

TIPS VENDOR AGREEMENT

TIPS RFP 230703 Staffing Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Health Advocates Network Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026, to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

230703 Staffing Services

Vendor Name: Health Advocates Network Inc.

Vendor Address: 750 Terrado Plaza, Ste 52

City: Covina State: CA Zip Code: 91723

Vendor Authorized Signatory Name: Andrea Goodwin

Vendor Authorized Signatory Title: Director of Sales and Operations

Vendor Authorized Signatory Phone: 800-928-5561

Vendor Authorized Signatory Email: Andrea.Goodwin@hanstaff.com

Vendor Authorized Signature:  Date: 08/14/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 9-18-2023



230703

**Health Advocates Network Inc.
Supplier Response**

Event Information

Number: 230703
Title: Staffing Services
Type: Request for Proposal
Issue Date: 7/6/2023
Deadline: 8/18/2023 03:00 PM (CT)
Notes:

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200703 STAFFING SERVICES ("200703") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR STAFFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200703.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200703 WHICH COVERS ALL OF YOUR STAFFING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Health Advocates Network Inc. Information

Address: 1875 NW Corporate Blvd
Suite 120
Boca Raton, FL 33431
Phone: (800) 928-5561
Web Address: <https://hanstaff.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Andrea Goodwin

Signature

Submitted at 8/17/2023 07:51:48 PM (CT)

Andrea.Goodwin@hanstaff.com

Email

Requested Attachments

Vendor Agreement

230703 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

230703 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

Texas Region 8 Education Center
- Pricing Sheet.xlsx

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Reference Form

230703 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230703 Required Confidentiality
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

HAN Technical Proposal.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) HAN Brochures.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 Form W-9_HAN[5355] _2022.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 2 230703 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Logo (Supplemental Vendor Information Only) No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Agreement Signature Form 230703 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Bid Attributes

1	<p>Disadvantaged/Minority/Women Business & Federal HUBZone</p> <p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="NO"/></p>
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2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

HAN is led by some of the most experienced and respected health care staffing executives in the industry, who are driven to propel the organization to becoming one of the most successful staffing companies. Guided by its core values of quality and career advocacy, HAN remains steadfast to its commitment to career growth and development for all team members so they may navigate their own future and grow within the company. HAN is well capitalized, having the trust of a very sophisticated investor group, most of whom were also investors with Medical Staffing Network and Accountable Healthcare Staffing, companies the executive team previously founded and managed. HAN is competitive and our mission is to function as a center and leader of the Staffing Industry. HAN 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. HAN is also certified by the Joint Commission as a Healthcare Staffing Firm and abides by the standards set. HAN exist to take the details of hiring off your busy plate. HAN 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 HAN save time, money and receive quality employees for temporary and seasonal positions. Whether the need is for short-term or long-term employees, HAN 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.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Andrea Goodwin

7 Primary Contact Title

Primary Contact Title

Director of Sales and Operations

8 Primary Contact Email
Please enter a valid email address that will definitely reach the Primary Contact.

9 Primary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).
Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10 Primary Contact Fax
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

11 Primary Contact Mobile
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

12 Secondary Contact Name
Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

13 Secondary Contact Title
Secondary Contact Title

14 Secondary Contact Email
Please enter a valid email address that will definitely reach the Secondary Contact.

15 Secondary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).
Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

16 Secondary Contact Fax
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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18	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Ted Muraskin"/>
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19	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="Ted.Muraskin@HANStaff.com"/>
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20	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="5614482005"/>
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21	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Andrea Goodwin"/>
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22	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="Andrea.Goodwin@hanstaff.com"/>
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23	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8009285561"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="https://hanstaff.com/"/>
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25	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="1875 NW CORPORATE BLVD STE 120"/>
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27	Primary Address City
	Primary Address City <input type="text" value="BOCA RATON"/>

28	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="FL"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="33431-8550"/>

30	Search Words Identifying Vendor
	Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. <input type="text" value="Health Advocates Network Inc. HAN Healthcare staffing Staffing services Government services Nursing Allied clerical staff speech therapists physical therapists music therapists diagnosticians technology staff accounting staff translators"/>

31	Certification of Vendor Residency (Required by the State of Texas)
	Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="No"/>

32	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? <input type="text" value="Boca Raton"/>

33	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? <input type="text" value="Florida"/>

34	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="3"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0.65%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4 1 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 **TIPS Member Access to Vendor Proposal & Documentation**

3 **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 **Non-Collusive Bidding Certificate**

4 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and **if Vendor enters into a construction contract with a Texas TIPS Member** under this procurement, Vendor certifies compliance.

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Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

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9

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

6 **Regulatory Good Standing Certification - Explanation - Continued**

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If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
6 **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

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Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

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Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

6 **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

7 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9 3	2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 4	2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 5	2 CFR Part 200 or Federal Provision - Record Retention Requirements For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 6	2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. <input type="text" value="YES"/>
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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230703 Staffing Services	Health Advocates Network Inc.
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Healthcare Staffing Professionals, Inc.	Cornelius Mamboleo, Vice President	corneliusm@hsp-inc.com	866-975-3968 x108
International Outsourcing Services	Thea Ledesma, Human Resource	contracts@internationaloutsoourcing.net	800-995-4868
RSMC Services, Inc.	Constance Moonzwe - CEO	ea@rsmcservices.com/ constance@rsmcservices.com	650-409-2020 Ext 101
Fort Worth Independent School District	Jonathan Bey, Executive Director (Purchasing Department)	jonathan.bey@fwisd.org	817-814-2210
Tarrant County – Annual Healthcare Personnel	Angela Hagy	amhagy@tarrantcounty.com	817-321-5309
Colorado - Department of Human Services	Nicholas Elkins	nicholas.elkins@state.co.us	845-943-8137

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Health Advocates Network Inc.

Vendor Authorized Signatory Name: Andrea Goodwin

Vendor Authorized Signatory Title: Director of Sales and Operations

Vendor Authorized Signatory Email: A Goodwin

Vendor Address: 750 Terrado Plaza, Ste 52

City: Covina State: CA Zip Code: 91723

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: A Goodwin

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



THE TRUSTED EXPERTS IN CLINICAL STAFFING SOLUTIONS FOR

Nursing, Allied Health, Advanced Practice

Health Advocates Network serves as a dedicated partner and advocate for healthcare providers, staff and patients coast to coast.

Because of the extensive experience we have gained from our years in the healthcare staffing industry, we understand the importance of matching the right clinicians with the unique needs of healthcare facilities of all sizes.

INDUSTRY EXPERIENCE

Health Advocates Network brings more than 100 years of registered nursing experience and clinical leadership, along with comprehensive healthcare knowledge to every clinical discipline we staff.

CREATIVE SOLUTIONS

Our flexible approach enables us to develop solutions customized to your specific needs - from short- and long-term travel contracts to local and per diem assignments and more.

CREDENTIALING EXPERTISE

Count on our proven and specialized team of Career Advocates and Credentialing Specialists to recruit and credential to the unique requirements of every healthcare facility we serve. Each clinician we provide will be thoroughly vetted and credentialed by our experts to ensure the highest standards of clinical competency.

Your Trusted Staffing Partner





Your Clinical Healthcare Staffing Advocates

ALONG WITH OUR KNOWLEDGE AND EXPERIENCE IN CLINICAL STAFFING, YOU CAN EXPECT:

We provide staffing services to a broad spectrum of healthcare facilities such as:

- » Acute Care
- » Long-term Care
- » Rehabilitation
- » Clinics
- » Home Care
- » Corrections

We fill jobs like these and more:

- » Registered Nurse
- » Licensed Practical Nurse
- » Certified Nurse Assistant
- » Diagnostic Imaging
- » Pharmacy
- » Laboratory Tech
- » Medical Tech
- » Case Manager
- » Social Worker
- » Registered Dietitian
- » Nutritionist
- » Nurse Practitioner
- » Physician Assistant
- » CRNA
- » Dental
- » Therapist - PT, OT, ST
- » Respiratory Therapist

Responsiveness and Collaboration

Tailored, Flexible Solutions

Honesty and Integrity

True Partnership

Our Mission is to match highly skilled providers to exceptional healthcare facility opportunities while providing rewarding supplemental staffing experiences, and supporting facilities to achieve unsurpassed patient care and outcomes.



“

Health Advocates Network did an excellent job screening and matching candidates to meet our needs. The onboarding process was smooth and professional. They are a valued partner for my growing business.

”

— Adam N., Healthcare Company Owner



We bring experience and passion to everything we do.
Let Health Advocates Network advocate for you!

www.hanstaff.com

Northeast
(518) 278-4310

Southeast
(321) 265-6615

Midwest
(314) 312-3753

Southwest
(877) 325-6911

West Coast
(866) 500-1424



FLEXIBLE STAFFING SOLUTIONS FOR Non-Clinical Healthcare

Health Advocates Network serves as a dedicated partner and advocate for healthcare providers, staff and patients.

Because of the extensive experience we have gained from our years in the healthcare staffing industry, we understand the importance of matching the right candidates with the unique needs of healthcare facilities of all sizes.

TEMPORARY. TEMPORARY-TO-PERM.

INDUSTRY EXPERIENCE

Health Advocates Network brings more than 25 years of experience and comprehensive healthcare knowledge to every position – from front desk to facilities to accounting and more.

CREATIVE SOLUTIONS

Our entrepreneurial approach enables us to develop solutions customized to your specific needs without the one size fits all approach of large corporate providers.

CREDENTIALING EXPERTISE

Count on our proven and specialized team to recruit with the unique requirements of healthcare facilities in mind. Each individual we provide will be thoroughly vetted and credentialed by our experts.

Your Trusted Staffing Partner





Your Non-Clinical Healthcare Staffing Advocates

ALONG WITH OUR DEDICATED FOCUS ON NON-CLINICAL STAFFING, YOU CAN EXPECT:

Responsiveness and Collaboration

Tailored, Flexible Solutions

Honesty and Integrity

True Partnership

We fill jobs like these and more:

- » Administrative
- » AR/AP
- » Bookkeeper
- » Case Manager
- » CDI Specialist
- » Claims Manager
- » Credentialing Specialist
- » Dietitian
- » EMR Specialist
- » Environmental Services
- » HEDIS Coordinator
- » HR Specialist
- » Intake Coordinator
- » Medical Biller
- » Medical Coder
- » Medical Collector
- » Medical Data Entry
- » Medical Receptionist
- » Medical Scheduler
- » Medical Technologist
- » Patient Registration Clerk
- » Receptionist
- » Reimbursement Specialist
- » Temperature Checkers
- » Transportation Specialist

Our Mission is to match highly skilled providers to exceptional healthcare facility opportunities while providing rewarding supplemental staffing experiences, and supporting facilities to achieve unsurpassed patient care and outcomes.



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Company Profile

HAN is led by some of the most experienced and respected health care staffing executives in the industry, who are driven to propel the organization to becoming one of the most successful staffing companies. Guided by its core values of quality and career advocacy, HAN remains steadfast to its commitment to career growth and development for all team members so they may navigate their own future and grow within the company. HAN is well capitalized, having the trust of a very sophisticated investor group, most of whom were also investors with Medical Staffing Network and Accountable Healthcare Staffing, companies the executive team previously founded and managed. This financing allows for strategic growth organically and through acquisitions, giving HAN the flexibility to invest resources to meet facility-specific needs. HAN understands the importance of client-specific solutions for recruitment, account management, credentialing/compliance and skill matching. HAN values and continuously strives to be a trusted employer for individuals providing these and other critical functions within its clients' organizations. The demands within the healthcare staffing space requires a more sophisticated partner who knows, and can recruit and credential with solutions that are grounded in understanding the needs of healthcare facilities. After founding two nationally recognized healthcare staffing companies, HAN gained a reputation as a leader in providing high-quality services and setting the standard for qualifying candidates. We are entrepreneurial and are recognized for our ability to start and quickly scale a business based on quality and service excellence. HAN is also certified by the joint commission as a healthcare staffing firm and abides by the standards set.

Prior Experience Providing Similar Services

HAN 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. HAN's Staff Today Division's client base is 95% government institution including federal, state, and county, 5% is private institutions.

With the combination of an experienced management team, HAN 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 within the last five (5) years include the following: -

- MHMR of Tarrant County – Temporary Healthcare Staffing Services – (RN, LVN, PHLEB, CMA) – 6/21/16-6/20/19 and 05/21/21 – Present
- Federal Correctional Institution, Texarkana Provide medical assistant & phlebotomist services March 2015 – Present
- Texas Travis County - Disaster Health and Medical Staffing Services – 01/01/2021 - Present
- Mercer County Correction Center – Nursing Services - 7/24/21 – 7/23/2023
- Cape May County, NJ – Crest Haven Nursing & Rehabilitation Center – 3/11/2020 – 3/10/2021
- 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
- Tarrant County, Annual Contract for Temporary Healthcare Personnel (RN, LVN, CMA, Phlebotomist, Medical Coding) services- 3/30/15 – 3/31/19 and 07/2021 - Present
- County of Buncombe - Covid Community Site Testing Temp Staffing – 08/24/2020 – 06/30/2022
- Oklahoma State Department of Corrections - Temporary Medical Staffing Services (Nursing and Locums) – 07/01/2020 – 06/30/2023
- MDC Los Angeles – Pharmacist – 11/1/2020 - Present
- NY Monroe County - Temporary Respiratory Therapy Services – 12/15/2020 - Present
- SC School District of Greenville County - Temporary IT Professional Services – 12/2020 - Present
- IL Kane County - Temporary Employee Provider – 03/2021 - 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
- Grapevine Colleyville Independent School District. Provide clerical/office, receptionist, file clerk, accounting clerk, data entry clerks, RN, LPN, Pathologist, PT etc 3/1/2015-2/28/2020
- 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
- Virginia Department of Corrections – Medical Staffing Services – 2018 to Present
- West Virginia – Direct Care Staffing Services – 08/2020 – 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
- 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
- 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
- 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 Department of Corrections – Healthcare Staffing – 4/11/2018 – Present
- Colorado Mental Health Institute – Medical and Clinical Staffing – 2017 to 6/30/2019
- 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
- Douglas County – Nursing Agency Supplemental Staffing – 2018 to Present
- Atascadero State Hospital – CLS, Phlebotomist, RADT – 3/1/17-2/28/2020
- Wisconsin Department of Corrections - Temporary Nursing, & Other Healthcare Professionals 10/21/2015-Present
- South Carolina Department of Mental Health (Provide RN, LPN, CNA & BHA for inpatient & nursing home facilities)– August 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
- Wyoming State Hospital - Recruitment Services for Registered Nurses – 06/2021 - Present
- Utah Department of Corrections - Locum Tenens Staffing Services for a Pharmacist – 07/01/2021 - Present
- New York City Department of Health and Mental Hygiene - Temporary Medical Staff
- SC Department of Disabilities and Special Needs - Direct Support Professionals –
- State of Oregon – Temporary Staffing for Vaccination Sites – 04/06/ 2021 - Present
- Missouri The Metropolitan St. Louis Sewer District - Temporary Staffing Services – 04/09/2021 - Present
- Wisconsin Department of Veterans Affairs (WDVA) - Geriatric Nursing Services – 05/2021 - Present
- State of Missouri - Temporary Licensed Clinical Social Worker Services – 10/16/2021 – 10/15/2022
- WV Department of Health and Human Resources - Direct Care Staffing Services (MT and MLT)

- CA County of Orange - Surge Services – 07/1/2021 – 06/30/2024
- University of Missouri - Temporary Staffing Services – 06/2021 - Present
- Missouri Veterans Home – Mount Vernon - Staffing Services (RN and LPN) – 07/2021 - Present
- Los Angeles Department of Water and Power - Relief Nursing, X-Ray Technician, and COVID-19 Health Screening/Testing and Related Occupational Health Services - 08/2021 - Present
- Rowan University School of Osteopathic Medicine - Temporary Employment Agency Services – 08/2021 – Present
- NJ Atlantic County Meadowview Nursing and Rehab Center – Temporary Nursing Staffing – 2/1/22 – 1/31/23
- NJ University Hospital – Temporary Nursing Services – 2022- Present
- Fort Worth Independent School District - Academic/Education Consulting - 08/2021 - Present
- Arkansas Department of Human Services - Temporary Employment Services in the areas of Administrative Support, Healthcare Staffing Services and Professional Services – 11/01/2021 - 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 Lumpoc – 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
- Fort Worth Independent School District Temporary staffing services 9/1/2015-5/31/2021
- Kansas Department of Administration - Staff Augmentation – 09/01/2020 – 05/31/2025
- L.A. County Fire Dept. Temporary Staffing Services such as Administrative Assistant I-III, Staff Assistant I-III, Secretary, Senior Secretary I-III, Procurement Aide, Payroll Clerk, Information Technology Aide, 12/1/2015-12/1/2018
- North Carolina Clinical Health – Buncombe County Health and Human Services (BCHHS) - Temporary Support Staff for COVID-19 Testing – 11/01/2020 - Present
- Oklahoma State University and the A&M Systems – Temporary Staffing Services – October 2020 – Present
- Kansas Department of Administration – Temporary Staffing – 08/2020 – Present
- Cooperative Agreement -NASPO Value Point – Temporary Employment Services(Administrative Support-incl Office & clerical, Healthcare Staffing Services, Information Technology & Professional Services) for Various States 02/01/2017-02/02/2022
- Missouri City of Columbia - Temporary Employment Services – 08/2020 Present
- County of Orange, Superior Court of California Office Assistant, Office Specialist, Store clerk, Accountant, Accounting Assistant, Collection Specialist, Financial Services Manager, Procurement Specialist, Senior Accountant, Senior Accounting Assistant, Associate Human Resources Analyst, Human Resources Analyst, Senior Human Resources Analyst, Principal Human Resources Analyst, Associate Research Attorney, Research Attorney, Senior Research Attorney, Data Analyst, Java Developer, Database Administrator, Project Manager, Quality Assurance Analyst, Technical Writer, Network Administrator, Help Desk Technician, Telecom System Coordinator, Telecom System Specialist, Other Positions, 11/2/2015-10/31/2020
- Sacramento Municipal Utility Department (SMUD) - (Admin, legal, clerical, and accounting services) – 11/2/2015 – 10/31/2020
- City of Anaheim – Provide temporary staff such as Administrative Assistant, Building Permit Tech I & II, Clerk, Customer Service Specialist, Data Entry Operator, Executive Secretary, Office Specialist, Personnel

Specialist, Police Records Specialist, Public Utilities Customer Service Rep, Purchasing Assistant, Secretary, Accounting tech, Senior Accounting Specialist, Legal Clerk, Legal Secretary, Litigation Support Specialist, Library Clerk, Librarian, Staff Analyst, Accountant, Senior Accountant, Principal Accountant etc.. 01/2016-12/31/2019

- City of Irvine – Administrative/clerical services – 2/2018 – Present
- Los Angeles Department of Beaches and Harbors – Temporary Staffing Services - 2/2018 – Present
- Department of Corrections, Orange County, Florida – Staff Assistant, General Accounting Clerk, Data Entry Operator, Administrative Support Clerk, Administrative Assistant, Secretary 3/1/2015-2/28/2018
- Financial Information System for California (FisCAL) – Temporary Staff Services – 01/21/2015-10/23/2016 & 11/01/2015-05/01/2017
- County of San Mateo - Information Technology Staffing Services, 4/14/2015-4/13/2017
- L.A. County Child Support Services 1/29/2015-9/30/2016
- State of New York Office of General Services – Administrative Services Contract (Provide temporary Clerical, Financial, Dental, Allied health, Legal, Nursing & Medical Staffing Services to various New York State Entities)- 2012-Present
- Commonwealth of Pennsylvania - Temporary Clerical Staffing 8/1/2017-7/31/2020
- Wisconsin State; Non-IT Temporary Help Services 6/30/2017-6/30/2020
- Houston-Galveston Area Council (HGAC) – Temporary Services – 6/1/2017-5/31/2021
- University of Oregon – Administrative services – 2/2018 - Present
- Erie County Medical Center Corporation – Temporary Staffing – 12/8/18-12/9/2018
- City of Moreno Valley - Temporary Staffing Services 6/30/2012-6/30/2015
- Department of Navy, Human Resources Service Center – Temporary File Clerks and Administrative Assistant – 09/28/2011-09/12/2012
- Naval Facilities Expeditionary Logistic Center (NFELC) – Port Hueneme – Logistic Support Services (Administrative Support) – 09/27/2011-09/26/2012
- CareOregon - Temporary Staffing Services – 12/22/2022-12/21/2025

HAN 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, HAN has the experience, capabilities and resources at both the organizational and individual levels to provide temporary personnel services to programs comparable in size, scope of work, and urgency as found within State facilities. 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. HAN will be successful in filling the staffing orders for all the temporary personnel services proposed. This is because we already have qualified people in our database that can fulfill the requirements.

HAN 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.

HAN 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 the 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.

Aby has strong work ethic and can meet deadlines and put in the time necessary to get the job done. She has good attention to detail with the ability to recognize discrepancies and great time management skills. Aby is a self-starter, with the ability to work well under pressure, perform multiple duties, and meet deadlines. She has JD/MBA degree from University of La Verne and has over 10 years of experience working with various government agencies.

Responsibilities:

- ❖ Responsible for management of ongoing contract and supplier management
- ❖ Connect with business professionals to see how innovative acquisition and contract management processes can improve performance and enhance the bottom line for clients and associates.
- ❖ Ensure that the operational results of the project is strategically aligned with the requirements of the client and the overall organizational objectives.
- ❖ Negotiate and supervise contract
- ❖ Evaluate and interpret primary contracts, sub contracts, and supply conditions and obligations and advise project teams on liabilities and risks under the contractual arrangement.
- ❖ Develop and manage contractual issues related to time and cost implications for all contractual arrangements.
- ❖ Review all contractor bid packages and proposals to ensure that the client is obtaining the best value.
- ❖ Prepare and maintain all project records.
- ❖ Contract manager measures, monitors, and evaluates the performance of the project with respect to financial and commercial issues and facilitate any follow up.

Paul Mwangi is the accounting head and he has an educational and work experience background in accounting & business administration. Paul has experience in partnering with executive teams, and he has a high level of written and oral communication skills.

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 Region 8 ESC 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.

Responsibilities:

- ❖ Assist in formulating the company's future direction and supporting tactical initiatives
- ❖ Monitor and direct the implementation of strategic business plans and develop financial and tax strategies
- ❖ Participate in key decisions as a member of the executive management team
- ❖ Oversee employee benefit plans, with particular emphasis on maximizing a cost-effective benefits package
- ❖ Supervise acquisition due diligence and negotiate acquisitions
- ❖ Understand and mitigate key elements of the company's risk profile
- ❖ Ensure that record keeping meets the requirements of auditors and government agencies
- ❖ Maintain relations with external auditors and investigate their findings and recommendations

- ❖ Monitor cash balances and cash forecasts and arrange for debt and equity financing
- ❖ Maintain banking relationships

Theresa Hendricks is our accounting manager and under the supervision of Mr. Mwangi, she will be responsible for reports such as the utilization of small business reports, monthly sales reports & surcharge adjustment reports. Theresa 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, and Wisconsin Department of Corrections she provides utilization report, and for GSA she pays our IFF fee.

Responsibilities:

- ❖ Billing, Payroll processing and prepares payments by verifying documentation, and requesting disbursements.
- ❖ Documents financial transactions by entering account information and recommend financial actions by analyzing accounting options.
- ❖ Substantiates financial transactions by auditing documents.
- ❖ Performs Collections on Open Invoices
- ❖ Guides accounting clerical staff by coordinating activities and answering questions.
- ❖ Reconciles financial discrepancies by collecting and analyzing account information.
- ❖ Answers accounting procedure questions by researching and interpreting accounting policy and regulations.
- ❖ Maintains customer confidence and protects operations by keeping financial information confidential.
- ❖ Contributes to team effort by accomplishing related results as needed.

Andrea Goodwin is the Director of Sales and Operations at HAN. She has been in the HR industry for over 7 years, and 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.

Andrea has the ability to influence and persuade senior management on issues that affect recruitment. She has pragmatic problem-solving skills & an articulate communicator with the ability to interpret and explain written and statistical data to a wide range of audiences. She is detail oriented and has a solid commitment to customer & employee service.

Responsibilities:

- ❖ Confer with management to develop or implement personnel policies or procedures.
- ❖ Contact job applicants to inform them of the status of their applications.
- ❖ Develop or implement recruiting strategies to meet current or anticipated staffing needs.
- ❖ Hire employees and process hiring-related paperwork.
- ❖ Inform job applicants of details such as duties and responsibilities, compensation, benefits, schedules, working conditions, or promotion opportunities.
- ❖ Interpret and explain human resources policies, procedures, laws, standards, or regulations.
 - ❖ Manage and supervise administrative personnel and recruiters
- ❖ Identify and assess human relations or work performance problems within the company & client companies and provide advice or recommendation techniques including job skill training, personal intervention, and productivity seminars.
- ❖ Plan, organize & develop strategies for increasing work performance & improving human relations based on the needs of employees & budgetary constraints.
- ❖ Maintains and representing the firm to various institution including government agencies and private companies
- ❖ Speak with employees in order to evaluate the effectiveness of human resources programs.

Sarah Boulos is the Compliance Manager at HAN and she oversees and performs the monitoring functions. She schedules the skills and competency tests, reviews the results, and performs background checks, reference checks, evaluations, and all other compliance functions. Ms. Boulos has over 3 years of experience in the staffing industry in recruiting and compliance. HAN as mentioned earlier has contracts with various public-sector organizations providing similar services as requested in this contract.

The compliance department is designed for peace of mind to the client and HAN, knowing that all the contract and client requirements are met. This means collecting and storing applications, licensure, background checks, and any pertinent documents, and ensuring legality and authorization work in the US.

- ❖ Provide skills-based training and coaching for all leaders and managers in relationship-building and collaborative practice.
- ❖ Control risk in a cost-effective manner
- ❖ Establish and maintain client relationships for ongoing business by responding to any grievances and developing remedial procedures.
- ❖ Review and manage all incoming resumes, for both internal and external candidates.
- ❖ Responsible for managing and conducting employee file audits to maintain positive scores from Department of Health and Joint Commission on the Accreditation of Healthcare Organizations
- ❖ Address employee relations issues, such as harassment allegations, work complaints, or other employee concerns.
- ❖ Analyze employment-related data and prepare required reports.
- ❖ Conduct exit interviews and ensure that necessary employment termination paperwork is completed.

Proposed Scope of Services

Labor is one of the largest costs for most companies and utilizing HAN 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, HAN provides flexibility without them risking increased unemployment exposure.

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

HAN exist to take the details of hiring off your busy plate. HAN 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 HAN save time, money and receive quality employees for temporary and seasonal positions.

Whether the need is for short-term or long-term employees, HAN 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.

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 HAN to hire temporary workers you will want to keep around.

At HAN, 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 HAN include:

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

HAN is becoming one of the leading providers of personnel to 100's of sites in County, State & federal facilities in Delaware, California, Illinois, New York, Michigan, Delaware, New Hampshire, Colorado, Oklahoma, Texas, Nebraska, Pennsylvania, New Jersey, Florida etc. As such, HAN 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. HAN is more than willing and capable to handle these and any additional requirements of this contract. HAN 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.

Name of primary contact person who will handle personnel requests and answer questions about the company's role in the proposal is below.

Primary Contact: Andrea Goodwin
Title: Director of Sales and Operations
Telephone: 800-928-5561 x. 109
Emergency after hours: 626-626-1419
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Staffing Methodology and Approach

HAN 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, HAN 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.

HAN 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.

HAN 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

HAN is currently servicing contracts in various States. Our database is nationwide and thus, we can handle the needs that will arise as a result of this contract. HAN 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, HAN is able to attract the largest network administrative and clerical staff. This is done through regular attendance at nationwide and regional career fairs, ongoing and innovative direct mail, e-mail and advertising campaigns, technological marketing strategies such as video recruitment and webcasts and aggressive use of the Internet, HAN has established a leading presence in the marketplace, putting a prominent face forward to best serve even the most critical clerical staffing needs of our clients. Internet Recruiting Strategies: HAN 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 and around the world.

HAN is dedicated to continually working with its clients as a partner in providing quality and service meeting the standards of practice in which the client is held accountable to the public, community and accrediting bodies.

- ❖ Sourcing candidates Nationwide- Contacts with Residency & Fellowship programs, personal referrals, professional associations and Internet web-site activity.
- ❖ Marketing- ads in professional Journals & on Association web sites as well as on commercial internet web-site locations; and targeted direct mail.
- ❖ Initial Screenings- Conducting telephone interviews immediately upon receipt of inquiries relative to any posted opportunity to identify the potential candidates with the greatest probability of achieving a long-term relationship.
- ❖ Presentation- Providing an in-depth exchange of information about the available opportunity and the advantages of associating with HAN.

HAN 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.

Staffing Methodology

HAN has determined 9 steps 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

HAN has pioneered staffing methods and best practice strategies to meet the estimated project needs of Region 8 ESC as indicated in the RFP. 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, HAN 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 HAN 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. HAN'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 HAN, 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 HAN, 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 HAN candidates who are interviewed being offered the job. We guarantee you will only see the best of the best!

HAN 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.

HAN 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, HAN 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: HAN 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. HAN uses JobDiva 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. HAN 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 HAN 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 HAN, 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 HAN recruitment practices. HAN 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.

HAN 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

HAN 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. HAN 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. HAN 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

HAN 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 contribute a violation of HAN's Substance Abuse Policy and applicant will not be hired. HAN 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 HAN. 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.

HAN 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.

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 HAN.
- 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).

Clerical Assessments

HAN offers online competency and skills testing in relation to the job description/title. This information is usually included in the profile also. For example, administrative & clerical job testing will include typing, grammar, data entry, filing etc.

HAN 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.

The following is a summary of some of our employment tests:

- Accounting Titles - accounting terminology, accounts payable, accounts receivables, general accounting, general ledger knowledge etc.
- Call Center Titles – Call Center Listening Skills [audio], Call Center Outbound Sales Skills etc
- Financial Titles – Data entry 10key, Reconciliation, financial analysis etc
- TechTest Titles - .NET Framework, Access Basic 2.0, ACT! 2000 for Administrators
- Legal Titles – Paralegal skills, Legal filing skills, legal assistant etc
- Industrial Titles – AutoCAD, Micrometers and Calipers, OSHA etc
- Office/Professional Titles – numeric filing, alphabetical filing, typing, data entry, basic math etc
- Software Titles – Microsoft office(word, excel, access, PowerPoint, publisher), Adobe, filemaker pro, corel etc

Below is a detailed listing of our employment skills test:-

- Criteria Basic Skills Test (CBST) A test that measures the basic math and verbal skills that are required to succeed in a wide variety of entry-level jobs. Math and Verbal sub scores are listed separately.
- Typing Test A test that measures an individual's typing speed and accuracy. An adjusted words-per-minute (WPM) score is given, which reflects the total number of words typed correctly during the time allotted.
- Ten Key Test The Ten Key Test measures an individual's ability to perform numerical data entry. The test provides both a speed and an accuracy score.
- Microsoft Excel A test that measures an individual's proficiency with Microsoft Excel.
- Microsoft Word A test that measures an individual's proficiency with Microsoft Word.
- Computer Literacy and Internet Knowledge Test (CLIK) A test of basic computer literacy that measures an individual's proficiency with using Internet browsers and common desktop applications such as email and word processing programs. It is a test consisting of two task-oriented simulations followed by ten multiple choice questions

HAN also offers the following employment aptitude test:-

- Criteria Cognitive Aptitude Test (CCAT) A general aptitude test that measures a candidate's problem-solving ability, critical thinking, reasoning, and aptitude for learning and applying new information: 15 minutes.
- MiniCog Rapid Assessment Battery (MRAB) A nine-test aptitude battery created by Harvard University psychologists, the MRAB measures an individual's ability to process information, including specific cognitive functions such as attention, working memory, and reasoning ability.
- Criteria Attention Skills Test (CAST) A four-test subset of the MRAB Battery, the CAST measures a person's concentration and ability to sustain focus on one or more tasks while avoiding distractions.

- Wiesen Test of Mechanical Aptitude (WTMA) The WTMA measures an individual's mechanical aptitude, or ability to learn to operate, maintain, install and repair equipment and machinery. 30 minutes.

The following is a detailed listing of our employment personality test:-

- Criteria Personality Inventory (CPI) A general personality inventory based on the most widely accepted personality model — the "Big Five" — which describes an individual's personality in terms of five psychological traits: Agreeableness, Conscientiousness, Extroversion, Stability/Neuroticism, and Openness.
- Sales Achievement Predictor (SalesAP) A sales personality test that measures traits that have been shown to be critical to success in sales and sales-related jobs, including motivation, competitiveness, extroversion, goal orientation, and assertiveness. The Sales AP provides an overall recommendation on a candidate's suitability for sales positions.
- Customer Service Aptitude Profile (CSAP) The companion test to the SalesAP, the CSAP is a customer service test that measures personality traits that are important for customer service and related positions. The CSAP provides an overall recommendation on a candidate's suitability for customer service-related positions, based on traits such as cooperativeness, personal diplomacy, patience, and more.
- Employee Personality Profile (EPP) The Employee Personality Profile is a general personality profile derived from the Sales AP test. It measures ten personality traits that are relevant to a person's suitability for a wide variety of jobs. These traits are: Achievement, Motivation, Competitiveness, Managerial, Assertiveness, Extroversion, Cooperativeness, Patience, Self-Confidence, and Conscientiousness.

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. HAN requires a copy of the certification and depending on the certification, HAN 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: HAN 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 the time of renewal.

References upon hire: HAN 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: HAN 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: HAN complies with all provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and has in place operating policies that 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
- 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
- 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
- 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

- IV Therapy/Infusion
- Labor & Delivery

- 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
- Newborn Nursery
- NICU
- Nuclear Medicine Technologist
- Nurse Practitioner
- Occupational Health Nurse
- Occupational Therapist
- Oncology
- Operating Room – Circulating
- Operating Room- Scrub
- OR/Surgical Technologist
- Orthopedic

- 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
- 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); Executive Order 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.

HAN 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

HAN 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 HAN. 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 (HAN 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

HAN customers deserve the level of service that only an organization dedicated to the education and training of its people can offer. HAN 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.

HAN'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. HAN 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. HAN 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 HAN 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 HANII allowing the freedom to learn at one's own pace and at one's chosen schedule.

In-Service Training Results & Qualifications

HAN 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, HAN 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

HAN 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 HAN 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 HAN'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, HAN 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, HAN 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. HAN 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

HAN'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) HAN associate will call the supervisor or person who requested service to ensure the temporary worker is performing according to your expectation.
- 2) HAN 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, HAN 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. HAN only retains workers that meet or exceed our standards.

HAN'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. HAN 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 HAN 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

HAN 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.

HAN 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

HAN will ensure the prospective temporary employees meet the requirements, by utilizing online assessment test for the various skills. HAN 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 HAN’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% 10Net30
- 0.65% 15Net30

Payroll and Billing Method

HAN handles several clients, each with unique timekeeping and billing requirements. Typically, our standard process mandates that our employees submit approved timesheets weekly for entry into our online time management systems, to ensure accurate timekeeping. These systems are accessible to employees remotely to track, monitor, and approve time— all from a centralized location. Subsequent reports are then generated and processed for accuracy.

HAN's billing software is CTM. It allows for pay/bill parameters to be set up at the client level rather than making users spend much time at the end of the process when the invoices and paychecks are generated. With this approach, we can get the pay and bill right the first time, without relying on a list of manual fixes for every placement. HAN will configure each of its clients' agreements in the system before actually sending anyone to work. Rates, billing contact details, invoice templates, even tax rates and exemptions – these are all entered into the process upstream on the client record. When new job openings are created and candidates are placed in them, the correct pay and bill terms can flow down and be enforced each step of the way. This process ensures any rules of compliance are being followed, making sure the placement is correct when it's created rather than after it's been invoiced, reducing the likelihood of errors. After all details for the placement are approved, the information is immediately available in our time/expense system for the employee to begin using.

The software also allows us to attach signed timesheets to invoices and email them to our Clients, helping us to avoid billing errors. It is highly configurable thus we can customize the invoicing process and frequency to support the varying demands of our clients.

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, HAN 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) HAN 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, HAN 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 HAN, 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 HAN, 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.

Back-up plan

HAN 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.

HAN 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.

HAN 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?

HAN 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



FLEXIBLE STAFFING SOLUTIONS FOR Non-Clinical Healthcare

Health Advocates Network serves as a dedicated partner and advocate for healthcare providers, staff and patients.

Because of the extensive experience we have gained from our years in the healthcare staffing industry, we understand the importance of matching the right candidates with the unique needs of healthcare facilities of all sizes.

TEMPORARY. TEMPORARY-TO-PERM.

INDUSTRY EXPERIENCE

Health Advocates Network brings more than 25 years of experience and comprehensive healthcare knowledge to every position – from front desk to facilities to accounting and more.

CREATIVE SOLUTIONS

Our entrepreneurial approach enables us to develop solutions customized to your specific needs without the one size fits all approach of large corporate providers.

CREDENTIALING EXPERTISE

Count on our proven and specialized team to recruit with the unique requirements of healthcare facilities in mind. Each individual we provide will be thoroughly vetted and credentialed by our experts.

Your Trusted Staffing Partner





Your Non-Clinical Healthcare Staffing Advocates

ALONG WITH OUR DEDICATED FOCUS ON NON-CLINICAL STAFFING, YOU CAN EXPECT:

Responsiveness and Collaboration

Tailored, Flexible Solutions

Honesty and Integrity

True Partnership

We fill jobs like these and more:

- » Administrative
- » AR/AP
- » Bookkeeper
- » Case Manager
- » CDI Specialist
- » Claims Manager
- » Credentialing Specialist
- » Dietitian
- » EMR Specialist
- » Environmental Services
- » HEDIS Coordinator
- » HR Specialist
- » Intake Coordinator
- » Medical Biller
- » Medical Coder
- » Medical Collector
- » Medical Data Entry
- » Medical Receptionist
- » Medical Scheduler
- » Medical Technologist
- » Patient Registration Clerk
- » Receptionist
- » Reimbursement Specialist
- » Temperature Checkers
- » Transportation Specialist

Our Mission is to match highly skilled providers to exceptional healthcare facility opportunities while providing rewarding supplemental staffing experiences, and supporting facilities to achieve unsurpassed patient care and outcomes.



“

Health Advocates Network did an excellent job screening and matching candidates to meet our needs. The onboarding process was smooth and professional. They are a valued partner for my growing business.

”

— Adam N., Healthcare Company Owner



We bring experience and passion to everything we do.
Let Health Advocates Network advocate for you!

www.hanstaff.com

Northeast
(518) 278-4310

Southeast
(321) 265-6615

Midwest
(314) 312-3753

Southwest
(877) 325-6911

West Coast
(866) 500-1424



THE TRUSTED EXPERTS IN CLINICAL STAFFING SOLUTIONS FOR

Nursing, Allied Health, Advanced Practice

Health Advocates Network serves as a dedicated partner and advocate for healthcare providers, staff and patients coast to coast.

Because of the extensive experience we have gained from our years in the healthcare staffing industry, we understand the importance of matching the right clinicians with the unique needs of healthcare facilities of all sizes.

INDUSTRY EXPERIENCE

Health Advocates Network brings more than 100 years of registered nursing experience and clinical leadership, along with comprehensive healthcare knowledge to every clinical discipline we staff.

CREATIVE SOLUTIONS

Our flexible approach enables us to develop solutions customized to your specific needs - from short- and long-term travel contracts to local and per diem assignments and more.

CREDENTIALING EXPERTISE

Count on our proven and specialized team of Career Advocates and Credentialing Specialists to recruit and credential to the unique requirements of every healthcare facility we serve. Each clinician we provide will be thoroughly vetted and credentialed by our experts to ensure the highest standards of clinical competency.

Your Trusted Staffing Partner





Your Clinical Healthcare Staffing Advocates

ALONG WITH OUR KNOWLEDGE AND EXPERIENCE IN CLINICAL STAFFING, YOU CAN EXPECT:

We provide staffing services to a broad spectrum of healthcare facilities such as:

- » Acute Care
- » Long-term Care
- » Rehabilitation
- » Clinics
- » Home Care
- » Corrections

We fill jobs like these and more:

- » Registered Nurse
- » Licensed Practical Nurse
- » Certified Nurse Assistant
- » Diagnostic Imaging
- » Pharmacy
- » Laboratory Tech
- » Medical Tech
- » Case Manager
- » Social Worker
- » Registered Dietitian
- » Nutritionist
- » Nurse Practitioner
- » Physician Assistant
- » CRNA
- » Dental
- » Therapist - PT, OT, ST
- » Respiratory Therapist

Responsiveness and Collaboration

Tailored, Flexible Solutions

Honesty and Integrity

True Partnership

Our Mission is to match highly skilled providers to exceptional healthcare facility opportunities while providing rewarding supplemental staffing experiences, and supporting facilities to achieve unsurpassed patient care and outcomes.



“

Health Advocates Network did an excellent job screening and matching candidates to meet our needs. The onboarding process was smooth and professional. They are a valued partner for my growing business.

”

— Adam N., Healthcare Company Owner



We bring experience and passion to everything we do.
Let Health Advocates Network advocate for you!

www.hanstaff.com

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