data

Entry), questions must be answered in one sitting and in a sequential order. For these types of assessments, the candidate will be able to re-enter the assessment but would have to begin again from the first question.

Our employment test portfolio includes aptitude, personality, and basic skills tests, and our TestMaker feature allows us to generate our own proprietary tests. Thus we can tailor our tests specifically according to the needs of our clients.

Orientation

Staff Today Inc. orientation process has three stages: The first stage is mainly performed by us. The other two stages vary depending on the client.

- A general orientation
- A departmental orientation, and
- A specific job orientation

The above stages are conducted by different parties and vary from client to client. The General Orientation is usually managed by Staff Today Inc. (STI). Our general orientation starts by making the worker feel at ease. We ensure that they have received and had enough time to read the employee manual ahead of orientation time. At orientation we cover the following: -

- Dress code
- Working hours
- Parking
- Directions
- Supervisor name
- Dates of work
- Time card preparation
- Phone number (STI and Clients')

We also explain to the worker who the Management is and help them get acquainted with the operation of our organization and that we are their employer. We try to allay their fears and doubts by covering subjects such as the difficulties new employees experience, about turnover figures, about how people assimilate better, about how they can turn to us for any difficulties they experience, be it regarding their rejection by existing staff, client staff employees or other matters. We always let our candidates know they can always turn to us for confidential advice. The upper management also always welcomes the new candidate as part of orientation and assures them of management's commitment to help them succeed.

At orientation we assure the candidates that they are part of our team and as such we welcome their observations, comments, and critiques. Last but not least, we share company goals with them and ask what their own personal and career goals are and try to mesh their own goals with the company goals.

This orientation strategy has proven to be highly successful and cuts down on turnover drastically, engenders trust, cooperation and motivation.

The departmental orientation is usually carried out by the client facility some actually have in class orientation and others just do a general orientation. This orientation is usually client specific and may or may not be applicable depending on the contract.

Training and Education

Staff Today Inc. customers deserve the level of service that only an organization dedicated to the education and training of its people can offer. STI provides orientation, compliance, clinical, and operations training for its workforce through a variety of settings followed by written competency examinations and online, Web-based courses.

STI's commitment to its employees' professional and personal development is evident by the range of courses made available. Employees are educated on our Code of Conduct, participate in Medical Compliance Training, and receive a comprehensive orientation package including material dedicated to patient safety, abuse and neglect, emergency management procedures, national patient safety goals, and incident reporting; in addition to HIPAA and OSHA training. Staff Today Inc. also encourages participation in a robust continuing education program designed to support the clinical and technical development of its employees.

As the skills required for success in the corporate world are changing faster than ever before, people need quick and easy access to training – when and where they need it. STI supports career development through access to a dynamic assortment of educational resources. For tuning up our employees there is online tutorial systems, training and development that provides the following: -

- access to more than 6,000+ online courses covering computer, business, leadership, and technical skills sought after in today's market. For example, Microsoft Office 2019, Microsoft Office 365, Microsoft Access, Microsoft Access Tutorial, Microsoft Excel, Microsoft Excel Tutorial, Microsoft Internet Explorer 11 Tutorial, Microsoft Office Integration Tutorial, Microsoft Outlook Tutorial, Microsoft Power Point Tutorial, Microsoft Windows 7 & 10 Tutorial, Microsoft Word Tutorial, Microsoft Word - Advanced Documents Tutorial, Peachtree Accounting Tutorial, QuickBooks Pro Tutorial
- a convenient way for anyone to update and increase their skills online – 24 hours a day, every day of the year.
- free training and development for all STI associates, consultants, and employees.

For those personnel in need of a more traditional education, there's [National University](http://www.nu.edu/) (<http://www.nu.edu/>). National is a fully accredited distance learning school with a robust curriculum and an innovative approach that ensures personal contact with instructors while still allowing the freedom to learn at one's own pace and at one's chosen schedule.

In-Service Training Results & Qualifications

Staff Today Inc (STI) utilizes a software system to track wages, licenses, expiration dates, qualifications, experience, training results, and other pertinent information that are used to provide excellent finger-tips evaluation of candidates prior to submission to the client. This system is also used to evaluate and track performance of candidate's vs. client's needs and print reports to help make our retention and customer service surpass other companies in the staffing industry.

In-Services

Based on individual clients and different contract requirements, Staff Today Inc structures the in-service requirements upon hire and annually thereafter to meet clients' compliance including: Age Specific, Disaster Preparedness, Cultural Diversity, Environmental Safety, Fire Safety, Hazardous Chemicals, HIPAA, Infection Control/ Blood-borne Pathogens, Abuse, Domestic Violence, Ethics of Healthcare, National Patient Safety Goals, Pain Awareness, Patient Restraints, Patient Rights, and Workplace Violence.

Quality Management & Assurance

Staff Today Inc. (STI) is fully committed and invested in delivering the highest quality services to its clients and suppliers. Through the synthesis of our people, process, and technologies Staff Today Inc. delivers a customized solution to meet the exacting needs of each client and their individual departments and users. At each step of the way quality is assessed, measured, and reported to our clients along with metrics and recommendations to support necessary change management for improved results.

The STI's technology systems allow our clients to clearly account for and report on quality measurements that matter to facilities. With configurable and customizable tracking features, Staff Today Inc. is able to implement an objective reporting tool with the flexibility to meet the ever changing needs of the healthcare industry and our clients.

In addition to quality service delivery, Staff Today Inc. has a Quality Assurance Team dedicated to risk management and quality delivery of services and support. The QA Team, located in our Covina, CA office is responsible for audits on credentials, data management, and our survey processes. Every quarter, our clients and/or suppliers are surveyed for their feedback and recommendations regarding our performance from the Program Management and support teams. These results are shared with the clients and, if necessary, changes are made to ensure the highest level of service delivery possible. Staff Today Inc. conducts regular Quality Business Reviews (QBR) for all clients. This review ensures that our programs continue to evolve and meet the needs of our clients and also validates our promised Key Performance Indicators (KPI).

Quality Checks

STI's quality checks helps us monitor the temporary workers' performance in the areas of attendance, communication skills (verbal, written & nonverbal), job attitude, productivity, job performance, job proficiency, working relationships, safety, following rules and policies etc. Our checks are done in the following ways: -

- 1) STI associate will call the supervisor or person who requested service to ensure the temporary worker is performing according to your expectation.
- 2) STI associate will periodically check with the client to ensure the performance and quality of the temporary worker is still according to the standards required.
- 3) When assignment is complete, STI will get an evaluation of the quality of the performance and productivity of the temporary worker. This is done over the phone or through an evaluation survey by email/fax. STI only retains workers that meet or exceed our standards.

STI's quality control program will ensure that we meet the highest standards regarding delivery of services, communication with the client, performance reviews all with the goal to minimize employee turnover. Below you will find a summary of our Quality Assurance Program or "QAP".

Our Quality Assurance Program Includes:

- Reference Verifications
 - License Verifications
 - Education Verifications
 - Skills Evaluation
 - Criminal Background Checks
 - Drug Testing Upon Request
 - Arrival Call Check
 - Quality Control Checks During Assignment
-
- ✓ First day follow-up (On the first day of the employee's assignment we will telephone you to ensure our employee arrived on time. That same day we will follow up with our employee at home to find out their experience with your company. Pertinent information will be shared with you.)
 - ✓ End-of-week follow-up (we will follow up with you again to determine if our employee's performance and attitude have satisfied your specifications.)
 - ✓ Weekly follow up calls are made to ensure productivity, dependability, and quality
 - ✓ Position modifications
 - ✓ Assignment completion

- ✓ Evaluation of employee skills and work habits (When our employee completes his/her assignment, a short form will be sent to you to evaluate overall performance, skill and attitude)
- ✓ Retention of performance-meeting employees
- ✓ For longer term assignments, monthly follow up calls to our employees at home in the evening will also be completed.

In order for us to maintain a high level of customer service, it is necessary for us to gather data about customers, services, contracts, and to make periodic checks on our employees placed with our customers. This enables us to provide on-trend, anticipatory, proactive leadership in finding and placing high-quality workers with our clients. We don't wait for problems to occur. We act in anticipation of future changes in the staffing needs of our clients. We help the facilities/client control expected and unexpected hiring situations. Staff Today continually:

- Develops and implements new recruiting and placement solutions
- Hires top staffing agents and thoroughly trains each one in business, technology, professionalism and placement
- Develops new talent

Quality and Timeliness of Communication

At STI we uphold the highest levels of communication with our clients. All measures of communication (email, telephone, voice messages, etc.) are guaranteed to be responded to within (2) hours during business hours.

We also have on-call staff available via telephone after hours for client issues and needs. Our on-call staff can be reached via telephone at (626) 626-1419.

Level of quality provided by STI

STI has incorporated standards for performance improvement and leadership of the Joint Commission throughout our quality management plan. The Joint Commission guidance focuses in part, "...on improving organizational performance is effectively reducing factors that contribute to unanticipated adverse events and/or outcomes.... Reducing unanticipated adverse events and/or outcomes requires an environment in which clients and organizational staff and leaders can identify and manage actual and potential risks to safety." The Joint Commissions relevant standards in the performance improvement area include:

- The organization collects data to monitor its performance
- Information for data analysis is used to make changes that improve performance and safety

Our talent pool is varied but on average the minimum is at least 6months-1year experience depending on job title.

Staff Today Inc services are dedicated to the highest standards and we are very selective in choosing our professionals. Each prospective candidate is required to meet the following qualifications as well as demonstrate their knowledge in each individual specialty.

Standard Professional Requirements

- 1 years of current experience
- Criminal Background checks are performed for all employees depending on contractual agreements
- Drug testing is performed according to contractual agreement.
- We verify all licenses and certificates to determine that they are valid and are in good standing.
- We verify eligibility to work in the U.S.
- Reference checks are performed for the last 2 years of employment. References will be completed before candidate is assigned.
- Rigorous attendance standards enforced

- Zero tolerance for no-call, no-shows.
- Attendance policy, policy & procedures and job description on file.
- Skills testing is performed

STI will ensure the prospective temporary employees meet the requirements, by utilizing online assessment test for the various skills. STI also supports career development through access to a dynamic assortment of educational resources for tuning up our employees' skills through online tutorial systems, training and development. This is because the skills required for success in the corporate world are changing faster than ever before, thus people need quick and easy access to training hence we offer these tools to our employees.

Continuous Quality Improvement Methodology

The quality management process is built around the key concepts of dedication to quality and customer value and fostering an environment of teamwork and cooperation. Quality is the central focus of the plan. Quality is defined in terms of the needs of STI's clients as expressed in their contract or mission statement. Customers are broadly defined to include our clients, staff and vendors.

Payment Terms

Payment is due 30 days after receipt of invoice. The following discounts are available for early payment:

- 0.75%10 Net 30
- 0.65%10 Net 30

Payroll and Billing Method

The proposed billing method is monthly using Intuit QuickBooks Software. This software allows us to customize the billing for each client thus enabling us to bill the Client for each temporary placement.

As stated above, STI shall bill the Client monthly, in accordance with the agreed upon contract rates. All billings will clearly reflect and provide reasonable detail of the services for which claim is being made, including, but not limited to, type of services provided (e.g., administrative clerk, account clerk, elections aid, elections warehouse worker, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in the proposed Agreement. Billings shall be made and forwarded to the Client and to the attention of the appropriate assigned person monthly. Upon a receipt of a complete and correct billing, the Client shall pay STI within (30) working days.

Our Employees are pay rolled as W-2 employees with taxes deducted from their paycheck. We use a payroll company that offers both technical expertise and advanced technology. Below is some of our services:

- Issue payroll checks/direct deposit/pay cards
- Provide online access to paystubs
- Issue annual W2s
- File New Hire Reports
- Process garnishments and maintain compliance
- Track PTO and sick/vacation time

As an employer, STI has federal payroll tax responsibility. This include withholding from an employee's compensation and paying our contribution for Social Security and Medicare taxes under the Federal Insurance Contributions Act (FICA). Pursuant to the Federal Insurance Contributions Act (FICA) STI is required by federal law to withhold three separate taxes from the wages that we pay our employees. FICA is comprised of:

- a 6.2 percent Social Security tax;
- a 1.45 percent Medicare tax (the "regular" Medicare tax); and

- a percentage of Medicare surtax when the employee earns over \$200,000.

All these amounts are withheld from an employee's wages. Further, STI also pays the employer's portion of two of these taxes (the 6.2% & 1.45%).

Our invoices each month will have the accompanying signed timesheet to match/confirm hours worked. The invoices are double checked prior to sending out to clients to confirm correct billing. At STI, our employees play a role in supporting the financial health of the company. Thus, we explain to our staff the importance of financial responsibility and how they can each participate to keep us on track. During staff meeting, the in-house personnel are shown our sales projection and explained how the company is funded. At STI, we have internal controls that each employee undertakes to reduce wastes and increase profits. This includes duties for each position within the company and the hourly production expectations. During the initial probationary period, trainees are taught one on one how to prevent waste, make the best use of company resources and whom to approach with questions about the proper use of company funds for placing job ads. This strategy ensures that we conduct business in a fiscally responsible manner.

Timesheets:

Paper Time Sheets:

- The paper time sheets given to Employees (via email or fax) prior to start date are due on the 15th and end of the month with pay dates of the 10th and the 25th of every month. When these days fall on a weekend/Holiday, payday is on the next business day.
- The timesheet has to be signed by a supervisor at the facility approving the hours worked
- Any Overtime or Holidays worked must be approved by the facility, with a signature of the Supervisor approving the overtime.
- Approval form must be signed by the facility.

Online Time Sheets:

- Our ATS, Cura Mindscope allows for online Time Keeping. This allows for candidates to enter hours worked, and Supervisors can maintain and approve. This allows for our clients to easily view and approve hours worked. If online time sheets are needed, we can easily have our ATS team provide training for both the candidates and our client on how to use the platform.
- This online time-sheet system provides both a separate candidate and facility (client) portal.
 - Candidate – Candidates have 2 options:
 - (1) Log into Time Clock Application from Android or IOS smartphone and clock in and out. Every time a candidate logs in/out it will track the person's geographical location. This location will be saved for the Supervisor/facility to review and approve.
 - If a person does not have access to a smart phone, they are able to access the portal via the Candidate website (at home or some place with computer/internet access i.e., library, public facility computer, etc.). Once a candidate logs in and enters all times worked, it will send an automated email to the facility/Supervisor for review and approval.
 - Client – Portal
 - Ability to login to Client portal and view, review, and approve all candidate time sheets. If a candidate logs their time via their cell phone, the facility has the capability to review their geographical location at the time the time clock was entered. Once all candidate time sheets are reviewed by facility they can be submitted to STI for review.

Back-up plan

STI will utilize the services of consultants as a backup plan. We have two offsite consultants who serve as a contract specialists and we shall call upon them to assist if the need arises. In the event the computer system fails we have established manual and alternative contingency systems that can be utilized. In the event the system fails partially or totally, there will be a backup system that can be brought into operation.

Our alternative contingency system includes a manual system (faxes, phones, mail, handwritten forms) or through a server that has a backup copy of our technology (through the external hard drive and sometimes USB flash drive), or a different use of technology (through the cloud or shared folders on dropbox, virtual desktop power place).

An example of our possible contingency systems includes the following:

- using stand-alone personal computers , or laptop computers with backup data if the computer network fails
- using paper documents that can be faxed or mailed by having a paper back up. We print documents and file them.
- using hand-held calculators if computerized spreadsheet systems fail
- using handwritten forms to replace on-screen data capture where computers fail (so that business can continue while the system is down—the data can be entered when the system is restored)
- mirroring computer systems on backup hardware with backup software, in case the main system fails
- ensuring alternative power supplies are available if the main power system fails
- using fax machines, telephones or couriers such as fedex, OnTrac, UPS to transmit documents
- having alternative equipment available on stand-by, so that it can be brought on-line at short notice such as tablets e.g. ipads and smart phones.

STI performs frequent backups to ensure recovery of the most current data version and to increase the likelihood of usable media. We use the flash drives for easy transfer of small files. As part of our back up plan we have created a drive image that lets us restore the PC to a like-new but custom-configured state if things go awry with our system, or if disaster strikes. This is done by cloning (and restoring) our hard drive that is stored in the external hard drive. Full back ups are done once a week and data files back up are performed daily.

STI also has an internet backup that provides us with the highest security because the data is off site should things like fire or other natural disasters destroy our facilities. As a part of our back up plan we have regular tests performed on our back up to ensure that they are still working as required. As outlined above our back up plan will ensure that the contract will continue to be serviced with temporary professional staff even if the computer system fails hence ensuring customer satisfaction.

Why choose us?

STI seeks to offer services at the most reasonable cost. In order to meet this goal we are committed to giving our employees the best consideration possible when arranging assignments, to encouraging their professional development, and to providing support for them. In turn, we are diligent in providing our clients with prompt, honest, and reliable services at a fair cost. We have been a leader in dealing with the intricacies of coordinating new staff into a facility, arranging proper orientation and maintaining the proper paperwork and personnel files to assure compliance with State, Federal and Joint Commission guidelines and requirements. You never have to worry that the proper vetting has been conducted and that the necessary paperwork and documentation is in place.

We operate twenty-four (24) hours a day, seven (7) days a week with our own staff answering phones and scheduling our employees. Other than for back up, to keep callers from being kept on hold, we do not utilize answering services. Our clients are able to speak directly with one of our staff immediately or within a maximum fifteen to twenty minutes of their call. Our phone number is 800-928-5561 or 626-626-1419; our fax number is 877-858-6263.

References

As stated below STI has a history of providing State contract work that are similar in size, scope and complexity as the State. Below is a list of our references -

1. West Virginia – Lakin Hospital
11522 Ohio River Rd.
West Columbia, WV 25287
Jacquie Roush - Purchasing Associate
(304)675-0860 Ext. 110
jacquie.l.roush@wv.gov
2. RSMC Services, Inc. formerly ITH Staffing
Constance Moonzwe - CEO
9431 Haven Ave #231
Rancho Cucamonga, CA 91730
Tel: (909) 248-4301
Fax: (844) 889-5519
Email: Constance@rsmcservices.com / ea@rsmcservices.com
2010-Present
Under a subcontracting agreement provided nurses, pharmacists and allied professionals to them for their hospital clients.
3. County of San Bernardino-ARMC
400 N. Pepper Ave Colton, CA 92324
Jason Cloninger
Jason.Cloninger@pur.sbcounty.gov
909-387-8258 / 909-387-2060
October 2018-Present
Registry and Travel Nursing/Allied Health Staffing
4. State of New York – Office of General Services
Kelly Oathout
41st Floor, Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: (518) 473-9825
Email: Kelly.Oathout@ogs.ny.gov
Contract Date: 10/25/12-Present
Nursing and Administrative Services to various New York facilities such as correctional facilities, veteran homes, department of health, buffalo university etc.
5. Colorado - Department of Human Services
1600 West 24th St., Bldg 125 Pueblo, CO 81003
Keri Law
Keri.law@state.co.us
719-546-4694
July 2018-Present
Contract Nurse Staffing Services (RN, NP/PA, Healthcare Technician, CNA, Mental Health Clinician, LPN, LPT & Sitters)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New Century Insurance Services License #0B07085 16 N. 2nd Street Alhambra, CA 91801		CONTACT NAME: New Century Ins Srv, Inc. PHONE (A/C, No, Ext): (626)300-9000 E-MAIL ADDRESS: info@usnci.com FAX (A/C, No): (626)570-0908	
INSURED Staff Today Inc. (STI) 212 E Rowland Street #313 Covina CA 91723		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee and Liability Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 26247	

COVERAGES

CERTIFICATE NUMBER: ALL 21-22

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DEDUCTIBLE: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRA 5908050-08	01/17/2021	01/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EE DISHONEST ACTS \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PRA 5908050-08	01/17/2021	01/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB 6513401-06	01/17/2021	01/17/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY Deductible:\$10,000 each "Wrongful Act"			PRA 5908050-08	01/17/2021	01/17/2022	EACH "Claim" \$2,000,000 AGGREGATE \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CRIME COVERAGE FOR CLIENT'S COVERAGE FOR YOUR EMPLOYEE'S DISHONEST ACTS: LIMIT \$1,000,000, DEDUCTIBLE, \$10,000
 CRIME COVERAGE FOR COMPUTER FRAUD: LIMIT\$1,000,000; DEDUCTIBLE \$10,000
 CERTIFICATE HOLDER IS RESPECTED AS AN ADDITIONAL INSURED PER FORM CG 20 26 04 13. THIS CERTIFICATE IS VALID ONLY IF THE CERTIFICATE HOLDER REQUIRES IN A WRITTEN CONTRACT TO BE NAMED AS ADDITIONAL INSURED. AUTO AND PROFESSIONAL LIABILITY ARE FOR INFORMATION ONLY.

CERTIFICATE HOLDER**CANCELLATION**

STAFF TODAY INC./LEAD STAFFING CORP 212 E ROWLAND ST #313 COVINA CA 91723	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (PeopLease) c/o PeopLease LLC 177 Meeting Street, Suite 300 Charleston, SC 29401	CONTACT NAME: Shelly Weaver PHONE (A/C, No, Ext): 843-849-1164 E-MAIL ADDRESS: Certs@peoplease.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Wisconsin Insurance Company	29157
INSURED PeopLease, LLC 177 Meeting Street, Suite 300 Charleston SC 29401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 62876179

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC589-00001-020-SZ	2/28/2021	12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Staff Today Inc
 Client Effective: 6/1/2020

CERTIFICATE HOLDER

3457 (CA)

Staff Today Inc
 750 Terrado Plaza Suite 52
 Covina CA 91723

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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