
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.

**Solicitation Response(SR)** Dept: 0613 ID: ESR08192600000001153 Ver.: 1 Function: New Phase: Final

Modified by batch , 08/26/2026

## Header 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

**Procurement Folder:** 2029895

**Procurement Type:** Central Master Agreement

**Vendor ID:** VS0000047776

**Legal Name:** SHIFTKEY LLC

**Alias/DBA:**

**Total Bid:** $886,750.00

**Response Date:** 08/19/2026

**Response Time:** 17:49

**Responded By User ID:** gvincent21

**First Name:** Richard

**Last Name:** Goss

**Email:** R.goss@shiftkey.com

**Phone:** 8603628240

**SO Doc Code:** CRFQ

**SO Dept:** 0613

**SO Doc ID:** VNF2700000001

**Published Date:** 8/19/26

**Close Date:** 8/26/26

**Close Time:** 13:30

**Status:** Closed

**Solicitation Description:** Direct Care Staffing Services

**Total of Header Attachments:** 5

**Total of All Attachments:** 5

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

# State of West Virginia
# Solicitation Response

| | |
|---|---|
| **Proc Folder:** | 2029895 |
| **Solicitation Description:** | Direct Care Staffing Services |
| **Proc Type:** | Central Master Agreement |

| Solicitation Closes | Solicitation Response | Version |
|---|---|---|
| 2026-08-26 13:30 | SR 0613 ESR08192600000001153 | 1 |

**VENDOR**

VS0000047776
SHIFTKEY LLC

**Solicitation Number:** CRFQ 0613 VNF2700000001

**Total Bid:** 886750 **Response Date:** 2026-08-19 **Response Time:** 17:49:42

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**
Jessica L Riley
304-558-0246
jessica.l.riley@wv.gov

**Vendor**
**Signature X** **FEIN#** **DATE**

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|---|---|---|---|---|
| 1 | Direct Care Staffing Services | | | | 886750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 85101601 | | | |

**Commodity Line Comments:**

**Extended Description:**

Open-end contract for Direct Care Staffing Services

# Exhibit A - Pricing Page
# Direct Care Staffing Services

## Licensed Practical Nurse (LPN)

**for the time period of:**

## September 14, 2026 through September 13, 2027

| Item No. | Description Of Services | Estimated Hours* | Hourly Rate | Subtotal |
|---|---|---|---|---|
| 1 | Weekday Regular Rate | 5,500 | $52.00 | $ 286,000.00 - |
| 2 | Weekend Regular Rate | 2,250 | $65.00 | $ 146,250.00 - |
| | | | **Grand Total** | **$** 432,250.00 - |

***Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.**

- **Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.**
- **Vendor must complete, sign and return this Pricing Page.**
- **Pertinent Pricing information:**
  - Shift Differential - see Section 2.22 (extra $1 per hour worked between 3:00 p.m. and 7:00 a.m)
  - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
  - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
  - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
  - Multiple Awards - see Section 4.1
  - Staff qualifications - see Section 4 (entire section)
  - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
  - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
  - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
  - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

### Vendor Information

| | | | |
|---|---|---|---|
| Vendor: | ShiftKey LLC | ***Printed Name** | Richard Goss |
| Address: | 5221 N O'Connor Blvd, Suite 1400 | Title | Director of Sales |
| | Irving, TX 75039 | ***Signature** | |
| Office Phone: | (860) 362-8240 | *I hereby certify I am authorized by the Vendor to sign this document. | |
| Cell Phone | (860) 362-8240 | | |
| Fax | | Email: | R.Goss@Shiftkey.com |

# Exhibit A - Pricing Page
# Direct Care Staffing Services

## Registered Nurse (RN)

**for the time period of:**

## September 14, 2026 through September 13, 2027

| Item No. | Description Of Services | Estimated Hours* | Hourly Rate | Subtotal |
|---|---|---|---|---|
| 1 | Weekday Regular Rate | 1,950 | $60.00 | $ 117,000.00 - |
| 2 | Weekend Regular Rate | 750 | $75.00 | $ 56,250.00 - |
| | | | **Grand Total** | **$** 173,250.00 - |

***Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.**

- **Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.**
- **Vendor must complete, sign and return this Pricing Page.**
- **Pertinent Pricing information:**
  - Shift Differential - see Section 2.22 (extra $1 per hour worked between 3:00 p.m. and 7:00 a.m)
  - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
  - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
  - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
  - Multiple Awards - see Section 4.1
  - Staff qualifications - see Section 4 (entire section)
  - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
  - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
  - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
  - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

| Vendor Information | | | |
|---|---|---|---|
| Vendor: | ShiftKey LLC | ***Printed Name** | Richard Goss |
| Address: | 5221 N O'Connor Blvd, Suite 1400 | Title | Director of Sales |
| | Irving, TX 75039 | ***Signature** | |
| Office Phone: | (860) 362-8240 | *I hereby certify I am authorized by the Vendor to sign this document. | |
| Cell Phone | (860) 362-8240 | | |
| Fax | | Email: | R.Goss@Shiftkey.com |

# Exhibit A - Pricing Page
# Direct Care Staffing Services

## Health Service Worker (HSW)

**for the time period of:**

## September 14, 2026 through September 13, 2027

| Item No. | Description Of Services | Estimated Hours* | Hourly Rate | Subtotal |
|---|---|---|---|---|
| 1 | Weekday Regular Rate | 6,250 | $30.00 | $ 187,500.00 - |
| 2 | Weekend Regular Rate | 2,500 | $37.50 | $ 93,750.00 - |
| | | | **Grand Total** | **$** 281,250.00 - |

***Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.**

- **Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.**
- **Vendor must complete, sign and return this Pricing Page.**
- **Pertinent Pricing information:**
  - Shift Differential - see Section 2.22 (extra $1 per hour worked between 3:00 p.m. and 7:00 a.m)
  - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
  - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
  - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
  - Multiple Awards - see Section 4.1
  - Staff qualifications - see Section 4 (entire section)
  - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
  - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
  - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
  - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

### Vendor Information

| | | | |
|---|---|---|---|
| Vendor: | ShiftKey LLC | ***Printed Name** | Richard Goss |
| Address: | 5221 N O'Connor Blvd, Suite 1400 | Title | Director of Sales |
| | Irving, TX 75039 | ***Signature** | |
| Office Phone: | (860) 362-8240 | *I hereby certify I am authorized by the Vendor to sign this document. | |
| Cell Phone | (860) 362-8240 | | |
| Fax | | Email: | R.Goss@Shiftkey.com |

# TECHNICAL PROPOSAL & BID SUBMISSION

**SOLICITATION:** Direct Care Healthcare Staffing Services (RN, LPN, HSW / CNA)

**SOLICITATION NUMBER:** CRFQ 0613 VNF2700000001

**FACILITY:** West Virginia Veterans Nursing Facility (WVVNF)

**ADDRESS:** 1 Freedom Way, Clarksburg, WV 26301

**CONTRACT PERIOD:** September 14, 2026 – September 13, 2027

**SUBMITTED BY:**

**Legal Entity Name:** OnShift Inc. DBA ShiftKey LLC

**Federal Employer Identification Number (FEIN):** 81-3148615

**Corporate Address:** 5221 N O'Connor Blvd, Suite 1400, Irving, TX 75039

**Website:** www.shiftkey.com

**PRIMARY CONTRACT & MANAGEMENT CONTACTS:**

- **Primary Account Manager (Business Hours):**
  - **Name & Title:** Richard Goss, Director of Sales
  - **Phone:** 860-362-8240
  - **Email:** R.goss@shiftkey.com
- **24/7 Emergency & Escalation Contact:**
  - **Name & Title:** Kyle Kidwell, Director of Account Management
  - **Phone:** 469-947-9960
  - **Email:** K.Kidwell@shiftkey.com

**SUBMISSION DATE:**

August 20 2026

**TABLE OF CONTENTS**

# Technical Proposal

## Vendor Qualifications & 24/7 Management Structure

### 1. Corporate Profile & 12-Month Operating Experience

**OnShift Inc. DBA ShiftKey LLC** ("ShiftKey") operates a technology-enabled healthcare staffing marketplace providing on-demand direct care staffing to healthcare facilities. In full compliance with Section 3.1, ShiftKey confirms it possesses over 12 months of experience operating a direct care staffing business.

As the primary contractor under this agreement, ShiftKey retains sole legal, operational, and administrative responsibility for contract execution while leveraging its platform to manage an active local talent pool of Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and Health Service Workers (HSWs / CNAs).

### 2. Designated Management & 24/7 Emergency Contacts

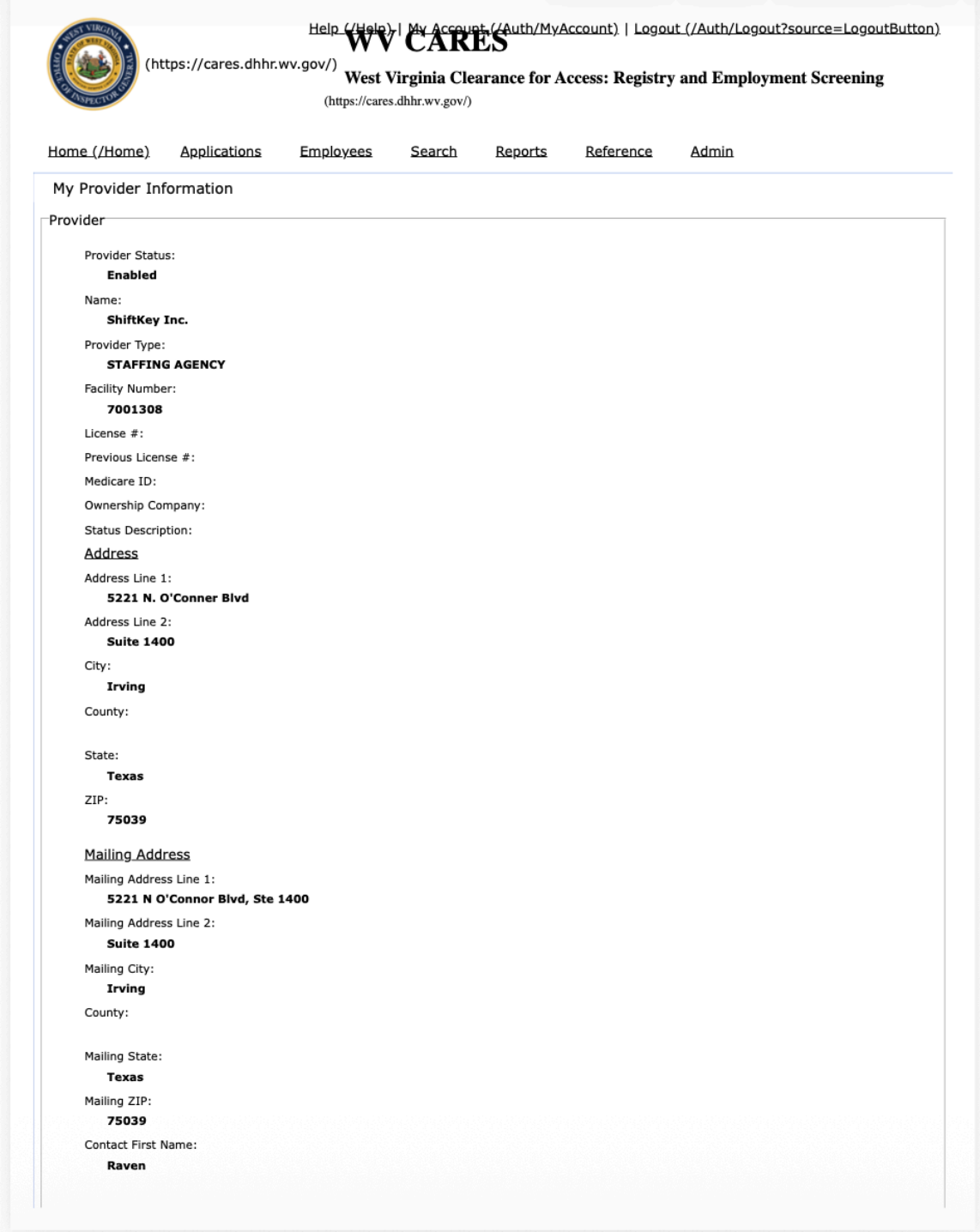
In compliance with Sections 3.2, 11.1, and 11.2 of the solicitation specifications, ShiftKey designates the following contacts:

- **Primary Contract Manager (Normal Business Hours):**
  - **Name & Title:** Kyle Kidwell, Director of Account Management
  - **Phone:** 469-947-9960 *(Guaranteed response within 2 hours)*
  - **Email:** K.Kidwell@shiftkey.com

  - **Name & Title:** Richard Goss, Director of Sales
  - **Phone:** 860-362-8240
  - **Email:** R.goss@shiftkey.com

- **24/7 Emergency Contact (After Hours, Weekends, Holidays):**
  - **Name & Title:** Kyle Kidwell, Director of Account Management
  - **Phone:** 469-947-9960 *(Guaranteed response within 2 hours)*
  - **Email:** K.Kidwell@shiftkey.com

## WV Cares Status



Help (/Help) | My Account (/Auth/MyAccount) | Logout (/Auth/Logout?source=LogoutButton)

(https://cares.dhhr.wv.gov/)

**WV CARES**

**West Virginia Clearance for Access: Registry and Employment Screening**

(https://cares.dhhr.wv.gov/)

Home (/Home) Applications Employees Search Reports Reference Admin

My Provider Information

Provider

Provider Status:
**Enabled**

Name:
**ShiftKey Inc.**

Provider Type:
**STAFFING AGENCY**

Facility Number:
**7001308**

License #:

Previous License #:

Medicare ID:

Ownership Company:

Status Description:

Address

Address Line 1:
**5221 N. O'Conner Blvd**

Address Line 2:
**Suite 1400**

City:
**Irving**

County:

State:
**Texas**

ZIP:
**75039**

Mailing Address

Mailing Address Line 1:
**5221 N O'Connor Blvd, Ste 1400**

Mailing Address Line 2:
**Suite 1400**

Mailing City:
**Irving**

County:

Mailing State:
**Texas**

Mailing ZIP:
**75039**

Contact First Name:
**Raven**

Contact Last Name:
**Drummond**
Phone:
**4699238694**
Email:
**raven.drummond@shiftkey.com**

Edit

Additional Contacts

| Last Name | First Name | Email | Phone | Secondary Phone | Contact Type | Action |
|---|---|---|---|---|---|---|
| Scribner | Brittany | brittany.scribner@shiftkey.com | 469-923-8680 | | | Edit \| Delete |
| Fletcher | Tracy | tracy@shiftkey.com | 469-947-9965 | | | Edit \| Delete |

Add Contact

Shiftkey2022 Version: 20260630

## Mandatory Plan for Shift Coverage

### 1. Platform-Driven Scheduling & Dispatch

*ShiftKey utilizes its marketplace scheduling interface to broadcast open shift requests provided by WVVNF schedulers. When WVVNF posts shift requirements (PRN or term assignments), the platform automatically alerts verified, pre-credentialed local professionals based on discipline (RN, LPN, HSW) and facility preferences.*

- *2-Hour Confirmation Window: ShiftKey guarantees confirmation of required shift coverage at least two (2) hours prior to the start of any shift in compliance with Section 4.16.*
- *Call-Off Management & Immediate Backfill: In the event of a worker call-off, the ShiftKey platform automatically flags the shift as urgent and dispatches immediate notifications to local back-up personnel to fill the vacancy within two hours.*

### 2. Weekend, Holiday & Shift Coverage Strategy

*Rather than relying on fixed individual worker rotations, ShiftKey utilizes a high-capacity marketplace model designed to maintain an expansive pool of credentialed local healthcare professionals (RNs, LPNs, HSWs).*

- *On-Demand Capacity: ShiftKey's primary objective is to maintain a local provider network large enough to absorb facility demand across all shifts, eliminating the need to enforce rigid rotation schedules on individual workers.*
- *Weekend & Holiday Coverage: WVVNF posts weekend, night, and holiday requirements directly to the platform. By broadcasting these opportunities to a deep pool of local independent providers, WVVNF secures reliable coverage—even during high-demand or holiday periods—without risking single-worker burnout.*
- *Flexible Coverage Scaling: Because the talent pool is continuously maintained and pre-credentialed, WVVNF can scale shift requests up or down seamlessly based on census fluctuations and internal facility staffing needs.*

### 3. Facility Control & Policy Enforcement (DNR Process)

*ShiftKey recognizes that WVVNF must maintain strict operational standards and clinical oversight within the facility.*

- *Total Facility Discretion (Do Not Return / DNR): WVVNF retains full control over which providers are permitted to work inside the facility. If a worker exhibits attendance issues (such as a call-off or no-show) or fails to meet facility standards, WVVNF is not burdened with managing complex disciplinary tracks or collecting doctor's excuses.*
- *Instant DNR Execution: WVVNF management can exercise the Do Not Return (DNR) option directly through the platform interface. Placing a provider on DNR status immediately and permanently blocks that individual from viewing, requesting, or booking any future shifts at WVVNF.*
- *Chain of Command: While on site, all deployed personnel report directly through designated WVVNF leadership (LPN → RN Supervisor → Unit Manager → ADON → DON).*

# Mandatory Recruiting Plan for Clarksburg, WV Area

*(Submitted in compliance with Specification Section 3.6.2)*

## 1. Targeted Regional Sourcing & Digital Recruitment

Vendor leverages dedicated digital recruitment infrastructure to continuously attract and engage credentialed healthcare workers within a 50-mile commuting radius of WVVNF (Clarksburg, WV), spanning Harrison, Marion, Lewis, Taylor, and Monongalia counties:

- **Geotargeted Digital Campaigns:** Executing localized recruitment campaigns across primary healthcare job networks and digital channels targeted specifically to professionals living near Clarksburg.
- **Proactive Local Outreach:** Direct engagement with licensed RNs, LPNs, and HSWs/CNAs in the region to build a deep, active pool of providers ready to cover shifts at WVVNF (1 Freedom Way, Clarksburg, WV 26301).

## 2. Talent Pool Building & Streamlined Compliance

Rather than relying on traditional agency pipelines, Vendor maintains a continuous marketplace presence that actively attracts local providers and moves them efficiently through compliance:

- **Streamlined Credentialing Pipeline:** Dedicated compliance specialists assist local applicants through the onboarding workflow—including WV CARES background processing, 10-panel drug screening, and required local certifications (such as the WV Food Handler Card)—minimizing time-to-placement.
- **Competitive Marketplace Rates & Provider Retention:** The ShiftKey platform provides competitive payout structures and complete schedule flexibility. This combination keeps local providers actively engaged on the platform, ensuring strong retention and consistent shift coverage for WVVNF without reliance on travel staff.

## Credentialing & Pre-Placement Compliance Workflow

ShiftKey is actively registered with WV CARES. Prior to placing any professional at the West Virginia Veterans Nursing Facility (WVVNF), ShiftKey will provide the Director of Nursing (DON) with full personnel files at Vendor's expense:

- **WV CARES Background Check:** Full clearance through the West Virginia Clearance for Access: Registry & Employment Screening program.
- **10-Panel Drug Screening:** Passed test panel covering Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, PCP, Propoxyphene, THC, and Oxycodone.
- **Licensure Verification:** Active license/certification in good standing with the West Virginia Board of Nursing (RN/LPN) or West Virginia Nurse Aide Registry (HSW/CNA) with no substantiated investigations or pending disciplinary actions.
- **Certifications & Cards:** Active CPR card, valid West Virginia Food Handlers Card (enabling participation in meal pass duties), and High School Diploma/GED (for HSWs).
- **Health & Immunizations:** PPD/TB screening results and Hepatitis B vaccination series documentation.
- **Facility Orientation:** Completion of WVVNF facility orientation, PointClickCare (PCC) training, medication administration training, and 30 hours of mandatory Alzheimer's training.

## Implementation & Onboarding Timeline (15-Day Roadmap)

*(Demonstrates immediate readiness upon contract award)*

- **Days 1–3: Account Setup & Scheduler Onboarding**
  - Execute contract and establish WVVNF account profile in the ShiftKey portal.
  - Conduct virtual or on-site platform training for WVVNF schedulers and DON leadership.
  - Establish direct escalation communication channels with Richard Goss and Kyle Kidwell.
- **Days 4–8: Regional Network Activation & Credentialing**
  - Broadcast targeted notifications to pre-credentialed local RNs, LPNs, and HSWs within a 50-mile radius of Clarksburg.
  - Process applicants through mandatory compliance workflows: WV CARES registry clearance, 10-panel drug screening, local Food Handler certification, and immunization checks.
- **Days 9–12: Compliance Audit & Facility Specific Readiness**
  - Submit completed credentialing files to the DON for pre-placement approval.
  - Verify candidate completion of PointClickCare (PCC) training, WVVNF orientation modules, and required Alzheimer's training hours.
- **Days 13–15: Account Go-Live & Active Shift Coverage**
  - Schedulers begin broadcasting open shift requests (PRN or term assignments).
  - Activate 24/7 dispatch monitoring, enforcing the guaranteed 2-hour shift confirmation window.

**References**

*(Include 3 references from healthcare facilities using ShiftKey for direct care staffing)*

- **Reference 1:**
  - **Facility Name:** Autumn Lake Healthcare at Crystal Spings
  - **Facility Type:** Long-Term Care
  - **Contact Person & Title:** Kim Coleman - Director of Nursing
  - **Phone & Email:** (304) 636-2033 | Kcoleman@autumnhc.net
  - **Services Provided:** RN, LPN, and CNA direct care staffing
- **Reference 2:**
  - **Facility Name:** St. Barbara's Memorial Nursing Home
  - **Facility Type:** Long-Term Care
  - **Contact Person & Title:** Carrie Campbell - Staffing Coordinator
  - **Phone & Email:** (304) 534-5220 | carrie.campbell@saintbarbaras.com
  - **Services Provided:** RN, LPN, and CNA direct care staffing
- **Reference 3:**
  - **Facility Name:** Cedar Grove
  - **Facility Type:** Assisted Living
  - **Contact Person & Title:** Jodi Curry - Executive Director
  - **Phone & Email:** (304) 424-6023 - execdir@cedargrove-wv.com
  - **Services Provided:** RN, LPN, and CNA direct care staffing

Appendix A

**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.

(Printed Name and Title) Kyle Kidwell

(Address) 5221 N O'Connor Blvd, Suite 1400, Irving, TX 75039

(Phone Number) / (Fax Number) 469-947-9960

(email address) K.Kidwell@shiftkey.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

ShiftKey LLC
(Company)

(Signature of Authorized Representative)

Richard Goss - Director of Sales - 08/19/2026
(Printed Name and Title of Authorized Representative) (Date)

(860) 362-8240
(Phone Number) (Fax Number)

R.Goss@ShiftKey.com
(Email Address)

Revised 8/24/2023

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)*

| | |
|---|---|
| [x] Addendum No. 1 | [ ] Addendum No. 6 |
| [ ] Addendum No. 2 | [ ] Addendum No. 7 |
| [ ] Addendum No. 3 | [ ] Addendum No. 8 |
| [ ] Addendum No. 4 | [ ] Addendum No. 9 |
| [ ] Addendum No. 5 | [ ] 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 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.

ShiftKey LLC
Company

Authorized Signature

08/19/2026
Date

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

Revised 8/24/2023

**WV-73**
Approved / April 30, 2020

**State of West Virginia**
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**
***West Virginia Code* §21-1D-5**

I, TILL MENDOZA, after being first duly sworn, depose and state as follows:

1. I am an employee of SHIFTKEY, LLC. (Company Name); and,

2. I do hereby attest that SHIFTKEY, LLC (Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: TILL MENDOZA

Signature: [signature]

Title: RVP

Company Name: SHIFTKEY

Date: 8/19/26

STATE OF WEST VIRGINIA,

COUNTY OF Dallas, TO-WIT:

Taken, subscribed and sworn to before me this 19 day of August, 2026.

By Commission expires 04/26/2029

(Seal)

RACHEL SARGENT
Notary Public, State of Texas
Comm. Expires 04-26-2029
Notary ID 130953137

[signature]
(Notary Public)

Rev. July 7, 2017

STATE OF WEST VIRGINIA

# 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:** 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 exceed 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: SHIFTKEY, LLC

Authorized Signature: _____ Date: 8/19/26

State of Texas

County of Dallas, to-wit:

Taken, subscribed, and sworn to before me this 19 day of August, 2026

My Commission expires April, 2029

**AFFIX SEAL HERE**

RACHEL SARGENT
Notary Public, State of Texas
Comm. Expires 04-26-2029
Notary ID 130953137

**NOTARY PUBLIC** _____

WV-96
May 2026

**STATE OF WEST VIRGINIA**
**ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

***REQUIRED INFORMATION ABOUT THIS CONTRACT:***

State Agency, Board, or Commission (the "State"): _____
Vendor: SHIFTKEY
Contract Name or Identifier/Lease Number ("Contract"): VNF 2700000001
Commodity/Service: DIRECT CARE STAFFING SERVICES

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.

1. **PAYMENT** – The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

   The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING** – Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.

3. **TERMINATION FOR CONVENIENCE** – The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.

4. **GOVERNING LAW** – The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.

5. **JURISDICTION/DISPUTES** – All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.

6. **PRESERVATION OF STATE LEGAL RIGHTS** - Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:

   a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.

   b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.

   c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.

   d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.

   e. Any provision limiting the time within which the State may file a claim or initiate any legal action.

   f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.

   g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.

7. **TAXES** – The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

WV-96
May 2026

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.

9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.

10. **INSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.

11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.

12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act ("W. Va. FOIA") (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.

    All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.

13. **DATA OWNERSHIP**. During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter "Data"). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:

    a. Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.

    b. Any provision that defines "Data" in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.

    Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.

14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party's end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum The Vendor shall indemnify and defend the State against all claims resulting from a wrongful representation/assertion that the EULA's terms and conditions are in accord with, or subordinate to, this Addendum.

15. **AMENDMENTS** –All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold** *Italics, or* underline to identify language being added and using bold ~~**strikethrough**~~ to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

| | |
|---|---|
| State: _____ | Vendor: SHIFTKEY |
| By: _____ | By: _____ |
| Printed Name: _____ | Printed Name: TIM MENDOZA |
| Title: _____ | Title: EVP |
| Date: _____ | Date: 8/19/26 |

## 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: West Virginia Veterans Nursing Facility | Name of Associate: OnShift Inc. DBA ShiftKey LLC |
| Signature: | Signature: |
| Title: | Title: Director of Sales |
| Date: | Date: August 19, 2026 |

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY Of June 20 25
Patrick Morrisey
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: OnShift Inc. DBA ShiftKey LLC

Name of Agency: West Virginia Veterans Nursing Facility

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Protected Health Information (PHI), medical records, immunization/credentialing data, and resident care information exchanged for healthcare personnel credentialing, shift scheduling, and direct care staffing services at the facility.

Appendix B

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

OnShift, Inc

2 Business name/disregarded entity name, if different from above.

ShiftKey, LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

5221 N O'Connor Blvd Ste 1400

Requester's name and address (optional)

6 City, state, and ZIP code

Irving, TX 75039

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number: 26 – 0700448

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person [signature] Date 01/22/26

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

# State of West Virginia

# Certificate

***I, Kris Warner, Secretary of State of the State of West Virginia, hereby certify that***

**SHIFTKEY, LLC**

was duly authorized under the laws of this state to transact business in West Virginia as a foreign limited liability company on May 17, 2022.

The company is filed as an at-will company, for an indefinite period.

I further certify that the company has not been revoked or administratively dissolved by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Cancellation or Termination to the company.

Accordingly, I hereby issue this Certificate of Authorization

## CERTIFICATE OF AUTHORIZATION

**Validation ID:0WV1Q_6PN93**

*Given under my hand and the Great Seal of the State of West Virginia on this day of*

***August 17, 2026***

*Secretary of State*

Notice: A certificate issued electronically from the West Virginia Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Validation Page of the Secretary of State's Web site, https://apps.wv.gov/sos/businessentitysearch/validate.aspx entering the validation ID displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/11/2025

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**<br>MARSH RISK & INSURANCE SERVICES<br>FOUR EMBARCADERO CENTER, SUITE 1100<br>CALIFORNIA LICENSE NO. 0437153<br>SAN FRANCISCO, CA 94111<br><br>CN133972944--OA Pr-25-26 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Zurich American Insurance Company — 16535 |
| **INSURED**<br>ShiftKey, LLC<br>5221 North O'Connor Blvd.<br>Ste. 1400<br>Irving, TX 75039 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** SEA-003983241-07 **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<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Occupational Accident | | | OCA 4153173-01 | 10/01/2025 | 10/01/2026 | Combined Single Limit:<br>Aggregate Limit: | $1,000,000<br>$2,000,000 |

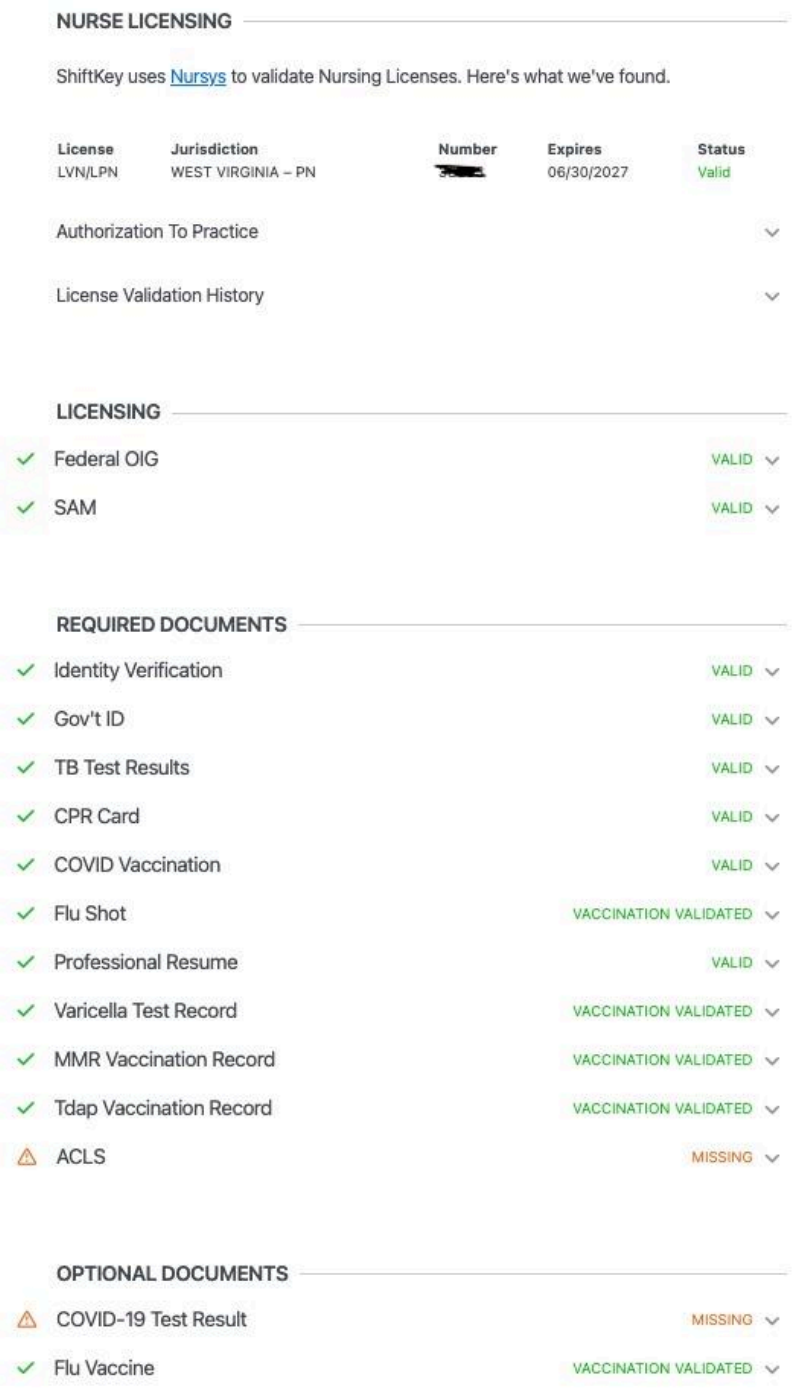
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| ShiftKey, LLC<br>5221 North O'Connor Blvd. Ste. 1400<br>Irving, TX 75039 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>*Marsh Risk & Insurance Services* |



ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

## Credentials View on Platform



**NURSE LICENSING**

ShiftKey uses Nursys to validate Nursing Licenses. Here's what we've found.

| License | Jurisdiction | Number | Expires | Status |
|---|---|---|---|---|
| LVN/LPN | WEST VIRGINIA – PN | [redacted] | 06/30/2027 | Valid |

Authorization To Practice

License Validation History

**LICENSING**

- ✓ Federal OIG — VALID
- ✓ SAM — VALID

**REQUIRED DOCUMENTS**

- ✓ Identity Verification — VALID
- ✓ Gov't ID — VALID
- ✓ TB Test Results — VALID
- ✓ CPR Card — VALID
- ✓ COVID Vaccination — VALID
- ✓ Flu Shot — VACCINATION VALIDATED
- ✓ Professional Resume — VALID
- ✓ Varicella Test Record — VACCINATION VALIDATED
- ✓ MMR Vaccination Record — VACCINATION VALIDATED
- ✓ Tdap Vaccination Record — VACCINATION VALIDATED
- ⚠ ACLS — MISSING

**OPTIONAL DOCUMENTS**

- ⚠ COVID-19 Test Result — MISSING
- ✓ Flu Vaccine — VACCINATION VALIDATED

## FACILITY ASSESSMENTS

- ✓ Abuse, Neglect, and Misappropriation — PASSED
- ✓ Dementia Care Assessment One - Nurse — PASSED
- ✓ Long Term Care Essentials Clinical Assessment — PASSED

## GENERAL ASSESSMENTS

- ✓ Enhanced Barrier Protection Assessment — PASSED
- ✓ Medical/Surgical — PASSED

## DRUG SCREEN

- ✓ Drug Screen — PASSED

## BACKGROUND CHECK

User is eligible to request for the background check credentials. Some items can be checked automatically.

- ✓ WV CARES — VALID

## HEP B VACCINATION

- ✓ Hep B Vaccination Status — COMPLETED

I have previously completed the hepatitis B vaccination series

06/16/2022

## EXHIBIT C – COMPLETED PRICING PAGES

Vendor Name: OnShift Inc DBA ShiftKey LLC FEIN: 81-3148615 Address: 5221 N O'Connor Blvd #1400, Irving, TX 75039 Contract Period: September 14, 2026 – September 13, 2027

### REGISTERED NURSE (RN) PRICING

- Item 1 – Weekday Regular Rate: 1,950 Estimated Hours × $60.00/hr = $117,000.00
- Item 2 – Weekend Regular Rate ($60.00 × 1.25): 750 Estimated Hours × $75.00/hr = $56,250.00 RN Grand Total: **$173,250.00**

### LICENSED PRACTICAL NURSE (LPN) PRICING

- Item 1 – Weekday Regular Rate: 5,500 Estimated Hours × $52.00/hr = $286,000.00
- Item 2 – Weekend Regular Rate ($52.00 × 1.25): 2,250 Estimated Hours × $65.00/hr = $146,250.00 LPN Grand Total: **$432,250.00**

### HEALTH SERVICE WORKER (HSW / CNA) PRICING

- Item 1 – Weekday Regular Rate: 6,250 Estimated Hours × $30.00/hr = $187,500.00
- Item 2 – Weekend Regular Rate ($30.00 × 1.25): 2,500 Estimated Hours × $37.50/hr = $93,750.00 HSW Grand **Total: $281,250.00**

### PRICING SUMMARY

- **RN Grand Total: $173,250.00** ***(2,700 Total Hours)***
- **LPN Grand Total: $432,250.00** ***(7,750 Total Hours)***
- **HSW Grand Total: $281,250.00** ***(8,750 Total Hours)***

**CUMULATIVE CONTRACT GRAND TOTAL: $886,750.00**

## Exhibit A - Pricing Page
## Direct Care Staffing Services

### Registered Nurse (RN)

**for the time period of:**
**September 14, 2026 through September 13, 2027**

| Item No. | Description Of Services | Estimated Hours* | Hourly Rate | Subtotal |
|---|---|---|---|---|
| 1 | Weekday Regular Rate | 1,950 | $60.00 | $ 117,000.00 - |
| 2 | Weekend Regular Rate | 750 | $75.00 | $ 56,250.00 - |
| | | | **Grand Total** | $ 173,250.00 - |

***Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.**

- **Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.**
- **Vendor must complete, sign and return this Pricing Page.**
- **Pertinent Pricing information:**
  - Shift Differential - see Section 2.22 (extra $1 per hour worked between 3:00 p.m. and 7:00 a.m)
  - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
  - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
  - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
  - Multiple Awards - see Section 4.1
  - Staff qualifications - see Section 4 (entire section)
  - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
  - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
  - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
  - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

**Vendor Information**

| | | | |
|---|---|---|---|
| Vendor: | ShiftKey LLC | ***Printed Name** | Richard Goss |
| Address: | 5221 N O'Connor Blvd, Suite 1400 | Title | Director of Sales |
| | Irving, TX 75039 | ***Signature** | |
| Office Phone: | (860) 362-8240 | *I hereby certify I am authorized by the Vendor to sign this document. | |
| Cell Phone | (860) 362-8240 | | |
| Fax | | Email: | R.Goss@Shiftkey.com |

## Exhibit A - Pricing Page
## Direct Care Staffing Services

**Licensed Practical Nurse (LPN)**

**for the time period of:**
**September 14, 2026 through September 13, 2027**

| Item No. | Description Of Services | Estimated Hours* | Hourly Rate | Subtotal |
|---|---|---|---|---|
| 1 | Weekday Regular Rate | 5,500 | $52.00 | $ 286,000.00 - |
| 2 | Weekend Regular Rate | 2,250 | $65.00 | $ 146,250.00 - |
| | | | **Grand Total** | **$** 432,250.00 - |

***Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.**

- **Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.**
- **Vendor must complete, sign and return this Pricing Page.**
- **Pertinent Pricing information:**
  - Shift Differential - see Section 2.22 (extra $1 per hour worked between 3:00 p.m. and 7:00 a.m)
  - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
  - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
  - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
  - Multiple Awards - see Section 4.1
  - Staff qualifications - see Section 4 (entire section)
  - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
  - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
  - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
  - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

**Vendor Information**

| | | | |
|---|---|---|---|
| Vendor: | ShiftKey LLC | ***Printed Name** | Richard Goss |
| Address: | 5221 N O'Connor Blvd, Suite 1400 | Title | Director of Sales |
| | Irving, TX 75039 | ***Signature** | |
| Office Phone: | (860) 362-8240 | *I hereby certify I am authorized by the Vendor to sign this document. | |
| Cell Phone | (860) 362-8240 | | |
| Fax | | Email: | R.Goss@Shiftkey.com |

## Exhibit A - Pricing Page
## Direct Care Staffing Services

### Health Service Worker (HSW)

**for the time period of:**

**September 14, 2026 through September 13, 2027**

| Item No. | Description Of Services | Estimated Hours* | Hourly Rate | Subtotal |
|---|---|---|---|---|
| 1 | Weekday Regular Rate | 6,250 | $30.00 | $ 187,500.00 - |
| 2 | Weekend Regular Rate | 2,500 | $37.50 | $ 93,750.00 - |
| | | | **Grand Total** | $ 281,250.00 - |

***Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.**

- **Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.**
- **Vendor must complete, sign and return this Pricing Page.**
- **Pertinent Pricing information:**
  - Shift Differential - see Section 2.22 (extra $1 per hour worked between 3:00 p.m. and 7:00 a.m)
  - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
  - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
  - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
  - Multiple Awards - see Section 4.1
  - Staff qualifications - see Section 4 (entire section)
  - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
  - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
  - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
  - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

**Vendor Information**

| | | | |
|---|---|---|---|
| Vendor: | ShiftKey LLC | ***Printed Name** | Richard Goss |
| Address: | 5221 N O'Connor Blvd, Suite 1400 | Title | Director of Sales |
| | Irving, TX 75039 | ***Signature** | |
| Office Phone: | (860) 362-8240 | *I hereby certify I am authorized by the Vendor to sign this document. | |
| Cell Phone | (860) 362-8240 | | |
| Fax | | Email: | R.Goss@Shiftkey.com |

# SHIFTKEY SUPPLEMENTAL RIDER AND CLARIFICATION ADDENDUM

**To CRFQ 0613 VNF2700000001 — Direct Care Staffing Services**

West Virginia Veterans Nursing Facility, Clarksburg, WV

This Rider by ShiftKey, LLC ("ShiftKey") supplements and, where applicable amends the terms of the document CRFQ 0613 VNF2700000001 issued by the West Virginia Department of Administration, Purchasing Division, on behalf of the WV Veterans Nursing Facility (the "Solicitation" or "Contract"). This Rider does not alter the West Virginia General Terms and Conditions or Specifications except as expressly stated below, and is intended to clarify ShiftKey's role as a technology marketplace, not a traditional staffing agency or employer of record, for purposes of the resulting Contract. This Rider is effective and binding on the parties upon the earlier of: (a) signature by both parties below, or (b) Agency's use of the ShiftKey Platform.

## ARTICLE 1 — PLATFORM STATUS; NOT A STAFFING AGENCY

ShiftKey operates a technology platform (the "Platform") that connects independently credentialed healthcare professionals ("Professionals") with healthcare facilities that post open shifts. ShiftKey does not itself employ, dispatch, assign, or supervise Professionals. Professionals using the Platform are independent contractors who accept or decline posted shifts at their own discretion.

Any reference in the Contract to "Staffing Agency," "Vendor's employees," or similar terms shall be understood, as between the Agency and ShiftKey, to mean ShiftKey in its capacity as operator of the Platform facilitating access to independently contracted Professionals, and not as an admission that ShiftKey directly employs, supervises, or controls the day-to-day clinical work of any Professional.

## ARTICLE 2 — NO EMPLOYER-OF-RECORD STATUS

Notwithstanding General Terms and Conditions §35 (Vendor Relationship), ShiftKey does not act as the employer of record for Professionals placed through the Platform. Professionals are solely responsible for their own federal and state income tax obligations, self-employment tax, and any benefits elections. ShiftKey does not withhold payroll taxes, remit employer-side Social Security or Medicare contributions, or provide workers' compensation coverage for Professionals as their employer. Neither Agency nor ShiftKey shall be deemed the employer of the Professionals by virtue of the Contract.

ShiftKey will maintain commercial general liability insurance and, where applicable, professional liability coverage consistent with its role as a marketplace operator, in the amounts set forth in General Terms and Conditions §8. Workers' compensation coverage under General Terms and Conditions §9 shall apply only to ShiftKey's own W-2 employees and not to independent contractor Professionals.

## ARTICLE 3 — WORKER PERFORMANCE; DO-NOT-RETURN (DNR) PROCESS

In place of the guaranteed-fill and enforced-rotation obligations described in Specifications §4.17 and §4.27–§4.28, ShiftKey will use commercially reasonable efforts to promptly post or assist Agency to post any open or call-off shift to the Platform for acceptance by other credentialed Professionals. ShiftKey cannot guarantee that a specific Professional will accept a specific shift or adhere to a fixed rotation schedule, as Professionals retain sole discretion to accept or decline shifts.

If the Facility determines that a Professional's conduct or performance does not meet Facility standards, the Facility may notify ShiftKey using ShiftKey's standard Do-Not-Return ("DNR") process, and ShiftKey will remove that Professional's access to future shifts at the Facility. The Facility retains the right to direct a Professional to leave the premises for safety or conduct reasons at any time; any related discipline of the Professional as an individual (as opposed to removal from future Facility shifts) is between the Facility and the Professional directly, consistent with the Professional's status as an independent contractor and not a ShiftKey employee.

## ARTICLE 4 — CREDENTIALING SCOPE LIMITATION

ShiftKey will facilitate collection of the credentialing items identified in Specifications §4.5 through §4.10 (including WV Cares background checks, drug screening, CPR certification, immunization records, and licensure confirmation) to the extent explicitly set forth in the Contract. ShiftKey's role is to verify that a Professional holds current, valid, independent credentials — not to independently investigate disciplinary history beyond what is publicly available through the applicable licensing board's disclosure systems. To the extent ShiftKey does not validate the credentialing items in Specifications §4.5 through §4.10, ShiftKey will assist Agency in configuring its account to require such items from the Professionals prior to such Professional's performance of services for Agency.

Facility-specific training obligations — including PCC (Point Click Care) training, Facility orientation, and the 30-hour Alzheimer's training (plus annual 8-hour recertification) described in Specifications §4.9–§4.10 — are not required for Professionals to register on the Platform but ShiftKey will assist the Agency to configure the Agency's Platform account to require such conditions for any Professional to accept shifts from Agency. Because the Professionals are not employees of ShiftKey, Sections 4.10.1 through 4.10.3 will be waived and the Agency will pay for any hours worked by Professionals, subject to Article 5 below.

## ARTICLE 5 — SHIFT CANCELLATION NOTICE

Specifications §4.35 shall provide that if the Facility cancels a confirmed shift with less than four (4) hours' notice, the Facility will pay the Professional (through ShiftKey) for a minimum of two (2) hours at the applicable hourly rate, consistent with standard marketplace practice for confirmed-then-cancelled shifts. This provision is intended to preserve Professional participation and Platform reliability at the Facility, and does not modify the Facility's right to cancel a shift.

## ARTICLE 6 — DISPUTE RESOLUTION FOR UNDISPUTED INVOICES

ShiftKey acknowledges General Terms and Conditions §23 (deleting all arbitration provisions) and §10 (Venue; WV Claims Commission) as mandatory terms of the Solicitation and does not propose to alter the Agency's or Purchasing Division's general dispute-resolution framework. For invoices that are undisputed and supported by a Facility-approved, signed timesheet under Specifications §7, the parties agree to a 15-business-day informal resolution period before either party is required to initiate a formal proceeding, to reduce administrative burden on both sides for routine, non-contested payment matters.

## ARTICLE 7 — PAYMENT TERMS

ShiftKey requests that the Contract specify a payment term of Net 30 days from the Facility's approval of a Specifications §7 invoice (rather than an undefined payment timeline), and that, to the extent permitted under West Virginia law and Purchasing Division policy, invoices unpaid more than 30 days after Facility approval accrue interest at the statutory rate applicable to state contracts. ShiftKey will continue to submit weekly invoices in arrears, supported by signed timesheets, as required by Specifications §7.

## ARTICLE 8 — GENERAL PROVISIONS

1. Precedence: In the event of a direct conflict between this Rider and the General Terms and Conditions or Specifications on a non-mandatory term, this Rider will govern; mandatory statutory or regulatory terms of the Solicitation control over this Rider in all required cases and in all terms that do not conflict with this Rider.
2. Severability: If any provision of this Rider is found invalid or unenforceable, the remaining provisions remain in full force and effect.
3. No Waiver: Nothing in this Rider waives ShiftKey's right to raise additional clarifications or exceptions through the Solicitation's official vendor-question process.
4. Entire Agreement: This Rider, together with the Contract, constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any prior negotiations or understandings not reflected in the executed Contract.

## AGREED AND ACCEPTED:

**ShiftKey, LLC**

Irving, Texas

_____

*Signature*

Name: Richard Goss

Title: Director of Sales

Date: 08/19/2026

**West Virginia Department of Administration**

Purchasing Division / WV Veterans Nursing Facility

_____

*Signature*

Name: _____

Title: _____

Date: _____