

SOLICITATION NO: RFB 7637	OPENING DATE: 11/30/2016
SUPPLIES OR SERVICES: Temporary Staffing Services for HHS Pharmacy Locations	

OFFEROR / BIDDER	
Rx Relief	\$4,183,826.80
Soliant Health	\$297,456.26 (CORRECTED: \$3,569,475.00)
Global Empire	\$4,015,050.00 (CORRECTED: Non Responsive)
AB Staffing Solutions	\$300,220.75 (CORRECTED: \$3,602,649.00)
YL Enterprise Services	\$3,115,257.00
CHCS	\$3,159,000.00
Healthcare Staffing Professionals	\$3,917,161.80
Avid Healthcare	\$4,733,820.00
Assignment America	\$3,796,390.80
Staff Today	\$3,846,481.00
InSync Consulting Services	\$453,740.00 (CORRECTED: \$5,444,880.00)
Maxim Healthcare	\$3,667,470.00

Date: _____

Bid Officer: _____

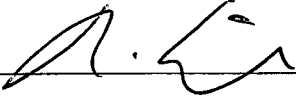
Bid Clerk: _____

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, however, are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

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Bids
Received

remely Urgent

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TOM MAEZ
(800) 797-3543
RX RELIEF
740 W. ALLUVIAL AVE. #101
FRESNO CA 93711-5504

LTR 1 OF 1

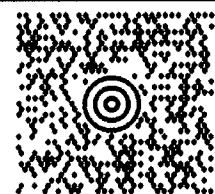
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SHIP TO:

DEPT. OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO
PRIDESTAFF INC DBA RX RELIEF
RFB 7637
5560 OVERLAND AVE. SUITE 270
SAN DIEGO CA 92123-1204



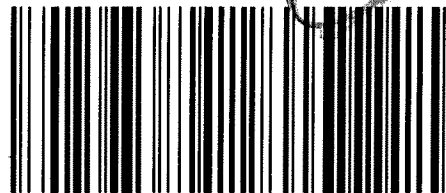
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Invoice No.: 101

WS 18.0.34 Zebra ZP 460 81.0A 10/2016

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**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

UNSPSC commodity code: 80111606/85121900

DESCRIPTION

The County of San Diego, Health and Human Services Agency (HHS) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND ADDRESS OF BIDDER

NAME AND TITLE OF PERSON AUTHORIZED

Pride Staff Inc., dba Rx relief
 STREET, CITY, STATE, ZIP
7535 W. PALM AVE Suite 101
Fresno CA 93711
 TELEPHONE: NUMBER (800) *797-3543*
 FAX TELEPHONE: () *(877) 222-7764*

TO SIGN OFFER: *Tom Maez Divisional VP*

[Signature] 10/18/16
 SIGNATURE OFFEROR DATE

PRINTED NAME: *Tom Maez*

E-MAIL: *tmaez@rxrelief.com*

PRINTED TITLE: *Divisional Vice President*

NOTIFICATION OF AWARD -
 ACCEPTANCE AS TO ITEM(S) NUMBERED:

(THIS SECTION FOR COUNTY USE ONLY)

COUNTY OF SAN DIEGO

(VC No.)

BY: _____ DATE: _____

JOHN M. PELLEGRINO, DIRECTOR
 DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT
 P&C 600 Form

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Tom Maerz Signature: [Signature]
 Title: Divisional Vice President Date: 11/8/16
 Company/Organization: Pride Staff Inc, dba Rxrelief

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-16

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

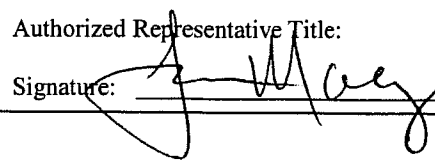
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT - CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>PrideStaff Inc, dba Relief</u>
Authorized Representative Name:	<u>Tom Maez</u>
Authorized Representative Title:	<u>Divisional Vice President</u>
Signature: 	Date: <u>11/8/16</u>

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOND HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>100.50</u> / Hourly	160	160	\$ <u>385,920.00</u>
Pharmacist	\$ <u>90.00</u> / Hourly	195	85	\$ <u>302,400.00</u>
Pharmacy Technician	\$ <u>25.00</u> / Hourly	100	275	\$ <u>112,500.00</u>
TOTAL				\$ <u>800,820.00</u>

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOND HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>103.50</u> / Hourly	160	160	\$ <u>397,440.00</u>
Pharmacist	\$ <u>92.70</u> / Hourly	195	85	\$ <u>311,472.00</u>
Pharmacy Technician	\$ <u>25.69</u> / Hourly	100	275	\$ <u>115,605.00</u>
TOTAL				\$ <u>824,517.00</u>

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>103.50</u> / Hourly	160	160	\$ <u>397440.00</u>
Pharmacist	\$ <u>92.70</u> / Hourly	195	85	\$ <u>311472.00</u>
Pharmacy Technician	\$ <u>26.46</u> / Hourly	100	275	\$ <u>119070.00</u>
TOTAL				\$ <u>827982.00</u>

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>105.92</u> / Hourly	160	160	\$ <u>406732.80</u>
Pharmacist	\$ <u>95.59</u> / Hourly	195	85	\$ <u>321182.40</u>
Pharmacy Technician	\$ <u>21.25</u> / Hourly	100	275	\$ <u>122625.00</u>
TOTAL				\$ <u>850540.20</u>

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HNSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>109.09</u> / Hourly	160	160	\$ 418905.60
Pharmacist	\$ <u>98.45</u> / Hourly	195	85	\$ 330792.00
Pharmacy Technician	\$ <u>28.06</u> / Hourly	100	275	\$ 126270.00
TOTAL				\$ 875967.60

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 800,820.00
2018	824,517.00
2019	\$ 827,982.00
2020	\$ 854,540.20
2021	\$ 875,967.60
	\$
	\$
Total Price (and basis for award)	\$ 4,183,826.80

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHSA PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

Next

Bid

Soliant Health, Inc.
1979 Lakeside Parkway, Suite 800
Tucker, GA 30084

**County of San Diego
Request For Bid 7637**

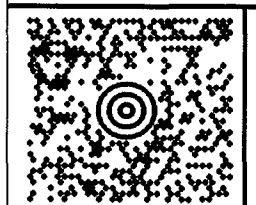
November 15, 2016 at 2:00 p.m.

This Express Pak is

THOMAS MOORE
9043602188
SOLIANT HEALTH, INC
1979 LAKESIDE PKWY
TUCKER GA 30084

1.0 LBS LTR 1 OF 1

SHIP TO:
DEPT. OF PURCHASING AND CONTRACTING
COUNTY OF SAN DIEGO
SUITE 270
5560 OVERLAND AVE.
SAN DIEGO CA 92126



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BILLING: P/P

Reference No.1: 954978-00
Reference No.2: Proposal

XDL 16.09.06

NV45 81.0A 10/2016





INVITATION FOR BID

Response to:

County of San Diego Health and Human Services Agency

*Temporary Staffing Services for Health and Human Services Agency
Edgemoor and HHSA Pharmacies*

November 15, 2016

Some text in this document may have been extracted directly from the client's request. This has been done for clarification purposes and is not meant to represent original Soliant Health, Inc. Staffing work.



November 15, 2016

County of San Diego
Department of Purchasing and Contracting
5560 Overland Avenue, Suite 270
San Diego, CA 92123-1204

On behalf of the staffing professionals at the pharmacy division of Soliant Health, we are pleased to present the following response to the County of San Diego's Request for Bid for Temporary Pharmacy staffing services.

Here at Soliant, we are dedicated to locating, qualifying, screening and placing the best pharmacists while meeting client requirements, however stringent, anywhere in the country. We employ pharmacy staff nationwide every year and have provided pharmacy staffing services to private and public sector pharmacies.

In this response, we have provided the required forms and shared details of our services that demonstrate Soliant's ability to deliver qualified pharmacist services to The County as needed. Soliant isn't a generic staffing solution. We're a name-brand partner who understands that pharmacist work 24-7, and so do we.

Thank you for the opportunity to provide quality professionals and service to The County. Should you have any questions or need additional clarification, please contact Thomas Moore directly at 281.668.0657.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Moore".

Thomas Moore
Account Executive
(281) 688-0657
Thomas.Moore@soliant.com

A handwritten signature in black ink, appearing to read "Kimberly Anders".

Kimberly Anders
Division Director
(281) 668-0644
Kimberly.Anders@soliant.com

Headquarters
10151 Deerwood Park Blvd.
Jacksonville, Florida 32256
904.360.2000 office
904.360.2814 fax

Local Office
1979 Lakeside Parkway, Suite 800
Tucker, GA 30084
770.908.2113
770.908.2203 fax

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Bid Response Documents

Please see the following pages for the required forms fully executed.

- PC 600
- Representations and Certifications
- Indemnification Agreement
- Pricing Schedule
- Minimum Requirement Questionnaire

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HNSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
 YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

UNSPSC commodity code: 80111606/85121900

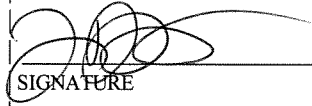
DESCRIPTION

The County of San Diego, Health and Human Services Agency (HNSA) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS	PAYMENT TERMS NET 30 DAYS OR % DAY
NAME AND ADDRESS OF BIDDER Soliant Health, Inc. STREET, CITY, STATE, ZIP 1979 Lakeside Parkway, Suite 800 Tucker, GA 30084 TELEPHONE: NUMBER (281) 688-0657 FAX TELEPHONE: (770) 908-2203	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:  SIGNATURE 11/11/2016 OFFEROR DATE
E-MAIL: Thomas.Moore@soliant.com	PRINTED NAME: <u>Thomas Moore</u> PRINTED TITLE: <u>Account Executive</u>

NOTIFICATION OF AWARD - ACCEPTANCE AS TO ITEM(S) NUMBERED: (VC No.)	(THIS SECTION FOR COUNTY USE ONLY) COUNTY OF SAN DIEGO By: _____ DATE: _____ JOHN M. PELLEGRINO, DIRECTOR DEPT OF PURCHASING & CONTRACTING
---	--

TOTAL AMOUNT P&C 600 Form	AWARD No.	NAME AND TITLE OF CONTRACTING OFFICER
------------------------------	-----------	---------------------------------------

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HHS PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government
 Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

- 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
- 3.2. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 Small Business Enterprise (SBE)
 Certification #: _____
- 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 Veteran Owned Small Business (VOSB)
 Certification # _____
 Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
- 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION AND RELATED MATTERS

- 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
- 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
- 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

- 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
- 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

5. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

6. INDEPENDENT PRICING

- Offeror certifies that in relation to this procurement:
- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
- 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. TAX INFORMATION

The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Thomas Moore
 Title: Account Executive
 Company/Organization: Soliant Health, Inc.

Signature: 
 Date: 11/11/2016

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-16

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT - CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

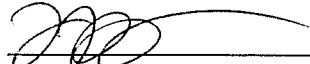
1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: Soliant Health, Inc.

Authorized Representative Name: Thomas Moore

Authorized Representative Title: Account Executive

Signature: 

Date: 11/11/2016

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>82.25</u> / Hourly	160	160	\$ 26,320.00
Pharmacist	\$ <u>81.25</u> / Hourly	195	85	\$ 22,750.00
Pharmacy Technician	\$ <u>25.75</u> / Hourly	100	275	\$ 9,656.25
TOTAL				\$ 58,726.25

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>82.25</u> / Hourly	160	160	\$ 26,320.00
Pharmacist	\$ <u>81.25</u> / Hourly	195	85	\$ 22,750.00
Pharmacy Technician	\$ <u>25.75</u> / Hourly	100	275	\$ 9,656.25
TOTAL				\$ 58,726.25

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>83.75</u> / Hourly	160	160	\$26,800.00
Pharmacist	\$ <u>82.75</u> / Hourly	195	85	\$ 23,170.00
Pharmacy Technician	\$ <u>26.75</u> / Hourly	100	275	\$ 10,031.25
			TOTAL	\$60,001.25

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>83.75</u> / Hourly	160	160	\$ 26,800.00
Pharmacist	\$ <u>82.75</u> / Hourly	195	85	\$ 23,170.00
Pharmacy Technician	\$ <u>26.75</u> / Hourly	100	275	\$10,031.25
			TOTAL	\$60,001.25

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>83.75</u> / Hourly	160	160	\$26,800.00
Pharmacist	\$ <u>82.75</u> / Hourly	195	85	\$ 23,170.00
Pharmacy Technician	\$ <u>26.75</u> / Hourly	100	275	\$10,031.25
			TOTAL	\$60,001.25

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 58,726.25
2018	\$58,726.25
2019	\$ 60,001.25
2020	\$60,001.25
2021	\$ 60,001.25
	\$
	\$
Total Price (and basis for award)	\$ 297,456.26

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.



QUESTION 1

Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES: Soliant Health is a respected provider of healthcare staffing services for healthcare facilities across the country and has been named one of the largest U.S. healthcare staffing firms in Staffing Industry Analysts' (SIA) 2013 report. Focusing on both contract and direct hire placements, Soliant Health delivers comprehensive healthcare staffing services to some of the largest hospitals across the nation. Our pharmacy division of Soliant has built an extensive network of pharmacy professionals spanning over fifteen years. Building on the relationships Soliant created in the market, our pharmacy practice is able to locate the industry's top talent.

Since its inception in 1991, Soliant has interviewed tens of thousands of candidates, filling thousands of positions throughout the United States. We work with clients on a close, one-to-one basis to provide ideal situations for your patients, customers and facilities.

Through advanced healthcare recruitment efforts and detailed screening procedures, we identify the finest candidates in the industry. We listen to referrals from candidates' subordinates, peers and managers, going the extra mile to find the best candidates available. We reward them with outstanding benefits and the highest level of personalized service in the industry. Because our service to Soliant healthcare professionals is so comprehensive, our people are free to focus completely on their assignments without worrying about travel plans, housing, or scheduling.

QUESTION 2

Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES: Please see the following charts for Soliant Health's references.

Client	Tri-City Medical Center (Oceanside, CA)
Contact	Tori Hong, Director of Pharmacy
Phone	760-940-3018
Email	HongT@TCMC.com
Services	We have been providing staffing services to Tri-City for several years and have had several temp-to-hire situations with them. We have placed both technicians and pharmacists at Tri-City

Client	St. Mary Medical Center (Apple Valley, CA)
--------	--



Contact	Winna Asuming, Pharmacy Operations Manager
Phone	(760) 946-4238
Email	Winna.Asuming@stjoe.org
Services	We have been providing staffing services to St Mary's for many years. We have placed both technicians and pharmacists there.

Client	St. Bernardine Medical Center (San Bernardino, CA)
Contact	Ken Le, Director of Pharmacy
Phone	(760) 574-1630
Services	We have worked with Ken for many years and he has brought us to new sites as he has progressed in his career. We are currently providing technicians at St. Bernardine Med Center, and prior to that, provided both pharmacists and technicians to Ken while he was DOP at JFK Memorial in Indio.

QUESTION 3

Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES: Because Soliant Health is a wholly owned subsidiary of Adecco Group, we are able to make a commitment to our clients and candidates to be here today and for many years to come. Adecco Group is a Fortune Global 500 company and the global leader in staffing services with around 5,100 offices around the world. Services provided by Adecco Group include consulting and staffing in the disciplines of healthcare, information technology, finance and accounting, law, marketing, engineering, office, industrial and human capital solutions.

Adecco Group is a publicly traded corporation with revenues of \$24.5 billion (USD) in 2015. Adecco Group is registered in Switzerland (ISN: CH0012138605) and listed on the SIX Swiss Exchange (ADEN). For more information on Adecco Group, please refer to <http://adecco.com>.

QUESTION 4

Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES: Soliant will provide temporary pharmacy staffing for Chief Pharmacist/ Pharmacist/ Pharmacy Technician Positions for the Health and Human Services Agency (HHSA) and Edgemoor Hospital Pharmacies. This will include services to assist with clinical consultation, planning of operations and development of policies and procedures.

Soliant agrees that:

- Temporary agency employees may be utilized for a period not to exceed 90 workdays for any single peak load.



- Temporary agency employees are not allowed to drive county vehicles or their own private vehicles on county business.
- Temporary employees assigned to various County sites are required to go through a background check based on the requirements of the hiring organization. The cost of such background checks shall be borne by the Contractor.
- Background checks will be Livescan or equivalent. Contractor shall ensure that any temporary employee supplied by the Contractor has the required background check completed prior to assignment to the County.
- Evidence of the Background Check shall be accessible to the contractor and shall be viewable by the County.

All of Soliant's pharmacy professionals will provide services as requested and hold the proper licensure and credentials.

QUESTION 5

Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, i.e. TB testing, State Board of Pharmacy licensing, and background checks.

YES: Soliant Health guarantees that all consultants provided to the County of San Diego hold a current professional license in accordance with California law. Prior to the consultant's start at the County of San Diego, you will receive a full credentialing file that will contain a copy of the pharmacists' active state license. If the licensure renewal period occurs during period of the assignment, Soliant's credentialing division will assist the consultant with the renewal process. Once the license is renewed, the County of San Diego will receive a copy of the renewed state license. Our proactive approach in our credentialing processes eliminates any potential lapse in services.

In addition, we ensure that all consultants assigned to the County of San Diego provide a professional standard of care and are compliant with all professional and ethical requirements imposed by the state, Board of Medicine, the Department of Professional Regulations, the State Department of Education and any other applicable regulatory agencies.

Furthermore, we assure the consultants contracted to the County of San Diego hold the necessary educational requirements and professional certifications. Soliant's credentialing division conducts educational background verifications that can include obtaining school transcripts.



Soliant Pharmacy Overview

Soliant is one of the largest pharmacy staffing companies in the county. As part of Adecco Group, the world's leading provider of workforce solutions, we connect pharmacies and pharmacists with over 5,700 offices in more than 60 countries and territories around the world.

Equally focused on travel, per diem and permanent placement, Soliant offers a complete pharmacy staffing solution. We provide pharmacy staffing across unparalleled spectrum of specialties and assignment lengths. Whether you're looking for temporary or permanent staffing and everything in between, only Soliant has the largest most diverse pharmacy network available to you.

COMPANY HISTORY

Incorporated in Atlanta, Georgia in 1991, Soliant Health was first established as Medical Search, Inc. Medical Search amended its name to Elite Medical, Inc. in 2001. Elite developed an extensive client list by establishing a reputation for impeccable customer service and a close attention to detail. In 1998, Elite was named to the Atlanta Business Chronicle's Top 10 contingency staffing firms listing. Since then, Elite has been named 218th on the Inc. 500 list of fastest growing companies in the United States, and has been recognized as a Pacesetter company by the Atlanta Business Chronicle.

In 2002, MPS Group (now Adecco Group) established its healthcare staffing business unit, Soliant Health, by purchasing Elite. It was chosen as the flagship of out healthcare practice because of its impressive client list, outstanding service record, and proprietary recruiting methods. Soliant Health's former parent company, MPS Group was acquired in January 2010 by Adecco Group, a leading staffing and HR solutions company. Adecco is the world's largest provider of such services, and is a Fortune Global 500 company with operations in over 60 countries.

THE LEADER IN PHARMACY STAFFING

Whether it's one of the country's largest pharmacies in a metropolitan city or a rural hospital off the beaten path, Soliant Health takes the time and energy to provide staffing excellence in pharmacy. Soliant Health offers a wide range of pharmacy staffing services nationwide in a variety of positions, including:

- Staff Pharmacists
- Clinical Pharmacists
- Pharmacy Technicians
- Directors of Pharmacy
- Pharmacy Managers
- Pharmacists in Charge

A RELATIONSHIP FOUNDED ON RESPECT

Respect for your talent. Respect for your time. Respect for your needs. Couple this with an unparalleled respect for the communities in which we work and you'll see



why we've grown to be one of the country's most successful pharmacy staffing companies.

At Soliant, we don't just fill positions, we fulfill dreams. No other staffing company offers the broad range of solutions you'll find here. Unsurpassed experience, exceptional service, and nationwide scope combine to make us an invaluable partner in pharmacy staffing.

PER DIEM	TRAVEL	PERMANENT
<i>Per diem pharmacy: the ultimate in scheduling flexibility.</i>	<i>Travel pharmacy: the best kept secret in the pharmacy industry.</i>	<i>Permanent pharmacy placement: our job is to make your job easier.</i>
<ul style="list-style-type: none"> • Per diem services that match the right candidate to the right assignment to ensure consistency and stability of the pharmacy practice. • Assignments last one shift, one day, one week, weekends, evenings or more. • Opportunity for longer term placement and/or access to our temp-to-hire program. 	<ul style="list-style-type: none"> • Travel pharmacists fill in short or long term gaps created by maternity, disability or prolonged absences. • Assignments last 13-26 weeks to provide consistency and experience. • Customized assignments including housing, travel, and more, all managed by our experienced staff. 	<ul style="list-style-type: none"> • Permanent pharmacists remain at one location and work a set shift. • Locations range from local placement to relocation. • You're a busy healthcare professional, and you don't have time to do negotiations. That's why we handle all the details for you.

ACCOUNT MANAGEMENT

The world of professional staffing is often plagued by one common variable – recruiter turnover. Most staffing firms follow the 'sell and pass' rule. Accounts are sold by one individual or team and passed to a recruiter to source and place consultants. Unfortunately, when the recruiters leave, the knowledge of the client's environment, culture, needs and thus, the quality of service, tends to leave with them.

Since Soliant is a unique staffing firm, we operate by a different set of rules. Our Account Managers are also our recruiters. We've chosen to assign fewer clients to each Account Manager, allowing them to provide a level of service that lasts throughout the relationship with their client. Our team of Account Managers has an average tenure of eight years: a fact that we, as a company, are very proud of. We offer our Account Managers a comprehensive benefits package, ample time off and quality training opportunities because when we take care of them, they take care of you.

Thomas Moore

Account Executive

Phone: 281.668.0657

thomas.moore@soliant.com

Kimberly Anders





Division Director
Phone: 281.668.0646
kimberly.anders@soliant.com

DISTINGUISHING FACTORS FROM COMPETITORS

Soliant Health differentiates itself from the competition in the areas of talent, experience, a targeted approach, and our national scope.

TALENT

The factors that separate the top firms from the average boil down to one major point – the ability to attract and retain the highest quality talent in the industry. Soliant Health utilizes internal and external research specialists, a state-of-the-art database, and an in-house direct mail/marketing system to recruit top talent. We offer a variety of assignments at top tier facilities with competitive compensation to retain the best field staff. This multi-pronged approach ensures that every possible avenue is explored when conducting a search.

EXPERIENCE

Our staff is comprised of industry professionals who provide support and act as the point of contact for our clients and candidates. Soliant retains experienced recruiters who have been through specific recruiting and employment law training. They are community leaders and proven achievers whose integrity and experience set them apart. Since our inception, Soliant Health has interviewed hundreds of thousands of candidates and conducted thousands of healthcare searches. Our consultants are cross-trained by specialty to better understand the nuances of each department. This expertise contributes directly to the quality and speed of each search.

TARGETED APPROACH

In-depth understanding of the trends and trendsetters in the medical arena is the primary reason thousands of candidates and clients rely on us as an extension of their own efforts. Our targeted approach gives us the knowledge to conduct a comprehensive search, while giving us the resources to expedite the process.

SCOPE

From our headquarters in Atlanta, Soliant Health works with the country's largest healthcare providers as well as small, rural communities and hospitals. Our national scope gives us access to the best people and the strongest opportunities and gives each client and candidate maximum exposure.

QUALITY PROGRAM

Soliant Health is committed to dramatic improvement in performance and customer satisfaction. Our quality program refines company systems and procedures by developing innovative programs and constantly upgrading and improving current processes.

UNDERSTANDING YOUR NEEDS

Our Quality Program begins with understanding your specific needs and requirements. From mandatory drug testing to billing details to the on boarding



process, once we understand your unique needs, we document them so that regardless of who services your account, we will always provide you with exactly what you need.

SCREENING

The second aspect of our quality program is superior screening methods. Unlike the competition's recruiters who often recruit all types of contingent labor, our recruiters focus solely on the acquisition of top quality pharmacists. Our recruiters look far beyond certifications and years of experience to other factors that point toward whether or not a candidate will be a good match. Using a proprietary methodology developed from years of experience and best practices, Soliant takes into account a number of variables which will reflect, with a high level of accuracy, whether or not a candidate will succeed. These methods have helped Soliant achieve an unmatched level of client satisfaction.

RETENTION

In an industry where the supply of qualified pharmacists continues to dwindle, one of the best methods to keeping a pool of qualified candidates is through innovative retention methods. Soliant uses a combination of benefits, bonuses, employee recognition programs, and various prizes to keep our consultants from bouncing between staffing agencies. We also use what we call our 'pipeline' method, where we are constantly aware when consultants will roll off one assignment, and work to ensure that their next assignment is lined up prior to the end of their current one.

SUMMARY OF SERVICES

As the demand for pharmacy services has grown, so has our commitment to excellence. Over the years, we have built innovative systems to manage staffing, developed relationships with clients across the nation and answered demands for better patient care by developing in-house quality assurance procedures that have resulted in better trained pharmacists and better pharmacy practices. Our staff is capable to meet the service requirements of County of San Diego HHSA with a comprehensive five-step process.

RECRUITING

- Team of 40 dedicated staffing professionals, making hundreds of calls daily
- Web robust multi-level recruiting strategy
- Referrals and word of mouth
- E-mail recruiting campaigns
- Social media
- Auto-dialing services for fast response
- Access to prospect lists

CANDIDATE QUALIFICATIONS

- License and background checks
- Multiple reference checks
- Quality screening conducted by a registered pharmacist



MATCH

- Proprietary database
- Hands on gathering of client requirements
- One-stop scheduling

PERFORMANCE EVALUATIONS

- Electronic surveys
- Live performance evaluations
- Client service reviews

ACCOUNT MANAGEMENT

- Dedicated account manager
- 24 hour communication plan

VALUE ADDS

At Soliant we offer a customizable solution meant to provide value and streamline the client/vendor relationship. While our programs adjust to meet your needs, the quality and precision our clients have come to expect remains consistent across our organization. Please see below for the added value Soliant will provide County of San Diego HHSA to help meet your needs.

PERFORMANCE MONITORING

Our Employee Performance Evaluation form lists key areas of work performance that are reviewed periodically throughout the pharmacist's assignment. We also measure additional performance criteria based on our client's requirements and document areas of strength and improvement. Soliant is committed to quality in every engagement and in every candidate. By monitoring our consultant's performance, we provide an extra layer of quality control.

All of our evaluation tools can be offered at any frequency and format based on County of San Diego HHSA's request.

The Performance Evaluation is maintained electronically in our database and accessible by our recruiters and account managers. The criteria listed below are ranked on a scale of one to five. Please note that not all of the following criteria are applicable for every client, and we are able to customize as needed.

- Accuracy
- Cooperation with co-workers/team work
- Customer Service
- Initiative
- Patient counseling skills
- Pharmacy computer software skills
- Professionalism – demeanor, dress, language
- Punctuality

Although the Performance Evaluation is maintained electronically, we request feedback by calling our clients directly. Not only are clients able to assess our



pharmacists in this way, but they are also able to discuss any concerns or issues related to performance for immediate resolution.

ESTABLISHING CLIENT SERVICE GOALS

Where not defined, Soliant will work with the County of San Diego HHSA to establish specific clinical and administrative outcome measures that address the quality and effectiveness of our provided services. If the County of San Diego HHSA raises any concerns with our service, our account service team will work swiftly to assess and correct the problem. In similar environments, we have found accuracy to be the most crucial objective in any pharmacy operation. Medication errors can be serious and must be prevented through process and employee diligence. Specific to the County of San Diego HHSA, the following metrics will be reviewed:

- Accuracy
- Customer Service
- Employee Communication
- Speed (response time)



INSURANCE REQUIREMENTS

Please see the following pages for Soliant's Certificate of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2015

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: Adecco.certs@Marsh.com Fax: 212-948-0018 370044-ALL-ALL-16-17	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Soliant Health, Inc. 10151 Deerwood Park Boulevard Building 200, Suite 400 Jacksonville, FL 32256	INSURER A: AXA Insurance Company NAIC # 33022	
	INSURER B: National Union Fire Insurance Co Of Pittsburgh 19445	
	INSURER C: Insurance Company of the State of Pennsylvania 19429	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: NYC-007296344-20	REVISION NUMBER: 5
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PCS002071(16)	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY		9734263 (MA)	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	9734264 (FL) 9734265 (NY)	01/01/2016 01/01/2016	01/01/2017 01/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XS002072(16)	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		066830117 (AOS)	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N	066830118 (CA)	01/01/2016	01/01/2017	E.L. EACH ACCIDENT \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	066830119 (FL)	01/01/2016	01/01/2017	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	E&O / PROFESSIONAL LIABILITY (INCLUDING NETWORK SECURITY)		PCS002073(16) PRIVACY EVENT EXPENSE	01/01/2016	01/01/2017	EA. CLAIM/AGG(SIR \$500,000) \$5M/\$5M EA. CLAIM/AGG (SIR \$250,000) \$5M/\$5M

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

Soliant Health, Inc. is/are included as additional insured (except workers' compensation, auto liability and crime) where required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. The Workers' Compensation policy includes an Alternate Employer endorsement. Soliant Health, Inc. is/are included as Loss Payee with respects to Crime Policy and where required by written contract.

CERTIFICATE HOLDER Soliant Health, Inc. 10151 Deerwood Park Boulevard Building 200, Suite 400 Jacksonville, FL 32256	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jason Clarke <i>J. Clarke</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED Soliant Health, Inc. 10151 Deerwood Park Boulevard Building 200, Suite 400 Jacksonville, FL 32256	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMP CONTINUED:

POLICY NUMBER: 066830120
 STATE: ME
 POLICY PERIOD: 01/01/2016 - 01/1/2017
 PAPER: INSURANCE COMPANY OF THE STATE OF PA
 CARRIER: AIG

POLICY NUMBER: 066830122
 STATE: MA, ND, WA, WI, WY
 POLICY PERIOD: 01/01/2016 - 01/1/2017
 PAPER: INSURANCE COMPANY OF THE STATE OF PA
 CARRIER: AIG

POLICY NUMBER: 066830121
 STATE: MN
 POLICY PERIOD: 01/01/2016 - 01/01/2017
 PAPER: THE INSURANCE COMPANY OF THE STATE OF PA
 CARRIER: AIG

EXCESS WORKERS COMP-OHIO ONLY:
 INSURER: NATIONAL INSURANCE COMPANY OF THE STATE OF PA
 POLICY NUMBER: XWC 2203536
 POLICY PERIOD: 01/01/2016 - 01/01/2017
 LIMITS:
 SIR: \$3,000,000
 EL EACH ACCIDENT: \$1,000,000
 EL DISEASE: \$1,000,000
 EL DISEASE - EACH EMPLOYEE: \$1,000,000

CRIME:
 WITH THIRD PARTY COVERAGE
 POLICY NUMBER: CRM 1008374-00
 CARRIER: ZURICH AMERICAN INSURANCE COMPANY
 POLICY PERIOD: 05/01/2015 - 05/01/2016
 LIMIT: \$10,000,000
 DEDUCTIBLE: \$1,000,000

Next

Bid

Global Empire Bid was deemed Non-Responsive.

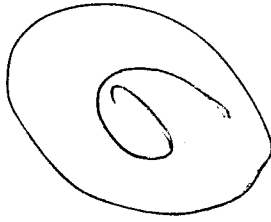
Next

Bid

Fed

FedEX
Express

2016/11/15 AM07:22:15S



<https://www.fedex.com/shipping/html/en/PrintIFrame.html>

ORIGIN ID: CHDA (888) 515-3900
AB STAFFING SOLUTIONS, LLC
AB STAFFING SOLUTIONS, LLC
2880 S. VAL VISTA DR.
BUILDING 10, SUITE 152
GILBERT, AZ 85295
UNITED STATES US

SHIP DATE: 14NOV16
ACTWGT: 0.20 LB
CAD: 5833379/NET3790

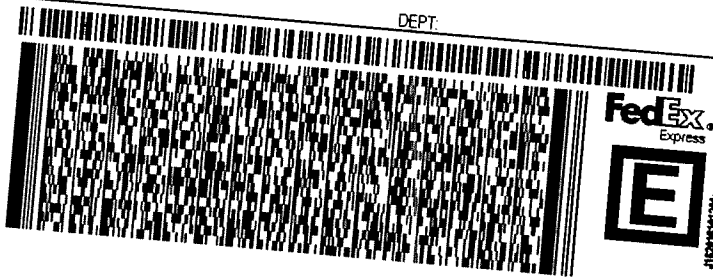
BILL SENDER

TO COUNTY OF SAN DIEGO, RFB NO. 7637
DEPARTMENT OF PURCHASING & CONTRACT
5560 OVERLAND AVE., SUITE 270

SAN DIEGO CA 92123

(858) 505-6387
INV. REF.
PO.

DEPT.



TRK# 7777 0647 2660
0201

TUE - 15 NOV 8:00A
FIRST OVERNIGHT

W1 MYFA

92123
CA-US SAN



14798 REV 808 RRD

FedEx First Overnight®

14798 REV 808 RRD

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FedEX
Express

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

UNSPSC commodity code: 80111606/85121900

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

DESCRIPTION

The County of San Diego, Health and Human Services Agency (HSA) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

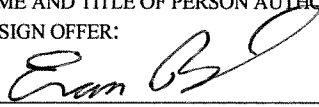
PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 [] 2 [] 3 [] 4 [] 5 []

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

NAME AND ADDRESS OF BIDDER
 AB Staffing Solutions, LLC
 STREET, CITY, STATE, ZIP
 2680 S Val Vista Dr. #152
 Gilbert AZ 85295
 TELEPHONE: NUMBER () 888-515-3900
 FAX TELEPHONE: () 866-486-6626

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND TITLE OF PERSON AUTHORIZED
 TO SIGN OFFER:
 11/9/2016

SIGNATURE OFFEROR DATE

PRINTED NAME: Evan Burks

PRINTED TITLE: President

E-MAIL: Evan@abstaffing.com

NOTIFICATION OF AWARD -
 ACCEPTANCE AS TO ITEM(S) NUMBERED:

(VC No.)

(THIS SECTION FOR COUNTY USE ONLY)
 COUNTY OF SAN DIEGO
 BY: _____ DATE: _____
 JOHN M. PELLEGRINO, DIRECTOR
 DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT
 P&C 600 Form

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE BID


**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Evan Burks Signature: 
 Title: President Date: 11/09/2016
 Company/Organization: AB Staffing Solutions, LLC

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-16

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HHS PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	AB Staffing Solutions, LLC
Authorized Representative Name:	Evan Burks
Authorized Representative Title:	President
Signature:	Date: 11/9/2016

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>82.50</u> / Hourly	160	160	\$ 26,400
Pharmacist	\$ <u>80.00</u> / Hourly	195	85	\$ 22,400
Pharmacy Technician	\$ <u>25.25</u> / Hourly	100	275	\$9468.75
TOTAL				\$ 58,268.75

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>83.74</u> / Hourly	160	160	\$ 26,796.80
Pharmacist	\$ <u>81.20</u> / Hourly	195	85	\$ 22,763
Pharmacy Technician	\$ <u>25.63</u> / Hourly	100	275	\$ 9,611.25
TOTAL				\$59,171.05

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>85.00</u> / Hourly	160	160	\$ 27,200
Pharmacist	\$ <u>82.42</u> / Hourly	195	85	\$ 23,077.60
Pharmacy Technician	\$ <u>26.01</u> / Hourly	100	275	\$ 9,753.75
TOTAL				\$ 60,031.35

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>86.23</u> / Hourly	160	160	\$ 27,593.60
Pharmacist	\$ <u>83.66</u> / Hourly	195	85	\$ 23,424.80
Pharmacy Technician	\$ <u>26.40</u> / Hourly	100	275	\$ 9,900
TOTAL				\$ 60,918.40

REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
PHARMACY LOCATIONS
SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HNSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>87.52</u> / Hourly	160	160	\$ 28,006.40
Pharmacist	\$ <u>84.91</u> / Hourly	195	85	\$ 23,774.80
Pharmacy Technician	\$ <u>26.80</u> / Hourly	100	275	\$ 10,050
TOTAL				\$ 61,831.20

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 58,268.75
2018	59,171.05
2019	\$ 60,031.35
2020	\$ 60,918.40
2021	\$ 61,831.20
	\$
	\$
Total Price (and basis for award)	\$ 300,220.75

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

Next

Bid

Canaan Pacific Enterprises, LLC dba YL Enterprise Services

13562 Marguerite Creek Way

San Diego, CA

92130

Response To RFB 7637

County Purchasing and Contracting Department

Front Desk

Attn: Oscar Garcia

5560 Overland Avenue, Suite 270

San Diego, CA

92123-1204

#11

2016/11/21 PM03:56 58s

YL ENTERPRISE SERVICES

16956 Via De Santa Fe #3668, Rancho Santa Fe, CA, 92067, USA

Phone: (858) 880-7525

E-Mail: info@yleservice.com

RESPONSE TO REQUEST FOR BID (RFB) 7637

COVER LETTER

Dear Oscar:

Canaan Pacific Enterprises, LLC DBA YL Enterprise Services is pleased to participate in the RFB 7637-TEMPORARY STAFFING SERVICES FOR HEALTH AND HUMAN SERVICES AGENCY EDGEMOOR AND HHSA PHARMACIES.

This document presents our responses to the questions put forth in your RFB as well as our bids.

Please let us know if you have any question.

We look forward to serving the county.

Sincerely,
Victor Ying
Managing Partner
YL Enterprise Services
vying@yleservice.com
8588807525

11/18/2016



State of California Certification



Certification ID : 2003518

Legal Business Name
CANAAAN PACIFIC ENTERPRISES,LLC

Doing Business As (DBA) Name1:
YL ENTERPRISE SERVICES

Doing Business As (DBA) Name2:
AMPIC TECHNOLOGY

Office Phone Number
858/880-7525

Business Fax Number

Business Web Address
www.yleservice.com

Address
13562 Marguerite Creek Way
San Diego
CA 92130

Email:

-

Total No. of Employees

2

Business Types:

Non-Manufacturer , Service

Notification Preference

Email

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

Active Certifications

[Help](#)

Certification Type	Application Date	Status	Status Date/Time	From	To	Cancel
SB(Micro)	10/14/2016	Approved	10/15/16 10:03PM	10/15/2016	10/31/2018	

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:
 ALL OR NONE
 EACH LOT
 TOTAL PRICE

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

UNSPSC commodity code: **80111606/85121900**

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637


DESCRIPTION

The County of San Diego, Health and Human Services Agency (HSA) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 || 2 || 3 || 4 || 5 ||

<u>SUBJECT TO ACCEPTANCE WITHIN 90 DAYS</u>	<u>PAYMENT TERMS NET 30 DAYS OR % DAY</u>
<u>NAME AND ADDRESS OF BIDDER</u>	<u>NAME AND TITLE OF PERSON AUTHORIZED</u>
CANAAN PACIFIC ENTERPRISES, LLC dba YL Enterprise Services STREET, CITY, STATE, ZIP 13562 Marguerite Creek Way, San Diego, CA 92130	<u>TO SIGN OFFER:</u>  11/18/2016
TELEPHONE: NUMBER (858) 880 7525	<u>SIGNATURE</u> OFFEROR DATE
FAX TELEPHONE: ()	<u>PRINTED NAME:</u> VICTOR YENG
E-MAIL: info@yleservice.com	<u>PRINTED TITLE:</u> Managing Partner
<u>NOTIFICATION OF AWARD -</u>	<u>(THIS SECTION FOR COUNTY USE ONLY)</u>
<u>ACCEPTANCE AS TO ITEM(S) NUMBERED:</u>	<u>COUNTY OF SAN DIEGO</u>
(VC No.)	<u>BY:</u> _____ <u>DATE:</u> _____
	<u>JOHN M. PELLEGRINO, DIRECTOR</u>
	<u>DEPT OF PURCHASING & CONTRACTING</u>

<u>TOTAL AMOUNT</u>	<u>AWARD NO.</u>	<u>NAME AND TITLE OF CONTRACTING OFFICER</u>
P&C 600 Form		

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: 2003518
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
- 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
- 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: VICTOR YENG Signature: [Signature]
 Title: Managing Partner Date: 11/18/2016
 Company/Organization: Canaan Pacific Enterprises, LLC dba YL Enterprise Services

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-18

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT


IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and
 WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;
 NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Canaan Pacific Enterprises, LLC dba YL Enterprise Services</u>
Authorized Representative Name:	<u>VECTOR YING</u>
Authorized Representative Title:	<u>Managing partner</u>
Signature: <u></u>	Date: <u>11/18/2016</u>

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
PHARMACY LOCATIONS
SECTION C – STANDARD TERMS AND CONDITIONS**

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____ day of ____ 20__ (“Effective Date”) and end on ____ 20__ (“Initial Term”) period of ____ years.

OPTION TO EXTEND. The County’s option to extend is for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed _____, 20__, pursuant to Exhibit C Payment Schedule or **adjustment factor identified.** Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed \$XXXX for the initial term of this Agreement and \$XXXX for each of the XXX one year option periods, for a maximum Agreement amount of \$_____, in accordance with the method of payment stipulated in Article 4.

COTR. The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”)

*Name and Title
Address
Address
Phone, FAX and email*

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

*Name and Title
Address
Address
Phone, FAX and email*

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
John M. Pellegrino, Director
Department of Purchasing and Contracting

By: VICTOR YIN *Managing Partner*
Name and Title

Date: _____

Date: 11/18/2016

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>79.10</u> / Hourly	160	160	\$ 25,312.00
Pharmacist	\$ <u>67.59</u> / Hourly	195	85	\$ 18,925.20
Pharmacy Technician	\$ <u>20.49</u> / Hourly	100	275	\$ 7,683.75
			<i>Monthly</i> TOTAL	\$ 51,920.95

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>79.10</u> / Hourly	160	160	\$ 25,312.00
Pharmacist	\$ <u>67.59</u> / Hourly	195	85	\$ 18,925.00
Pharmacy Technician	\$ <u>20.49</u> / Hourly	100	275	\$ 7,683.75
			TOTAL	\$ 51,920.95

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>79.10</u> / Hourly	160	160	\$25,312.00
Pharmacist	\$ <u>67.59</u> / Hourly	195	85	\$18,925.20
Pharmacy Technician	\$ <u>20.49</u> / Hourly	100	275	\$7,683.75
TOTAL				\$51,920.95

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>79.10</u> / Hourly	160	160	\$25,312.00
Pharmacist	\$ <u>67.59</u> / Hourly	195	85	\$18,925.00
Pharmacy Technician	\$ <u>20.49</u> / Hourly	100	275	\$7,683.75
TOTAL				\$51,920.95

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>79.10</u> / Hourly	160	160	\$ 25,312.00
Pharmacist	\$ <u>67.59</u> / Hourly	195	85	\$ 18,925.20
Pharmacy Technician	\$ <u>20.49</u> / Hourly	100	275	\$ 7,683.75
Monthly TOTAL				\$ 51,920.95

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 623,051.40
2018	\$ 623,051.40
2019	\$ 623,051.40
2020	\$ 623,051.40
2021	\$ 623,051.40
	\$
	\$
Total Price (and basis for award)	\$ 3,115,257.00

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HSA PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

Next
Bid

2016/11/28 AM08:35 42s

12

12

Replaces #4

RFB 7637

CHCS INC

SANDIEGO CA

NEW

11/28/16

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:
 ALL OR NONE
 EACH LOT
 TOTAL PRICE

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

UNSPSC commodity code: 80111606/85121900

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
 (Please use typewriter or black ink)
 YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

DESCRIPTION

The County of San Diego, Health and Human Services Agency (HSA) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS		PAYMENT TERMS NET 30 DAYS OR % DAY	
NAME AND ADDRESS OF BIDDER		NAME AND TITLE OF PERSON AUTHORIZED	
CHCS INC		TO SIGN OFFER: AMIR MOTAMEDI CEO	
STREET, CITY, STATE, ZIP		SIGNATURE	
4629 Cass Street		<i>[Signature]</i> 11-14-2016	
San Diego, CA 92109		OFFEROR DATE	
TELEPHONE NUMBER (858) 366-9191		PRINTED NAME: AMIR MOTAMEDI	
FAX TELEPHONE: ()		PRINTED TITLE: CEO	
E-MAIL: MAIL@CALIFORNIAHCS.COM			

NOTIFICATION OF AWARD -	(THIS SECTION FOR COUNTY USE ONLY)
ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO
(VC No.)	BY: _____ DATE: _____
	JOHN M. PELLEGRINO, DIRECTOR
	DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT	AWARD NO.	NAME AND TITLE OF CONTRACTING OFFICER
P&C 600 Form		

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HHS PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: N/A
 - Small Business Enterprise (SBE)
 Certification #: N/A
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification #: N/A
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification #: N/A
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: AMIR MOTAMEDI Signature: [Signature]
 Title: CEO Date: 11-14-2016
 Company/Organization: CHCS INC

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Rev 06/03 (11-15-16)

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HHS PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

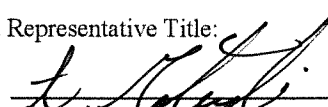
IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and
 WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT - CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;
 NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>CHCS INC</u>
Authorized Representative Name:	<u>AMIR MOTAMEDI</u>
Authorized Representative Title:	<u>CEO</u>
Signature: 	Date: <u>11-14-2016</u>

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>55</u> / Hourly	160	160	\$17,600
Pharmacist	\$ <u>85</u> / Hourly	195	85	\$23,800
Pharmacy Technician	\$ <u>30</u> / Hourly	100	275	\$11,250
<i>Per Month</i> TOTAL				\$52,650

FY 17-18- January 1, 2018- December 31, 2018:

Per YEAR Total \$631,800

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
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Pharmacist	\$ <u>85</u> / Hourly	195	85	\$23,800
Pharmacy Technician	\$ <u>30</u> / Hourly	100	275	\$11,250
<i>Per Month</i> TOTAL				\$52,650

EHCS INC

Per Year Total \$631,800

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>55</u> / Hourly	160	160	\$ 17,600
Pharmacist	\$ <u>85</u> / Hourly	195	85	\$ 23,800
Pharmacy Technician	\$ <u>30</u> / Hourly	100	275	\$ 11,250
<i>Per Month</i> TOTAL				\$ 52,650

Per Year Total \$ 631,800

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>55</u> / Hourly	160	160	\$ 17,600
Pharmacist	\$ <u>85</u> / Hourly	195	85	\$ 23,800
Pharmacy Technician	\$ <u>30</u> / Hourly	100	275	\$ 11,250
<i>Per Month</i> TOTAL				\$ 52,650

Per Year Total \$ 631,800

CHCS INC

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>55</u> / Hourly	160	160	\$ 17,600
Pharmacist	\$ <u>85</u> / Hourly	195	85	\$ 23,800
Pharmacy Technician	\$ <u>30</u> / Hourly	100	275	\$ 11,250
<i>Per Month</i> TOTAL				\$ <u>52,650</u>
<i>Per Year Total</i>				\$ <u>631,800</u>

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ <u>631,800</u> —
2018	<u>631,800</u> —
2019	\$ <u>631,800</u> —
2020	\$ <u>631,800</u> —
2021	\$ <u>631,800</u> —
	\$
	\$
Total Price (and basis for award)	\$ <u>3,159,000</u> —

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

CHCS INC

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

CHCS INC

Next

Bid



**Healthcare
Staffing
Professionals, Inc.**
Working Harder for You

6914 Canby Ave., Suite 109
Reseda, CA 91335

RFB # 7637

**Temporary Staffing Services
Health and Human Services Agency
Edgemore and HSA Pharmacies
Department of Purchasing & Contracting
5560 Overland Ave., Suite 270
San Diego, CA 92123**

DO NOT OPEN

2016/11/29 AM 10:13 42s

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Replaces # 8



**Healthcare
Staffing
Professionals, Inc.**
Working Harder for You

ORIGINAL

Health and Human Services Agency
Edgemore and HHSA Pharmacies
Temporary Staffing Services
RFB # 7637

Headquarter
6914 Canby Ave, Suite 109
Reseda, CA 91335

Phone: (818) 934-3395
Fax: (818) 934-0158
www.hsp-inc.com

Texas Office
3730 Kirby Dr., Suite 1200
Houston, TX 77098

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:
 ALL OR NONE
 EACH LOT
 TOTAL PRICE

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

UNSPSC commodity code: **80111606/85121900**

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

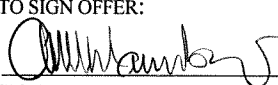
DESCRIPTION

The County of San Diego, Health and Human Services Agency (HSA) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS	PAYMENT TERMS NET 30 DAYS OR % DAY
NAME AND ADDRESS OF BIDDER Healthcare Staffing Professionals, Inc.	NAME AND TITLE OF PERSON AUTHORIZED
STREET, CITY, STATE, ZIP 6914 Canby Ave, Suite 109 Reseda, CA 91335	TO SIGN OFFER:  11-16-2016
TELEPHONE: NUMBER (818) 921-3126	SIGNATURE OFFEROR DATE
FAX TELEPHONE: (818) 921-3126	PRINTED NAME: Cornelius Mamboleo
E-MAIL: corneliusm@hsp-inc.com	PRINTED TITLE: Director of Staffing
NOTIFICATION OF AWARD -	(THIS SECTION FOR COUNTY USE ONLY)
ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO
(VC No.)	BY: _____ DATE: _____
TOTAL AMOUNT	JOHN M. PELLEGRINO, DIRECTOR
P&C 600 Form	DEPT OF PURCHASING & CONTRACTING
AWARD NO.	NAME AND TITLE OF CONTRACTING OFFICER

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE BID

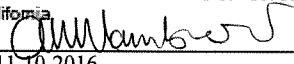
**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 95 %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Cornelius Mamboleo Signature: 
 Title: Director of Staffing Date: 11-10-2016
 Company/Organization: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-16

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

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 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

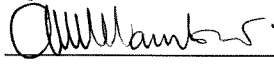
IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and
 WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT - CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;
 NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Healthcare Staffing Professionals, Inc.</u>
Authorized Representative Name:	<u>Cornelius Mamboleo</u>
Authorized Representative Title:	<u>Director of Staffing</u>
Signature: <u></u>	Date: <u>11-16-2016</u>

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS**

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. RFB No. 7637 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).
2. Submit the following documents with your bid:
 - Completed PC 600;
 - Completed Representations and Certifications;
 - DVBE and forms
 - Completed Pricing Schedule (Offeror must provide pricing for all classifications and all term periods listed on Pricing Schedule)
 - Required documentation from Section D

Each bid must be in a separate, sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204, no later than 11:00 a.m., Local Time, on NOVEMBER 15, 2016.** Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
5. Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
6. If you do not bid, please return the cover sheet and state reason for not bidding.
7. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 3:00 PM, LOCAL TIME, on NOVEMBER 2, 2016.** Alternate bids are not called for and will not be accepted. Questions received after this date may not be answered at the discretion of the County.

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8. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
9. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcountry.ca.gov>. It is the Offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective Offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the **Pricing Schedule** to the **(3) three lowest responsive, responsible bidder(s)** in order from lowest bid to highest, based on the total extended price of the Pricing Schedule. The lowest Bidder will be considered the primary contractor and the other two will be considered second and third back up contractors. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:
 1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
 2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that will be considered will

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include the contractor's licenses, insurability, staffing, facilities, equipment, supplies, current financial statements, references, and performance history.

7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

D. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an Offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting officer identified in the solicitation package.
2. **For purposes of clarification regarding Board of Supervisors Policy "A-97, Protest Procedures for Award of Contracts" the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT ("NOI").**
3. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.

E. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

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http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

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SECTION C – STANDARD TERMS AND CONDITIONS

This Agreement (“Agreement”) is made and entered into on the date shown on the signature page (“Effective Date”) by and between the County of San Diego, a political subdivision of the State of California (“County”) and Contractor [*enter full corporate title, describe company, located at (complete address)*] (“ Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award this Contract for Temporary Staffing Services for Health and Human Services Agency Pharmacy locations.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, [*include Contractor’s offer including final revisions as Exhibit A-1 where applicable*], Exhibit B Insurance Requirements and Exhibit C, Payment Schedules. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor’s Representative. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 “Termination for Default”, if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 Contractor’s Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor’s expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees or subcontractors; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

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SECTION C – STANDARD TERMS AND CONDITIONS

Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

**ARTICLE 2
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

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**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

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- 3.3.3 Return, Transfer and Removal of Assets
- 3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.
- 3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.
- 3.3.4 Transfer of Leases, Licenses, and Contracts
Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.
- 3.3.5 Delivery of Documentation
Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.
- 3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4
COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

- 4.1 Fiscal for Fixed Pricing.
- 4.1.1 General Principles. Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.
- 4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement

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- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.5 Prompt Payment for Vendors and Subcontractors
- 4.1.5.1 Prompt payment for vendors and subcontractors.
- 4.1.5.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
- 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.

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- 4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

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**ARTICLE 6
CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7
SUSPENSION, DELAY AND TERMINATION**

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.
- In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.
- If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.

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- 7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Improperly submitted claims, or
 - 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.3 Any breach of any term or condition of the Agreement, or
 - 7.5.4.4 Any actions under any warranty, express or implied, or
 - 7.5.4.5 Any claim of professional negligence, or
 - 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County data systems, County owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

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- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:

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- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:
- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
 - (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.
- County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice

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or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

- 8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
 - 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
- 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcountry.ca.gov/cao/oia.html>
 - 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
 - 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
 - 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information may be found at www.cosdcompliance.org

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential Information.

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- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11
AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to their COR:
- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
 - 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
 - 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:

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- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

**ARTICLE 12
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 3.6 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section

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10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

- 13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.
- 13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services and the County;

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- 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services and the County;
- 14.1.2.3 The Refugee Health Agreement between the California Department of Public Health and the County; and
- 14.1.2.4 The HIV/AIDS Case Reporting System Data Use Agreement between the California Department of Public Health and the County.

14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

14.2.2 “Business Associate” shall mean the Contractor.

14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.

14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.

14.2.5 “Covered Entity” shall mean the County.

14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.

14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.

14.3.3 Mitigation. Contractor shall mitigate any harmful effects caused by violation of the requirements of this Article, as directed by the County.

14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.

14.3.5 Cooperation with County.

14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the request of County within ten (10) calendar days.

14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.

14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County Contracting Officer’s Representative and HHS Privacy Officer, to include:

14.3.6.1 Initial Report.

14.3.6.1.1 Contractor shall email County immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

14.3.6.1.2 Contractor shall email County within one business day of the discovery of any suspected security incident or breach of County PHI/PI/PII

14.3.6.1.3 Contractor shall additionally submit a completed County “Privacy Incident Report,” which is posted on County’s website, www.cosdcompliance.org within one (1) business day.

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- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" form.
- 14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with data security requirements as specified by HIPAA and the State Agreements, including, but not limited to:
- 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to County PHI/PI/PII shall:
- 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter;
- 14.3.8.1.2 Sign a confidentiality statement, prior to access to County PHI/PI/PII; and
- 14.3.8.1.3 Wear an identification badge at facilities that contain County PHI/PI/PII
- 14.3.8.2 Facilities that contain more than five-hundred (500) records containing County PHI/PI/PII shall have security guards or a monitored alarm system.
- 14.3.8.3 Computer warning banners for all systems containing County PHI/PI/PII
- 14.3.8.4 Comprehensive, annual security risk assessments
- 14.3.8.5 Policies and internal controls to ensure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses comply with State Agreements.
- 14.3.8.6 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PI/PI, except County PHI/PI/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PI/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PI/PI for so long as Contractor maintains such County PHI/PI/PI.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.

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- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

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- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding Contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COR within one work day of their occurrence. However, if this contract includes Article 14, Contractor must adhere to timelines contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. However, if this contract includes Article 14, Contractor must adhere to requirements contained in Article 14.
- 16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).
- 16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or perform criminal history annually.
- 16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."
- 16.21.4 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.

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- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.

- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

- E. Volunteer: A person who performs a service willingly and without pay.

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____ day of ____ 20__ (“Effective Date”) and end on ____
__ 20__ (“Initial Term”) period of ____ years.

OPTION TO EXTEND. The County’s option to extend is for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed _____, 20__, pursuant to Exhibit C Payment Schedule **or adjustment factor identified.** Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed \$XXXX for the initial term of this Agreement and \$XXXX for each of the XXX one year option periods, for a maximum Agreement amount of \$_____, in accordance with the method of payment stipulated in Article 4.

COTR. The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”)

*Name and Title
Address
Address
Phone, FAX and email*

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

*Name and Title
Address
Address
Phone, FAX and email*

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
John M. Pellegrino, Director
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

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 SECTION C – EXHIBIT A - STATEMENT OF WORK**

1. Scope of Work/Purpose

Contractor shall provide temporary pharmacy staffing for Chief Pharmacist/ Pharmacist/ Pharmacy Technician Positions for the Health and Human Services Agency (HHSA) Pharmacy locations. This shall include services to assist with clinical consultation, planning of operations and review of applicable policies and procedures.

2. Background Information

The County of San Diego’s Health and Human Services Agency (HHSA) Pharmacies serve the pharmaceutical needs of eligible patients, i.e., mental health, public health and some probation patients within the County’s System of Care. Edgemoor Hospital is the Distinct Part Skilled Nursing Facility for the County of San Diego and has an onsite pharmacy.

3. Pharmacies Locations and Hours of Operation

Edgemoor Hospital 655 Park Center Drive Santee, CA 92071 24/7 Mon-Fri	HHSA Pharmacy 3851 Rosecrans Street San Diego, CA 92110 24/7 Mon-Fri
County reserves the right to add or delete additional locations as needed throughout the term of the contract.	

4. Outcomes:

4.1. Outcomes: Contractor shall provide temporary pharmacy staffing on an as-needed basis within four (4) hours of request. The County retains the right to contact the additional awarded second or third back up contractors if the time line is not met or the staff are not approved by the County.

5. Standard Requirements

5.1. Temporary pharmacy staffing also referred as “Temporary agency employees” may be utilized for a period not to exceed 90 workdays for any single peak load in accordance with Human Resources Policy and Procedures Manual, Policy Number 110. This policy states “In accordance with Government Code 31000.4, temporary agency employees may be utilized for a period not to exceed 90 calendar days for any single peak load, temporary absence or emergency situation. The 90 calendar day limitation is applied to the assignment, not the person.”

5.2. Temporary agency employees are not allowed to drive County vehicles or their own private vehicles on county business, unless in accordance with County policy and with prior County approval.

Temporary agency employees are allowed to work at both facilities as long as work is available and within the 90 calendar day limitation assignment.

5.3. Background Checks

5.3.1. Temporary employees assigned to various County sites are required to go through a background check based on the requirements of the hiring organization. The cost of such background checks shall not be borne by the County.

5.3.2. Background checks will be Livescan or equivalent. Contractor shall ensure that any temporary staffing employee: Chief Pharmacist, Pharmacist and Pharmacy Technicians supplied by the Contractor has the required background check completed prior to assignment to the County.

5.3.3. Evidence of the Background Check shall be accessible to the contractor and shall be viewable by the County at any time upon request.

5.4. Tuberculosis (TB) Testing

5.4.1. Temporary staffing employees assigned to County sites are required to complete a tuberculosis (TB) test that has a negative result prior to entering any County facility. The cost of such TB testing shall not be borne by the

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County. Temporary staffing must present proof of a negative TB test that has been taken within a one year time period from presenting to County facility.

5.4.2. Maintain Verification

Contractor shall maintain verification (which shall be provided upon County request) that all temporary staff assigned to County facilities possesses the following:

5.4.2.1. TB Testing prior to placement and annual testing thereafter.

5.5. Orientation Training

5.5.1. The County will provide to all Temporary agency employees an on-site orientation for the assigned facility

6. Chief Pharmacist/Pharmacist Specific Requirements

- 6.1. Possession of a current and verifiable Pharmacist license, issued by the California State Board of Pharmacy shall apply to each Chief Pharmacist/Pharmacist temporary staff person provided by Contractor to County: This license must not have any restrictions and must not be in probationary status, as determined by the California State Board of Pharmacy. Each temporary staff person presenting to a County location must have a copy of their current license on hand at time of reporting for assignment.
- 6.2. Each Chief Pharmacist/Pharmacist temporary staff person provided by Contractor to County shall possess the following minimum regulation knowledge requirements:
 - 6.2.1. State of California Pharmacy laws and regulations, Title 22 – Pharmaceutical Services and Title 15 – Pharmaceutical Management.
 - 6.2.2. Standards of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
 - 6.2.3. Federal Food and Drug Administration (FDA) regulations.
 - 6.2.4. Federal Drug Enforcement Administration (DEA) regulations.
 - 6.2.5. Medicare & Medicaid Services Parts C&D Prevention of Fraud, Waste, and Abuse & Compliance training.
 - 6.2.6. Requirement of Managed care companies.
 - 6.2.7. 22CFR (OBRA).
- 6.3. Each Chief Pharmacist/Pharmacist temporary staff person provided by Contractor to County shall possess the following Technical Abilities:
 - 6.3.1. Dispense all drugs and pharmaceutical supplies (including compounding prescriptions) in a safe and timely manner.
 - 6.3.2. Use computerized/automated Pharmacy systems to include Cerner's Etreby and Millennium and automated dispensing cabinets such as Pyxis.
- 6.4. Each Chief Pharmacist/Pharmacist temporary staff person provided by Contractor to County may perform the following minimum clinical duties:
 - 6.4.1. Conduct monthly chart reviews using criteria from Title 22 and 42 CPF (Medication regimen Review).
 - 6.4.2. Use Prodigy and other electronic system.
 - 6.4.3. Safeguard personal information and not remove from the facility.
 - 6.4.4. Review drug therapy for safe use of psychotherapeutic agents as defined by the County Medical Health Medication Monitoring Plan and respective hospital quality assurance plans.
 - 6.4.5. Inspect drug storage areas on a monthly basis to ensure compliance with JCAHO, Federal, and State requirements.
 - 6.4.6. Clinic inspection and chart audits.
 - 6.4.7. Perform medication inspections at Public Health clinics and maintain database reports.
 - 6.4.8. Advise/consult with other health professionals regarding pharmaceutical information.

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- 6.4.9. Provide drug information and recommendations as part of medical team.
- 6.4.10. Perform drug utilization evaluations based on criteria provided by Pharmacy and Therapeutic (P&T) committees.
- 6.4.11. Skills in IV dosing*, compounding, and ability to meet the pharmaceutical care needs of adult, geriatric, psychiatric, rehabilitation, and skilled-nursing patients.

*No Total Parental Nutrition (TPN).

- 6.5. Each Chief Pharmacist/Pharmacist temporary staff person provided by Contractor to County shall be able to successfully perform the following:
 - 6.5.1. Constant: neck bending, repetitive use of both hands, and reaching above and below shoulder level.
 - 6.5.2. Frequent: Standing, waist bending, neck and waist twisting, simple grasping of both hands, and fine manipulation of both hands.
 - 6.5.3. Occasional: Sitting, walking squatting and lifting up to ten pounds.

7. Pharmacy Technician

- 7.1. Each Pharmacy Technician temporary staff person provided by Contractor to County shall possess the following:
 - 7.1.1. Current and verifiable Pharmacy Technician license, issued by the California State Board of Pharmacy.
- 7.2. Each Pharmacy Technician temporary staff person provided by Contractor to County shall possess the following Knowledge, Skills and Abilities:
 - 7.2.1. Pharmaceutical and medical terms, abbreviations and symbols commonly used in prescribing medications.
 - 7.2.2. Metric doses and approximate apothecary equivalents (both weight and liquid measure) to include compounding skills.
 - 7.2.3. Drugs, drug dosages and potency; routes of administration and storage requirements.
 - 7.2.4. Procedures and techniques involved in prescription and drug dispensing.
 - 7.2.5. Generic and proprietary names of pharmaceutical products.
 - 7.2.6. Record keeping requirements for Pharmacy, including inventory control procedures.
 - 7.2.7. Standards and ethics, laws and regulations governing Pharmacy practices and operations in the State, retail, and alternative site pharmaceutical practice settings.
 - 7.2.8. Use and Knowledge of computerized/automated Pharmacy systems to include Cerner's Etreby and Millennium and automated dispensing cabinets such as Pyxis.
 - 7.2.9. Basic mathematical calculations.
- 7.3. Each Pharmacy Technician temporary staff person provided by Contractor to County may perform the following minimum clinical duties under the supervision of a Chief or Pharmacist:
 - 7.3.1. Use Prodigy and other electronic system.
 - 7.3.2. Safeguard personal information and not remove from the facility.
 - 7.3.3. Inspect drug storage areas on a monthly basis to ensure compliance with JCAHO, Federal, and State requirements.
 - 7.3.4. Skills in IV dosing*, compounding, and ability to meet the pharmaceutical care needs of adult, geriatric, psychiatric, rehabilitation, and skilled-nursing patients.

*No Total Parental Nutrition (TPN).

- 7.4. Each Pharmacy Technician temporary staff person provided by Contractor to County shall be able to successfully perform the following.

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- 7.4.1. Constant walking/standing, simple/power grasping and repetitive use of both hands (both bending and fine manipulation of hands).
- 7.4.2. Occasional sitting, waist bending, squatting, twisting, and reaching; must be able to lift and carry 25 pounds.
- 7.4.3. Ability to bubble pack medications by hand while standing for an extended period of time.

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SECTION C – EXHIBIT B- INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) required if Contractor Provides or engages in any type of professional services, including but not limited to medical professional, counseling services or legal services.
- E. Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Fidelity: \$300,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General

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Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

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10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO form CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HESA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>92.73</u> / Hourly	160	160	\$ 356,083.20
Pharmacist	\$ <u>88.77</u> / Hourly	195	85	\$ 298,267.20
Pharmacy Technician	\$ <u>26.07</u> / Hourly	100	275	\$ 117,315.00
TOTAL				\$ 771,665.40

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HESA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>92.73</u> / Hourly	160	160	\$ 356,083.20
Pharmacist	\$ <u>88.77</u> / Hourly	195	85	\$ 298,267.20
Pharmacy Technician	\$ <u>26.07</u> / Hourly	100	275	\$ 117,315.00
TOTAL				\$ \$771,665.40

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>94.58</u> / Hourly	160	160	\$ 363,187.20
Pharmacist	\$ <u>89.77</u> / Hourly	195	85	\$ 301,627.20
Pharmacy Technician	\$ <u>26.59</u> / Hourly	100	275	\$ 119,655.00
TOTAL				\$ 784,469.40

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>95.00</u> / Hourly	160	160	\$ 364,800.00
Pharmacist	\$ <u>91.78</u> / Hourly	195	85	\$ 308,380.80
Pharmacy Technician	\$ <u>27.00</u> / Hourly	100	275	\$ 121,500.00
TOTAL				\$ 794,680.80

REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
PHARMACY LOCATIONS
SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HNSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>95.00</u> / Hourly	160	160	\$ 364,800.00
Pharmacist	\$ <u>91.78</u> / Hourly	195	85	\$ 308,380.80
Pharmacy Technician	\$ <u>27.00</u> / Hourly	100	275	\$ 121,500.00
TOTAL				\$794,680.80

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 771,665.40
2018	\$771,665.40
2019	\$784,469.40
2020	\$794,680.80
2021	\$794,680.80
	\$
	\$
Total Price (and basis for award)	\$3,917,161.80

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHSA PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

Staffing Methodology

Staffing Strategy

At HSP we pride ourselves in being able to deliver the best quality candidates that fits our clients' needs in the shortest time. We do this by hiring the best healthcare recruiters and utilizing technology that makes the recruiting process efficient and effective. Our recruiting process focuses on targeting and quickly reaching candidates by job title, qualification and geographic location.

Employee retention

HSP has a high retention rate of our employees. We do this by first matching the employee to the right assignment. We also offer competitive pay and benefits that include 401K with match, paid sick time and health and dental benefits. Being a national staffing firm also aids in employee retention as we have multiple locations that we could place an employee should an assignment end with one client.

Account Management

All our clients are assigned a dedicated account manager that is available to the client directly. We also have a 24 hour on call number to address any immediate staffing needs that may arise. For this contract, we will have an account manager that will also be available for in person service where needed. This ensures that the client as well as our employees are well served.

Recruiting Process

Over the years HSP has amassed a vast database of healthcare providers including Pharmacists and Pharmacy Technicians in California. This allows us to quickly reach all the nurses in a specific location quickly and efficiently. Upon receiving the needs from the facility, our recruiters will query our database for nurses within a given radius from the facility and then send them a text and email informing them of the position. Usually within minutes we receive quite a substantial number of interested candidates and we can begin screening and credentialing for the position.

Our next level in recruiting is utilizing the top online job board databases to which we are subscribed to including CareerBuilder, Monster, Indeed, ZipRecruiter, HealthJobsNationwide, LinkedIn etc. With the the use of our powerful technology, we are able to pull in the resume directly into our software and once again reach all the candidates efficiently by mass text or email.

For the entry level positions, we do partner with local colleges to recruit their top students for entry level positions as they gain experience they can move up with an organization. This also strengthens our relationship with the community that we are serving.

We are always advertising and recruiting through our social media and marketing department. We have a fulltime marketing department responsible for posting jobs and growing out social media presence. Because of this efforts, we are always receiving applicants on a daily basis that want to work for the clients that we serve.

Recruiting tools

HSP embraces technologies that makes recruiting efficient and effective. We are able to achieve this by using our highly customized software – Exelare. Using this software, we are able to quickly reach our candidates and submit the best candidates to the client. We are also able to complete credentialing that meets the highest national standards in healthcare.

Our phone systems allow our recruiters to take calls from anywhere and also to send text messages to the candidates and this

Current potential candidate count

Our pool is growing on a daily basis due to our constant recruiting and social media presence. The current numbers are:

- Pharmacists I/Pharmacist II/Managing Pharmacist/Chief Pharmacist/Pharmacist In Charge – 3600
- Pharmacy Technicians – 7079

Sincerely

Cornelius Mamboleo



Director of Staffing

Email: corneliusm@hsp-inc.com



Background and References

Company Background

Healthcare Staffing professionals, Inc. (HSP) is a minority owned small business. HSP was established in 2006 and incorporated in the state of California and certified as a minority small business by the National Minority Supplier Development Council (NMSDC) and the state of California. With corporate headquarters located in Reseda, California and regional offices in Raleigh North Carolina and Houston, Texas, HSP is able to provide staffing services nationwide.

HSP has been awarded the Golden Seal by the Joint Commission for its high standard of providing clinical staffing which includes the quality of the clinicians and the highest level of credentialing collection and maintenance. With our services we ensure that all healthcare providers are compliant to the highest national standards in healthcare.

Past Performance

REFERENCE 1

Name of Firm: California Department of Corrections and Rehabilitation via Management Solution

Client Business & Size: Large government organization with 34 facilities statewide

Contact Person: Nattie Goldstock

Telephone Number: 562-508-4630

Dates of Service: 2011 - Present

Annual Contract Spend: \$5 Million

Brief Description of Service Provided:

Providing temporary staffing services on as needed basis to all 34 facilities for various classifications including Nursing (RN, LPN & CNA), Psychiatric Technicians, psychologists, LCSW, Pharmacists, Pharmacy Technician, medical assistants etc.

REFERENCE 2

Name of Firm: California Department of State Hospitals

Client Business & Size: Large government organization with 9 facilities statewide

Contact Person: Jasmine Baker

Telephone Number: 559-935-4309

Dates of Service: 2012 - Present

Value or Cost of Service: \$3 Million

Brief Description of Service Provided

Providing temporary staffing services on as needed basis to facilities for various classifications including Nursing (RN, LPN & CNA), Psychiatric Technicians, Speech Language Pathologist, Neuropsychologists, LCSW, Pharmacy Technician, dietitian etc.

REFERENCE 3

Name of Firm: California Department of Veterans Affairs (West Los Angeles)

Client Business & Size: Large government organization with 8 facilities statewide

Contact Person: Fernando Campos

Telephone Number: 424-832-8200

Dates of Service: 2012 - Present

Value or Cost of Service: \$1.5 Million

Brief Description of Service Provided:

Providing temporary staffing services on as needed basis to the facilities for various classifications including Nursing (RN, LPN & CNA), Physical Therapist, Occupational Therapist, Speech Language Pathologist, Physical Therapy Assistant, Certified Occupational Therapist Assistant, Pharmacists, Pharmacy Technician, dietitian etc.



September 15, 2015

Subject: Healthcare Staffing Professionals, Inc. (HSP)

To whom it may concern:

Dear Sir or Madam,

The purpose of this communication is to advise that the subject agency has been providing staffing services to Management Solution for nearly three years. This includes qualified and credentialed mental health, dental health, pharmacy, nursing, and a broad variety of allied healthcare registry professionals.

The HSP team is very responsive to our staff and to the clients' needs. They communicate well and work closely with our all of our departments to provide excellent service to over 30 State of California correctional facilities. We enjoy the relationship with HSP and highly recommend them as a staffing firm to prospective clients.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Goldstock", with a long horizontal line extending to the right.

Natalie Goldstock
Vice President, Contracts & Compliance
Management Solution, LLC
200 Pine Ave., Ste. 300
Long Beach, CA 90802
Phone - Toll Free: 855 502 3600, x203

cc: Amy Deak, President

DEPARTMENT OF STATE HOSPITALS - COALINGA

P. O. Box 5000
24511 West Jayne Avenue
Coalinga, CA 93210



March 20, 2015

Healthcare Staffing Professionals, Inc.
6303 Owensmouth Ave., 10th Floor
Woodland Hills, CA 91367

To Whom It May Concern,

Healthcare Staffing Professionals, Inc. has provided temp/relief staffing services at Department of State Hospitals – Coalinga for a number of years. This service provider has been very diligent in responding to requests and conforming to our Hospital's service need. Healthcare Staffing Professionals, Inc. has maintained an excellent line of communication regarding contractual obligation and adheres to all conditions of the staffing agreement(s). This contractor and its service provider(s) have built and maintained a professional rapport with patients and clinical staff as well as made customer service their top priority. Department of State Hospitals – Coalinga is very satisfied with the performance of Healthcare Staffing Professionals, Inc. and recommends them to any agency seeking a temp/relief staffing provider.

Sincerely,

A handwritten signature in cursive script that reads "Jasmine Baker".

JASMINE BAKER

Associate Governmental Program Analyst
Procurement Services
Phone: 559-935-4309
Fax: 559-935-7319
E-mail: jasmine.baker@dsh.ca.gov

DEPARTMENT OF VETERANS AFFAIRS

VETERANS HOME OF CALIFORNIA – CHULA VISTA

700 EAST NAPLES COURT

CHULA VISTA, CALIFORNIA 91911

Telephone: (619) 482-6010



FEBRUARY 20, 2014

Maxie Juzang
Healthcare Staffing Professionals, Inc.
6303 Owensmouth Ave., 10th Floor
Woodland Hills, CA 91367

Dear Maxie,

It gives me pleasure to write this recommendation of your company. As one of your clients needing relief staffing for our pharmacy, we have experienced excellent contract personnel service from you. You have always provided well qualified clinical staff in a very timely manner. You have also been able to give us the continuity in personnel that we desire which helps make our operation function well.

For any other company needing temporary staff, I would highly recommend HSP.

Sincerely,

A handwritten signature in black ink, appearing to read "HB", with a long horizontal flourish extending to the right.

Harriette Bannister
Pharmacy Manager
619-205-1123
harriette.bannister@calvet.ca.gov

DEPARTMENT OF VETERANS AFFAIRS
VETERANS HOME OF CALIFORNIA - WEST LOS ANGELES
11500 Nimitz Avenue
Los Angeles, CA 90049-4704
(424) 832-8200



April 1, 2015

State of California-Department of State Hospitals
Administrative Services Division
1600 Ninth Street, Room 101
Sacramento, California 95814

To Whom It May Concern:

I am writing on behalf of Veterans Home of California West Los Angeles (VHC-WLA). Please accept this letter of recommendation at the request of Healthcare Staffing Professionals (HSP). HSP supports us in our Rehab Department for Physical, Occupational, and Speech Therapy services. They have been our contractor for nine (9) months now. They are dependable and sensitive to our resident's needs. All these are due to the integrity of everyone at HSP, dedicated to providing medical care to VHC-WLA in a professional manner.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Fernando Campos".

Fernando Campos
Assistant Hospital Administrator
VHC-WLA

HONORING CALIFORNIA'S VETERANS

DIVISION OF ADULT INSTITUTIONS

PELICAN BAY STATE PRISON
5905 Lake Earl Drive
P.O. Box 7000
Crescent City, CA 95532



September 24, 2012

Maxie Juzang
Healthcare Staffing Professionals, Inc.
6303 Owensmouth Ave., 10th Floor
Woodland Hills, CA 91367

Dear Maxie:

Our firm has had the pleasure of being a well serviced client of Healthcare Staffing Professionals, Inc. (HSP). HSP has provided contract staffing personnel for us; specifically medical staff.

HSP goes beyond the call of duty to find qualified talent in a timely fashion to fill our needs with a professional and cheerful demeanor.

We would highly recommend HSP to other firms looking for temporary staff or permanent hire recruiting services.

Sincerely,

Original signed by

**Cynthia Gorospe
Contract Analyst**

/clg

Alta Hospitals System, Inc.



Los Angeles Community Hospital
4081 East Olympic Blvd.
Los Angeles, CA 90023
(323) 267-0477
(323) 261-0809 Fax

Los Angeles Community Hospital at Bellflower
9542 Artesia Blvd.
Bellflower, CA 90706
(562) 273-1800
(562) 273-1818 Fax

Los Angeles Community Hospital at Norwalk
13222 Bloomfield Avenue
Norwalk, CA 90650
(562) 863-4763
(562) 207-9721 Fax

*Southern California Hospital
at Hollywood*
6245 Delongpre Avenue
Los Angeles, CA 90028
(323) 462-2271
(323) 463-3830 Fax

*Southern California Hospital
at Culver City*
3828 Delmas Terrace
Culver City, CA 90232
(310) 836-7000
(310) 202-4141 Fax

*Southern California Hospital
at Van Nuys*
14433 Emelita Street
Van Nuys, CA 91401
(818) 787-1511
(818) 530-0519 Fax

August 29, 2016

Healthcare Staffing Professionals, Inc.
6914 Canby Ave., Suite 109
Reseda, CA 91367

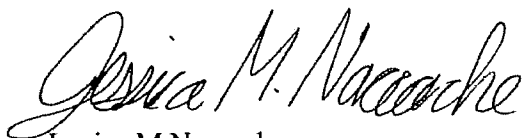
To Whom It May Concern,

It is with great pleasure that I write this recommendation for Healthcare Staffing Professionals, Inc. as one of their clients needing relief staffing for all of our Nursing and Ancillary Services.

My facilities have experienced excellent contract personnel service from you. Your company has always provided well-qualified clinical staff in a very timely manner. Your team has also been able to give us the continuity in personnel that we desire which helps make our operation function well. They always go beyond the call of duty to find qualified talent in a timely fashion to fill our needs with a professional and cheerful demeanor.

For any other facility needing temporary healthcare staff, I would highly recommend Healthcare Staffing Professionals, Inc.

Sincerely,



Jessica M Naccache
Corporate Director of Finance Operations
Alta Hospitals System, LLC

Next

Bid

GSO 1-800-322-5555
www.gso.com 1-800-322-5555
Package 1 Of 1 www.gso.com



FROM
GOLDEN STATE OVERNIGHT 96
AVID HEALTHCARE SERVICES
8880 CAL CENTER DR.
STE 400
SACRAMENTO CA 95826

SHIP TO
OSCAR GARCIA
DEPT OF PURCHASING AND CONTRACTING OF SAN DIEGO
RFB # 7637 ONLY DELIVER TO FRONT DESK BEFORE 5PM
5560 OVERLAND AVE. STE. 270
SAN DIEGO CA 92123

SHIPMENT DETAILS
C.O.D. : \$0.00 **Wgt: 0**
Ref. # :
Sp. Instr: ONLY DELIVER TO FRONT DESK. NO
T MAILROOM
Sig. Type: SIGNATURE REQUIRED



350 TRACKING NUMBER
36112816287714039

SAN A



59579491 11/28/16 20:03 PM

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CSL-05

2016/11/29 AM 10:19 53s
#14
Replaces #9

**Priority
ENVELOPE**

CS-35

Priority Overnight Delivery • California • Nevada • Arizona • New Mexico

Avid HealthCare Services
Response to Request for Bid
RFP #7637
Temporary Staffing Services



Avid HealthCare
Services

Health & Human Services Agency
Edgemoor & HHSA Pharmacies
County Purchasing & Contracting Dept.
November 30, 2016

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HHS PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
 (Please use typewriter or black ink)
 YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

UNSPSC commodity code: 80111606/85121900

DESCRIPTION

The County of San Diego, Health and Human Services Agency (HHS) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

<u>SUBJECT TO ACCEPTANCE WITHIN 90 DAYS</u>	<u>PAYMENT TERMS NET 30 DAYS OR % DAY</u>
NAME AND ADDRESS OF BIDDER AVID HEALTHCARE SERVICES STREET, CITY, STATE, ZIP 8880 CAL CENTER DR 400 SACRAMENTO CA 95826	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER: SIGNATURE _____ OFFEROR DATE _____
TELEPHONE: NUMBER () 916 903 4423 FAX TELEPHONE: () 916 473 5809	PRINTED NAME: <u>Gwen Khumalo</u>
E-MAIL: <u>gwen@avidhealthcareservices.com</u>	PRINTED TITLE: <u>Dir. of Bus. Dev.</u>

NOTIFICATION OF AWARD - ACCEPTANCE AS TO ITEM(S) NUMBERED: (VC No.)	(THIS SECTION FOR COUNTY USE ONLY) COUNTY OF SAN DIEGO BY: _____ DATE: _____ JOHN M. PELLEGRINO, DIRECTOR DEPT OF PURCHASING & CONTRACTING
--	--

TOTAL AMOUNT P&C 600 Form	AWARD No.	NAME AND TITLE OF CONTRACTING OFFICER
------------------------------	-----------	---------------------------------------

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Gwen Khumalo Signature: *G. Khumalo*
 Title: Dir. of Bus. Dev. Date: 11/28/16
 Company/Organization: Avid HealthCare Services

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-16

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
NONDISCLOSURE INDEMNIFICATION AGREEMENT

NONDISCLOSURE INDEMNIFICATION AGREEMENT


IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and
WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT - CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY;
NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	Avid Health Care Services
Authorized Representative Name:	Gwen Khumalo
Authorized Representative Title:	Dir. of Bus. Dev.
Signature: 	Date: 11/28/2016

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
PHARMACY LOCATIONS
SECTION C – STANDARD TERMS AND CONDITIONS**

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____ day of ____ 20__ (“Effective Date”) and end on ____ 20__ (“Initial Term”) period of ____ years.

OPTION TO EXTEND. The County’s option to extend is for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed _____, 20__, pursuant to Exhibit C Payment Schedule or **adjustment factor identified.** Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed \$XXXX for the initial term of this Agreement and \$XXXX for each of the XXX one year option periods, for a maximum Agreement amount of \$_____, in accordance with the method of payment stipulated in Article 4.

COTR. The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”)

*Name and Title
Address
Address
Phone, FAX and email*

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

Gwen Khumalo-Dir. of Bus. Dev.
Avid HealthCare Services
8880 Cal Center Drive, Suite 400
Sacramento, CA 95826
P. 916-903-4423 F. 916-473-5809
Gwen@Avidhealthcareservices.com

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
John M. Pellegrino, Director
Department of Purchasing and Contracting

By: Gwen Khumalo Dir. of Bus Dev.
Name and Title

Date: _____

Date: 11/28/2016

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>119</u> / Hourly	160	160	\$ 38,080
Pharmacist	\$ <u>92</u> / Hourly	195	85	\$ 25,760
Pharmacy Technician	\$ <u>35</u> / Hourly	100	275	\$ 13,125
TOTAL				\$ 76,965

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>119</u> / Hourly	160	160	\$ 38,080
Pharmacist	\$ <u>92</u> / Hourly	195	85	\$ 25,760
Pharmacy Technician	\$ <u>35</u> / Hourly	100	275	\$ 13,125
TOTAL				\$ 76,965

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOND HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$123 / Hourly	160	160	\$ 39,360
Pharmacist	\$95 / Hourly	195	85	\$ 26,600
Pharmacy Technician	\$36 / Hourly	100	275	\$ 13,500
TOTAL				\$ 79,460

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOND HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$123 / Hourly	160	160	\$ 39,360
Pharmacist	\$95 / Hourly	195	85	\$ 26,600
Pharmacy Technician	\$36 / Hourly	100	275	\$ 13,500
TOTAL				\$ 79,460

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HSA PHARMCY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>126</u> / Hourly	160	160	\$ 40,320
Pharmacist	\$ <u>98</u> / Hourly	195	85	\$ 27,440
Pharmacy Technician	\$ <u>37</u> / Hourly	100	275	\$ 13,875
TOTAL				\$ 81,635

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 923,580.00
2018	\$923,580.00
2019	\$953,520.00
2020	\$953,520.00
2021	\$979,620.00
	\$
	\$
Total Price (and basis for award)	\$4,733,820

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HSA PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

Next

Bid

FedEx®

Express

Page 1 of 1

ORIGIN ID: BCTA (800) 347-2264
SOPHIA MAESTRALES
CROSS COUNTRY HEALTHCARE
5201 CONGRESS AVE
SUITE A - B
BOCA RATON, FL 33487
UNITED STATES US

SHIP DATE: 28NOV16
ACTWGT: 0.50 LB
CAD: 109875121/NET3790

BILL SENDER

TO DEPT. OF PURCHASING AND CONTRACTING
COUNTY OF SAN DIEGO
5560 OVERLAND AVENUE
SUITE 270
SAN DIEGO CA 92123

(858) 505-8367
INV
PO

REF. 1496 CCSGA CCSELL

DEPT. 1496 CCSGA CCSELL

544J1D42F14EB



FedEx
Express



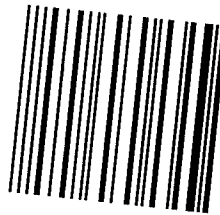
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PRITY OVERNIGHT

XH

92123
CA-US SAN

2016/11/29 AM10:42 17s



#17
[Signature]

Extremely Urgent

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A 6474 11.29

◀ Insert shipping document here.

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

UNSPSC commodity code: 80111606/85121900


DESCRIPTION

The County of San Diego, Health and Human Services Agency (HHS) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

<u>SUBJECT TO ACCEPTANCE WITHIN 90 DAYS</u>	<u>PAYMENT TERMS NET 30 DAYS OR % DAY</u>
NAME AND ADDRESS OF BIDDER	NAME AND TITLE OF PERSON AUTHORIZED
Assignment America, LLC	TO SIGN OFFER: 
STREET, CITY, STATE, ZIP	11/28/2016
6551 Park of Commerce Blvd, Boca Raton, FL 33487	SIGNATURE OFFEROR DATE
TELEPHONE: NUMBER (800) 975-1159	PRINTED NAME: <u>Todd Kasten</u>
FAX TELEPHONE: (855) 854-1612	PRINTED TITLE: <u>VP, National Accounts</u>
E-MAIL: tkasten@crosscountry.com	

NOTIFICATION OF AWARD -	(THIS SECTION FOR COUNTY USE ONLY)
ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO
(VC No.)	BY: _____ DATE: _____
	JOHN M. PELLEGRINO, DIRECTOR
	DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT	AWARD No.	NAME AND TITLE OF CONTRACTING OFFICER
P&C 600 Form		


**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Todd Kasten Signature: 
 Title: VP of National Accounts Date: 11/28/2016
 Company/Organization: Assignment America, LLC

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-18

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

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This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

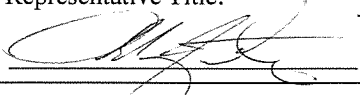
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WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	Assignment America, LLC
Authorized Representative Name:	Todd Kasten
Authorized Representative Title:	VP of National Accounts
Signature: 	Date: 11/28/2006

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

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Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

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TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>87</u> / Hourly	160	160	\$ 334,080
Pharmacist	\$ <u>82</u> / Hourly	195	85	\$ 275,520
Pharmacy Technician	\$ <u>28</u> / Hourly	100	275	\$ 126,000
TOTAL				\$ 735,600

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>88.31</u> / Hourly	160	160	\$ 339,110.40
Pharmacist	\$ <u>83.23</u> / Hourly	195	85	\$ 279,652.80
Pharmacy Technician	\$ <u>28.56</u> / Hourly	100	275	\$ 128,520
TOTAL				\$ 747,283.20

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>89.63</u> / Hourly	160	160	\$ 344,179.20
Pharmacist	\$ <u>84.48</u> / Hourly	195	85	\$ 283,852.80
Pharmacy Technician	\$ <u>29.13</u> / Hourly	100	275	\$ 131,085
TOTAL				\$ 759,117

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>90.97</u> / Hourly	160	160	\$ 349,324.80
Pharmacist	\$ <u>85.74</u> / Hourly	195	85	\$ 288,086.40
Pharmacy Technician	\$ <u>29.71</u> / Hourly	100	275	\$ 133,695
TOTAL				\$ 771,106.2

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HNSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>92.33</u> / Hourly	160	160	\$ 354,547.20
Pharmacist	\$ <u>87.02</u> / Hourly	195	85	\$ 292,387.20
Pharmacy Technician	\$ <u>30.30</u> / Hourly	100	275	\$ 136,350
TOTAL				\$ 783,284.40

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 735,600.00
2018	747,283.2
2019	\$ 759,117
2020	\$ 771,106.20
2021	\$ 783,284.40
	\$
	\$
Total Price (and basis for award)	\$3,796,390.80

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HSA PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

Next
Bid

Sender: You must seal flap before shipping.

Press here to seal. Press here to seal. Press here to seal.



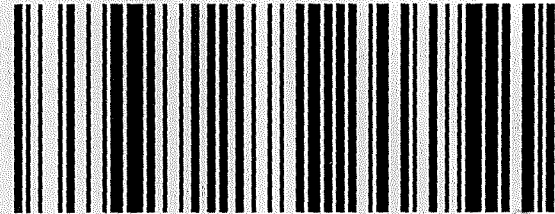
© 2011 FedEx 158396 REV 1/11 BP

11/23/2016

WebOnTrac View Shipment



800.334.5000
ontrac.com



D10011044304608

Date Printed 11/23/2016

Tracking#D10011044304608

Shipped From:
STAFF TODAY INC.
750 TERRADO PLAZA 120
COVINA, CA 91723

Sent By: ARIANA LEYVA
Phone#: (800)928-5561
wgt(lbs): 1
Reference:
Reference 2:

Ship To Company:
COUNTY OF SAN DIEGO
5560 OVERLAND AVENUE 270
SAN DIEGO, CA 92123
OSCAR GARCIA (858)505-6351

FOR DEPT OF PURCHASING AND CONTRACTING

Service: **SUNRISE**
Sort Code: **SAN**
Special Services:

2016/11/29 AM11:47 20s
#18
replaces #10

RESPONSE FOR
RFB NO. 7637

Temporary Staffing Services for Health and
Human Services Agency
Edgemoor and HHS A Pharmacies

FROM:

Staff Today Inc.

ORIGINAL



STAFF TODAY INC (STI)

The Staffing Company You Keep

212 E. Rowland Street. #313

Covina, CA 91723

800-928-5561

877-858-6263

www.stafftodayinc.com

LETTER OF TRANSMITTAL

Staff Today Inc hereinafter referred to as STI is submitting the following proposal RFB 7637 for Temporary Staffing Services for the Health and Human Service Agency (HHS), Edgemoor and HHS Pharmacies.

Our vision it to continue being the most respected organization in the staffing industry. Staff Today Inc. (STI) is a SBE Certified Company and was registered in 2011 and is a S Corporation. With the ever-changing market, STI saw an opportunity to look at other modalities in the healthcare arena. STI purchased Lead Staffing Corporation (LSC). As a result of this merger with Lead Staffing Corporation (LSC), STI has benefited from a legacy of successful medical staffing experience. Lead Staffing Corporation (LSC) had been registered since 2005. As such, STI has been in business for almost 5 years and STI for 10 years. Thus, a combined experience of over 10 years in the recruitment and placement of agency direct care professionals.

At Staff Today Inc. (STI) we believe that successful organizations are a product of experienced and talented employees. Our goal is to sustain the outstanding reputation of providing employers access to the most qualified job-seekers in the staffing industry. Our expertise in staffing solutions has given way to the discovery and development of talented individuals, who meet any employers' needs, across a wide range of job categories that we serve. STI is competitive and our mission is to function as a center and leader of the Staffing Industry. STI is a diversified staffing solutions organization, comprised of a cohesive team of innovative people, and dedicated to providing the highest quality situational staffing solutions with the greatest value. STI has management with a combined experience of over 30 years in the staffing industry. STI also has secured a Line of Credit and assets worth over \$5 million to adequately use in marketing, payroll, and research for development of our infrastructure.

Staff Today Inc. is committed to providing the necessary Pharmacy Staffing Services as required by the Health and Human Service Agency in the RFB and the Anticipated Contract. STI makes full acceptance of the requirements, terms and conditions described in this RFP & Addendums. Further, STI affirms that we have a demonstrated capacity to perform the required services and meet the minimum qualifications.

The undersigned person is the contact person and she is authorized to bind STI to the terms of the RFP offer & proposal with any subsequent contract with the Health and Human Service Agency. The proposal will remain firm for 90 days after the scheduled time of receiving bids.

Sincerely,

Ariana Leyva, HR Manager

Staff Today Inc. (STI)

212 E. Rowland Ave., #313

Covina, CA 91723

Tel: 800-928-5561 Fax: 877-858-6263

Email: HR@STAFFTODAYINC.COM

Web: www.stafftodayinc.com

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

UNSPSC commodity code: **80111606/85121900**

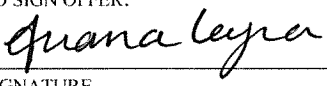
DESCRIPTION

The County of San Diego, Health and Human Services Agency (HSA) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

<u>SUBJECT TO ACCEPTANCE WITHIN 90 DAYS</u>	<u>PAYMENT TERMS NET 30 DAYS OR % DAY</u>
NAME AND ADDRESS OF BIDDER STAFF TODAY INC. (STI)	NAME AND TITLE OF PERSON AUTHORIZED
STREET, CITY, STATE, ZIP 212 E ROWLAND STREET #313 COVINA, CA 91723	TO SIGN OFFER:  11/23/2016
TELEPHONE: NUMBER (800) 928-5561	SIGNATURE OFFEROR DATE
FAX TELEPHONE: (877) 858-6263	PRINTED NAME: ARIANA LEYVA
E-MAIL: HR@STAFFTODAYINC.COM	PRINTED TITLE: HR MANAGER

NOTIFICATION OF AWARD - ACCEPTANCE AS TO ITEM(S) NUMBERED:	(THIS SECTION FOR COUNTY USE ONLY)
(VC No.)	COUNTY OF SAN DIEGO
	BY: _____ DATE: _____
	JOHN M. PELLEGRINO, DIRECTOR
	DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT	AWARD NO.	NAME AND TITLE OF CONTRACTING OFFICER
P&C 600 Form		

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: 1770880
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Ariana Leyva
 Title: hr@stafftodayinc.com
 Company/Organization: Staff Today Inc. (STI)

Signature: *Ariana Leyva*
 Date: 11/23/2016

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-10

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

California Certification Report

1770880 - STAFF TODAY INC - MB

Legal Business Name	STAFF TODAY INC		
Doing Business As	STAFF TODAY INC		
Address	212 E ROWLAND AVE STE 313	Phone	(626) 343-6763
	COVINA, CA 91723	FAX	(626) 858-6263
Email	info@stafftodayinc.com		
Web Page			
Active Certifications	SB (micro) May 8, 2014 - May 31, 2018		
Business Types	Service;		
Classifications	[801116] Temporary personnel services		
	[801117] Personnel recruitment		
Keywords	MEDICAL, CLERICAL & ALLIED STAFFING COMPANY, PROVIDING PERSONEL TO GOVERNMENT & PRIVATE INSTITUTIONS		

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS A PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>95.03</u> / Hourly	160	160	\$30,409.60
Pharmacist	\$ <u>79.05</u> / Hourly	195	85	\$22,134
Pharmacy Technician	\$ <u>23.07</u> / Hourly	100	275	\$8,651.25
TOTAL				\$61,194.85

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS A PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>97.76</u> / Hourly	160	160	\$ 31,283.20
Pharmacist	\$ <u>81.42</u> / Hourly	195	85	\$ 22,797.60
Pharmacy Technician	\$ <u>23.76</u> / Hourly	100	275	\$ 8,910.00
TOTAL				\$ 62,990.80

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>100.69</u> / Hourly	160	160	\$ 32,220.80
Pharmacist	\$ <u>83.86</u> / Hourly	195	85	\$ 23,480.80
Pharmacy Technician	\$ <u>24.47</u> / Hourly	100	275	\$ 9,176.25
TOTAL				\$ 64,877.85

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>103.71</u> / Hourly	160	160	\$ 33,187.20
Pharmacist	\$ <u>86.37</u> / Hourly	195	85	\$ 24,183.60
Pharmacy Technician	\$ <u>25.20</u> / Hourly	100	275	\$ 9,450
TOTAL				\$ 66,820.80

REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
PHARMACY LOCATIONS
SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>106.82</u> / Hourly	160	160	\$ 34,182.40
Pharmacist	\$ <u>88.96</u> / Hourly	195	85	\$ 24,908.80
Pharmacy Technician	\$ <u>25.95</u> / Hourly	100	275	\$ 9,731.25
TOTAL				\$ 68,822.45

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 734,338.20
2018	\$ 755,889.60
2019	\$ 778,534.20
2020	\$ 801,849.60
2021	\$ 825,869.40
	\$
	\$
Total Price (and basis for award)	\$ 3,846,481.00

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

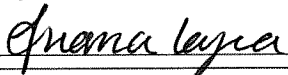
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT - CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	STAFF TODAY INC (STI)
Authorized Representative Name:	ARIANA LEYVA
Authorized Representative Title:	HR MANAGER
Signature: 	Date: 11/23/2016

STI EXPERIENCE

Company Information

Staff Today Inc. (STI) is a SBE Certified Company and was registered in 2011. STI is a S Corporation with its primary place of business located at Covina, California. STI purchased Lead Staffing Corporation (LSC) and created a new division within STI that provided per diem allied and healthcare staffing. As a result of this merger with Lead Staffing Corporation (LSC), STI has benefited from a legacy of successful medical staffing experience.

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

Name of primary contact person who can answer questions about the company's role in the proposal is below.

Alternate Contact: Aby Mamboleo
Title: CEO
Telephone: 800-928-5561 x104
Fax: 877-858-6263
Email: Lilian@stafftodayinc.com

Name of primary contact person who can handle personnel requests is below:

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

Prior Experience Providing Similar Services:

STI provides staffing services nationwide, and has accumulated a database of over five thousand personnel that can be resourced to fill any needs of this contract.

Types of Services Provided:

- **Nursing Services Professionals:** Nurse Practitioner, Director of Nursing, Registered Nurse, Licensed Vocational Nurse, Certified Nurse Assistant, Licensed Practical Nurse, Certified Home Health Nurse Assistant, Medical Assistants, Health Care Technician
- **Mental Health Professionals:** Psychiatrists, Psychiatric Technicians, Licensed Clinical Social Workers, Psychologists, Social Worker (BSW), Social Worker (MSW)
- **Dental Services Professionals:** Dentists, Dental Hygienist, Dental Assistants
- **Food Services Professionals:** Registered Dieticians
- **Medical Services Professionals:** General Physicians, Physician Assistants

- **Rehabilitation Therapy Professionals:** Occupational, Physical, Speech and Respiratory Therapists/Assistants/Aids
- **Medical Imaging Professionals:** X-Ray Technician, CT-Scan Technician, MRI Technician, Radiology Technologists, Nuclear Medicine Technologists, Mammogram Technologists
- **Pharmaceutical Professionals:** Pharmacists, Pharmacy Technicians
- **Laboratory Services Professionals:** Phlebotomist, Laboratory Medical Technologist, Clinical Laboratory Scientist
- **Administrative & Clerical:** Receptionist, Executive Assistant, Secretary, Administrative Assistant, Clerk, Data Entry etc.

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

- Harris County & Hospitals Nursing Services 2009-Present
- Tarrant County, Annual Contract for Temporary Healthcare Personnel (Pharmacy Techs, RN, LVN.CMA, Phlebotomist, Medical Coding) services- March 2015 - March 2017
- Wayne County Department of Health, Veterans & Community Wellness - Dental Assistant, Nurse Practitioner, Physician Assistant, RN, LPN, MRC, Pharmacist, Pharmacy Tech, X-ray Techs. March 2016-February 28, 2019
- Wisconsin Department of Corrections – Pharmacy (PIC, RPH & PhTech), Nursing (NP, RN, LPN, CNA), Phlebotomist, Unit Clerk, MA, Respiratory Therapist, MPAA, Medical Records Tech, Hemodialysis Techs
- Nebraska 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-May 2016
- Orange County, Florida Temporary Nursing Services (RN & LPN) October 2015-October 2016
- SUNY – Medical Staffing (Radiology Technologist, Pharmacy Tech, Phlebotomist etc.)- 8/1/2014-9/30/2015
- California Department of Corrections Nursing and Allied services for the prison facilities– 2004 - Present
- Federal Bureau of Prisons, FCI Dublin, Pharmacist Services – 10/1/2008-3/30/2014
- Federal Bureau of Prisons, FCI-Fort Dix, Pharmacist Services – 2/1/2015-Present
- Coalinga State Hospitals Pharmacist & Pharmacy Tech Services– 2005 – Present
- Napa State Hospital, Pharmacist Services 7/1/2013-6/30/2015
- Veterans Home, Chula Vista Pharmacist Services 7/1/2008-4/20/2011
- Riverside County Regional Medical Center, Pharmacist Services 2008-2012
- ITH Staffing Allied and Clerical services 2010-2017
- County of Los Angeles- Internal Services Department Clerical/Administrative – 2003 – Present
- County of Los Angeles-Sheriff's Department (Temporary Personnel Services Pharmacist Services) -2011-2017
- Department of Navy-Port Hueneme clerical – September 2011 – August 2016
- Arrowhead Regional Medical Center 1/1/09-6/30/12
- San Francisco City & County Pharmacist Services 2011-2013
- Department of Rehabilitation (Nursing) 8/15/11-6/30/13

STI has associates working in various facilities/institutions all over the country as displayed above. We have served services hospitals at the government facilities under California Department of Corrections & Rehabilitation, Mental Health facilities in CA, SC, NE, hospitals owned by University in New York, Correctional facilities in FL, NE, MI, WI, AZ, PA, TX etc. Thus, our strict commitment to the compliance of ours and each individual facility's requirements is of utmost importance.

As such, Staff Today Inc. (STI) has the experience, capabilities and resources at both the organizational and individual levels to provide temporary nursing and allied health staffing services to programs comparable in size, scope of work, and urgency as found within the Mountain Region. When the office is closed an on-call coordinator is available to provide qualified temporary staff quickly. This Contract will be responded to via order by order basis. We will provide accurate reports. We shall provide staffing during holidays and weekends as needed. We shall provide all the pertinent information and employee certifications or licenses before the work commences. The availability and commitment of our key executive staff will guarantee that the facility will be provided with the most qualified personnel available. Staff Today Inc (STI) will be successful in filling the staffing orders for all the pharmacy staffing services proposed. This is because we already have qualified people in our database that can fulfill the requirements.

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

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

References

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

1. IT and Healthcare Staffing- Staffing Company
Constance Moonzwe - CEO
Tel: 877-223-0553
Fax: 909-509-5890
Email: Constance@ITHstaffing.com
2010-Present
Under a sub-contracting agreement provided clerical, nurses and allied professionals to them for their hospital clients. We have an agreement to provide permanent placement nurses, pharmacist and other healthcare workers etc. The experience gained is beneficial to this contract as the facilities we helped staff are hospitals. Contract spend per year is \$500,000-1,000,000

2. California Department of Corrections & Rehabilitation (CDCR)
California St. Prison – Sacramento
Temporary Nursing services (Staffing for Registered Nurses, LVN and CNA)
Colin Orelli – Contracts Analyst
Tel: 916-985-8610 ext. 7050
Fax: 916-294-3135
Email: colin.orelli@cdcr.ca.gov
2010-Present
Received a contract to provide temporary relief services for Pharmacy Staffing Services at the state prison hospitals. CDCR has 33 facilities and our agreement is for a total of **\$80,903,153**. The experience gained in this contract is beneficial to the HHSAs Pharmacies as it proves that we can work within large government environments. We provide Pharmacy staff that are qualified to fit short term needs and continuous needs. STI has already recruited for this contract thus we have a database to tap into for filling needs at the HHSAs Pharmacies. STI also has several healthcare services contracts with CDCR for Physical therapist services, Occupational therapist services, pharmacist in charge, Nursing, pharmacists, pharmacy technician, Radiology technician services etc. Contract spend per year is \$2,500,000-5,000,000

3. State of New York – Office of General Services
Debra Maloney
41st Floor, Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-474-7553
Email: d1m03@health.ny.gov
Administrative Services Contract 10/25/12-10/25/17 Provide contract staff to various New York facilities such as correctional facilities, veteran homes, department of health, buffalo university etc. Contract spend per year 700,000

4. The State University of New York (SUNY) – University Hospital
Syracuse, New York

Temporary Medical Staffing

William Shepard

Tel: 315-464-4680

Fax: 315-464-4679

Email: shepardw@upstate.edu

8/1/2014-9/30/2015

Medical Services Contract to provide Registered Nurses, Technologists, Nursing Assistants, Echo Technicians, Licensed Practical Nurses, Nurse Practitioners, Therapists, Pharmacy Tech & Phlebotomy). Contract spend per year 300,000

5. Management Solutions, LLC

Tabitha Ford-Vice President

200 Pine Ave., #300

Long Beach, CA 90802

Tel 562-508-4535

Email: tabitha@vmssolution.com

9/2013-Present

Under a sub-contracting agreement provided nursing and allied healthcare staffing services such as PIC, RpH, Ph Tech, RN, LVN, C.N.A, MA,PCP, Psychiatrist and other allied health technicians to the California Department of Corrections and Rehabilitation. Contract spend per year is \$2,000,000-3,000,000

6. Nebraska Penitentiary Department of Corrections- Clinic and Hospital

Janet Arauco, RN, Nurse Supervisor

14th & Pioneers Blvd.

Lincoln, NE 68542

Tel: 402-479-3462

Fax: 402-479-3325

Email: janet.arauco@nebraska.gov

6/2014-Present

Provide nursing and allied healthcare technicians to eight facilities within the Lincoln, Omaha, York, and McCook areas of Nebraska. Contract spend per year 300,000

7. Orange County Corrections Department, Temporary Labor-Nursing Services

400 E. South Street, 2nd Floor

Orlando, FL 32801

Marie Pitzer

Tel: 407-254-8235

Email: marie.pitzer@ocfl.net Contract spend per year 100,000

8. Los Angeles County – Internal Services Department

Teresa Macias, Human Resources

1100 N. Eastern Ave

Los Angeles, CA 90063

Phone: 323-881-4653

Tmacias@isd.lacounty.gov

Temporary Agency Workers (Accountant I, Typist Clerks, Secretary, etc.)
08/01/2010 – 08/1/2016 Contract spend per year 150,000

9. Tarrant County – Annual Healthcare Personnel
100 E. Weatherford St., Suite 303
Fort Worth, TX 76196-0104
Gwen Peterson
Tel: 817-884-1145
Email: gpeterson@tarrantcounty.com
April 2014-April 2017 Contract spend per year 80,000
Provide healthcare staffing services to Tarrant county facilities.

Ability to Fill Health & Human Services Needs

STI has pioneered staffing methods and best practice strategies to meet the estimated project needs of Facilities as indicated in the RFB. 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 allied health provider positions. Our goal is to help you succeed in fulfilling your staffing needs by providing industry-leading resources, expertise and efficiency.

Staff Today Inc. (STI) can meet the personnel and staffing needs by utilizing a unique multi-brand strategy and a variety of proven and effective recruitment methods, STI can attract the largest network administrative and clerical staff all around the U.S. 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, STI has established a leading presence in the marketplace, putting a prominent face forward to best serve even the most critical clinical staffing needs of our clients.

Internet Recruiting Strategies: STI has differentiated itself in the marketplace through aggressive use of technology as a recruitment strategy. By establishing a strong Internet presence with largely, famous healthcare web portal sites as well as our company brand sites, we have been able to recruit highly qualified professionals from across the nation.

Our world-class Database performs most of the work for us, and our management and staff compliments this Database. STI uses Mindscope Cura software to run its day to day recruiting and order-filling functions, because this software allows us to place an order, track its status, confirm an employee, authorize timesheets, and so much more by a click of the mouse. This data base has a personnel skill matching capability with an excellent query. When a client calls us, it takes a moment for us to identify ideal candidates to the needs of our clients in our Database. STI also utilizes websites such as CareerBuilder, Monster, and Indeed to complement our database and only give the highest graded candidate who match that specific order for placement. All our recruiting efforts and hiring policies are customized based on a client's scope of work, and the requirements of each project that STI undertakes.

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

Availability of pertinent skills

As shown above STI has qualified personnel who have all the skills necessary to perform the tasks required by the titles in the anticipated contract. Our personnel have the pertinent skills required as we perform. Orientation, Screening, testing and have a quality assurance program to assure a high level of customer satisfaction.

Staff Today Inc (STI) has the capability to perform background checks and personnel screening if the client requires it. However, at a minimum we perform background screening of our employees and we can even process. Comprehensive background screening services that include pre-employment verifications. The comprehensive employee screening services directly addresses employment problems of workplace violence, employee theft, falsified employment applications, drug use, turnover and negligent hiring liability. This service provides us with accurately prepared reports that reveal any past criminal history, fraudulent Social Security numbers, untruthful resumes and falsified employment applications.

STI utilizes a web-based service to order employee background checks and other screening services online thus the convenience of securely submitting requests and accessing reports 24 hours a day, 7 days a week, from anywhere with an Internet connection.

We also utilize an outside company for employment drug testing and physical exams. This is because they have a nationwide network of thousands of collection sites and occupational health clinics, secure online reporting and consolidated billing. Therefore, enabling us to have all our prospective employees tested regardless of their location.

We also include Form I-9 employment verification services that enable us to reduce errors and verify employees' legal right to work in the U.S. STI utilizes E-verify to confirm work eligibility.

As mentioned above our pre-employment screening services, legal compliance expertise is very comprehensive thus helps us reduce hiring risks, increase efficiency and hire with confidence.

In addition to the 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.

Related certifications:

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

License verification:

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

References upon hire:

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

Core/specialty competencies (BLS/ACLS as applicable):

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

Pre-employment health screening:

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

Drug testing/screening and results:

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

HIPAA compliance:

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

Time and attendance:

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

TB screening (PPD):

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

Below is a summary of the level of quality we provide.

Level of quality provided by STI

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

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

Standard Professional Requirements

- 1 years of current experience

- Criminal Background checks are performed for all employees depending on contractual agreements
- Drug testing is performed per contractual agreement.
- We verify all licenses and certificates to determine that they are valid and are in good standing.
- We verify eligibility to work in the U.S.
- Reference checks are performed for the last 2 years of employment. References will be completed before candidate is assigned.
- Rigorous attendance standards enforced
- Zero tolerance for no-call, no-shows.
- Attendance policy, policy & procedures and job description on file.
- Skills testing is performed

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

STI system has the capacity to store and make available all documentation that relates to an employee's qualifications and training. For example, resumes, certifications, licenses, finger nail policy, etc.

STAFFING METHODOLOGY

Personnel Ordering Process

STI understands the HHSA Pharmacies' objectives and work requirements and is more than capable in satisfying those objectives and requirements. After several years of staffing experience, STI has established and adopted a very thorough and effective approach in providing quality services to our clients. The Personnel ordering process is described below:

- A personnel request order may be placed by the client via fax, telephone, or email.
- It is then entered into our database system.
- An acknowledgement is sent to the client to confirm order and collect any pertinent information regarding the position.
- A search is made in our system to identify potential candidates that match the skills requested.
- 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.
- Depending on the duration and scope of the requested service, we will decide upon the appropriate action in regards to security clearance or any additional testing as needed.
- 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.

Orders received are entered in our system and an acknowledgement is sent to the client/facility within a four (4) hour time frame. 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.

The HHSA Pharmacies 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 48 to 72 hours of the screening, with 40% reported the day after collection.

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.

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

STI can respond to emergencies and urgent requests as our clients can 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.

Name of primary contact person who will be assigned to handle the requests are as follows.

Primary Contact: Ariana Levya
Title: HR Manager
Telephone: 800-928-5561
Fax: 877-858-6263
Email: hr@stafftodayinc.com

Alternate Contact: Dezerie Anonas
Title: HR Associate/Compliance Manager
Telephone: 800-928-5561 ext. 103

Emergency after hours: 877-209-9370
Fax: 877-858-6263
Email: HRassociate@stafftodayinc.com
24/7 email: HR@stafftodayinc.com

Screening Process

STI screens prospective employees through interviewing, skills testing and background checks. For all temporary workers, Staff Today Inc. (STI) utilizes only the best in background checks and personnel screening process. We provide our clients with comprehensive background screening services that include pre-employment verifications. This comprehensive employee screening services directly addresses employment problems of workplace violence, employee theft, falsified employment applications, drug use, turnover and negligent hiring liability. Our screening service provides us with accurately prepared reports that reveal any past criminal history, fraudulent Social Security numbers, falsified employment applications and untruthful resumes.

We utilize a national company to perform employment drug testing and physical exams. This is because they have a nationwide network of thousands of collection sites and occupational health clinics, secure online reporting and consolidated billing. This enables us to have all our prospective employees tested regardless of their location. We also include Form I-9 employment verification (E-Verify) services that enable us to reduce errors and verify employees' legal right to work in the U.S.

STI has determined nine (9) step that are proven to work in hiring and selecting quality personnel, increasing revenue, reducing the stress that comes from dealing with problem employees, and increasing client satisfaction. Below is a list of the 9 steps: -

- (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 or the clients' criteria.

STI Detailed Employee Screening Process

1. **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.
2. **Employment Application:** A complete application, including education, work history, and references is required prior to candidate consideration.
3. **USCIS Employment Eligibility Verification, including E-Verify:** We verify work eligibility in accordance with INS regulations.
4. **Competency Testing:** To assess the skills and validate technical qualifications of qualified candidates
5. **Comprehensive Interview:** Our interviewing process includes a targeted, situational- and behavioral-based questionnaire to assist in determining character and work ethic.
6. **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.
7. **As needed -5- 9-Panel Urine Drug Screen:** The test screens for standard drugs of abuse and more commonly abused prescription medications.
8. **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.
9. **Employee Assignment Appraisals:** We request that the on-site Client Supervisor for each of our contract employees complete a formal Appraisal Form of the employee's suitability and performance at the close of each assignment. We use this information as ongoing validation of our initial professional reference sourcing, and in the decision to assign a contract employee to additional assignments with us. Appraisals are also required to be completed by the STI Compliance Manager at the close of each assignment – based upon the comprehensive performance of the employee during the assignment. This appraisal takes into account feedback received from the Client Supervisor during the assignment, as well as their compliance with STI

policies and procedures. Finally, we conduct an Annual Appraisal on all STI employees based on the performance feedback we have collected throughout the year.

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 caregiver 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

Orientation

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

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

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

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

We also explain to the worker who Management is and help them get acquainted with the operation of our organization. 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 old-timers, 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. Finally, 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 as some 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.

Clinical Assessments

In addition to the screening services above STI does license verification with every board that certifies various professionals. For example, prior to sending a pharmacist 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 Pharmacy. 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 allied assessments, as well as clinical checklists.

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.

Background Clearance

As part of the screening process, STI will conduct criminal background checks/security investigations, including fingerprinting of all temporary personnel upon request by the Executive Office for all positions at no additional cost to the County. Staff Today Inc. provides our clients a wide range and alternatives in the criminal history searches. This is performed based on the contractual agreement. The following are some of the background checks performed:

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

- County criminal history search – This information is obtained directly from the source-county. It should be noted that the only information available at this level is that which demonstrates incidents which took place in the one county. Incidents in a neighboring county will not be reported. The time period available from the courts will vary by jurisdiction. There will generally be a minimum of three years with most courts providing at least seven years and some as many as 25 years or more. STI searches county courts throughout the United States. In some jurisdictions, only the county level courts can be searched. California is an example of this research level. All searches are conducted to meet the guidelines of the state and national FCRA requirements and limitations.
 - Statewide criminal history repository – These repositories are generally maintained by a state agency such as the police department or administrative office of courts. In each state where a repository is retained, every jurisdiction is supposed to report information regarding both arrests and dispositions. The fact of the matter is that not all data is necessarily transmitted to the repository. That being said, more information is recorded than is visible in a single county search. Unfortunately, as in California, there are some states where the complete repository is not publicly disseminated. In these areas, the only research that can be conducted is at the county level. If a candidate has lived in surrounding states, then a statewide search may be conducted. Statewide repositories often go back as much as 50 years and whatever information is recorded are also reported if 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 will provide 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 the omission of 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 Services:

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

Our drug testing is outsourced and the company has an in-house MRO's. This company offers rigorous pre-employment screenings and ensures 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.

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

We perform a minimum 5 panel pre-employment drug screening on applicants. We then keep the pertinent information in our database to help assist our candidates make a transition into new work environments. We can also perform a 9, 12-point screening if needed.

Quality Control/Quality Assurance

The purpose of STI's Quality Control Program is to ensure that we provide our clients with the level of service they expect from an employment agency. Our program ensures the following: -

- **Customer satisfaction:** - by meeting and exceeding contract expectations when placing temporary workers.
- **Quality Assurance:** - by prescreening and complying with local, state and federal rules and regulation when screening and hiring temporary workers.
- **Performance Measurement:** - by performing quality checks on temporary workers' performance using client and temporary worker surveys and regular reviews by our quality management team of our QCP.

Quality Checks:

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

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

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

Our Quality Assurance Program Includes:

- Reference Verifications
- License Verifications
- Education Verifications
- Skills Evaluation
- Criminal Background Checks
- Drug Testing Upon Request
- Arrival Call Check
- Quality Control Checks During Assignment
 - ✓ First day follow-up (On the first day of the employee's assignment we will telephone you to ensure our employee arrived on time. That same day we will follow up with our employee at home to find out their experience with your company. Pertinent information will be shared with you.)
 - ✓ End-of-week follow-up (we will follow up with you again to determine if our employee's performance and attitude have satisfied your specifications.)
 - ✓ Weekly follow up calls are made to ensure productivity, dependability, and quality
 - ✓ Position modifications
 - ✓ Assignment completion
 - ✓ Evaluation of employee skills and work habits (When our employee completes his/her assignment, a short form will be sent to you to evaluate overall performance, skill and attitude)
 - ✓ Retention of performance-meeting employees
 - ✓ For longer term assignments, monthly follow up calls to our employees at home in the evening will also be completed.

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

Staff Today continually:

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

Quality Management & Assurance

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

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

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

Contract Labor Management Solutions

Staff Today Inc. adopts and continues to change our management solutions to cater to the changing technologies. STI operates from a simple premise: One size does not fit all. Our programs are customized to address the unique needs of each client, along with changing market conditions and other factors.

Executive Management Team:

The executive management team includes the CEO and CFO. As management, they provide management and leadership oversight to STI. They establish policies and guidelines under which STI operates and establish certain performance standards for the organization. They are responsible for the operation of the organization. They identify membership of the quality management team and provide oversight to it.

Quality Management Team/Leadership:

The leadership team is responsible for the implementation of the quality management plan. The leadership meets quarterly. The leadership brainstorm, review processes, research alternatives and solutions. The team also monitors and tracks implementation and effectiveness of any new processes.

The Quality management team functions include:

- Screen, select and prioritize areas for improvement
- Re-prioritize issues in response to unusual events
- Establish time frames for progress reports on quality management activities
- Approve formats for the documentation of activities
- Provide training regarding tools and approaches to the quality management process to all staff involved

- Facilitate the development and implementation of corrective action plans when deficiencies arise

Accountability:

STI places accountability for implementation of the plan and related activities on all employees. Primary accountability is placed on the members of the leadership team. Each member of the executive team and other management personnel has specific position responsibility regarding quality of care and administrative services matters.

Continuous Quality Improvement Methodology:

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

Standards:

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

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

Our talent pool is varied but at a minimum we require at least 1-2 years' experience depending on job title and client requirements. Staff Today Inc. services are dedicated to the highest standards and we are very selective in choosing our professionals. Each prospective candidate is required to meet the following qualifications as well as demonstrate their knowledge in each individual specialty. Overall on average our clerical pool has a minimum of 1-2 years' experience to 25 years of experience. Our standard professional requirements are as follows:

- One-two years of current experience
- Criminal Background checks are performed for all employees depending on contractual agreements
- Drug testing is performed for employees per request or per 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

Organizational Communication:

Several avenues have been created for management to communicate with staff and for receiving and utilizing feedback for identifying opportunities for improvement.

The executive management team is responsible for facilitating two-way communication between the management, supervisory staff and others.

Department supervisors are required to conduct meetings with their staff in order to share information and provide staff with opportunity to participate as a team in quality management. Supervisors are required to have an open-door policy at all times as well as give the staff and clients opportunity to complete satisfaction surveys as another form of communication. Feedback from our field employees and clients is actively solicited through dialogue, complaints & grievance process and surveys/forms. This feedback is utilized for the improvement of services.

Quality Management Training:

Orientation is provided for all new employees. Supervisors provide on-going quality management training.

Back-up plan:

STI will utilize the services of consultants as a backup plan. We have two offsite consultants who serve as a contract specialists and we shall call upon them to assist if the need arises.

In the event the computer system fails we have established manual and alternative contingency systems that can be utilized. In the event the system fails partially or totally, there will be a backup system that can be brought into operation.

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

An example of our possible contingency systems includes the following:

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

STI performs frequent backups to ensure recovery of the most current data version and to increase the likelihood of usable media. We use the flash drives for easy transfer of small files.

As part of our back up plan we have created a drive image that lets us restore the PC to a like-new but custom-configured state if things go awry with our system, or if disaster strikes. This is done by cloning

(and restoring) our hard drive that is stored in the external hard drive. Full back ups are done once a week and data files back up are performed daily.

STI also has an internet backup that provides us with the highest security because the data is off site should things like fire or other natural disasters destroy our facilities.

As a part of our back up plan we have regular tests performed on our back up to ensure that they are still working as required. As outlined above our back up plan will ensure that the contract will continue to be serviced with temporary professional staff even if the computer system fails hence ensuring customer satisfaction.

Results, deliverables:

At Staff Today Inc. quality service is maintained by letting our clients give us opinions on how they think we are delivering service on all our deliverables. We use phone, fax, and online surveys to measure what we need to improve and what we need to sustain. We give our customers quality assurance in all our services and take their feedback with the highest concern. This has resulted in excellent results in all our deliverables and services to our clients.

STI is dedicated to the continued development and service performance improvement of its personnel. A principle measurement of an employee's performance is the performance evaluation. Performance evaluations will be conducted on all STI field employees every two years based on hire date or more frequently as indicated by facility contractual agreement. However, performance evaluation indicators are collected on a continuous basis.

STI also has the ability to provide reports and logs upon request. The daily log will be kept in the form of the timesheet. The invoices generally will include a monthly report, but will accommodate any processing requirements based on the client's need. STI believes in meeting deadlines, that is why we have high success in dealing with our incumbent government clients. Every client has a specific goal and deadline. We strive to meet such deadline and produce reports as per the needs, while customizing such reports to our client's requests. These reports will help both STI and department of personnel administration to better manage and meet the requirements of the requested deliverable

Disciplinary actions:

All performance and behavioral issues reported from customers are given top priority and investigated by STI. Through our established quality check system, we ensure that our temporary workers meet and exceed all our clients' requirements. Poor workplace performance is handled through a process of gradual discipline. Our temporary workers are continually counseled on their performance and training is provided whenever appropriate or as needed. Temporary workers that cannot meet our standards are terminated for non-performance. Formal procedures have been developed when a problem cannot be settled informally. Reports of incompetence, negligent behavior, or misconduct will be thoroughly investigated and if necessary the individual will be suspended. These reviews and evaluations will be performed by our HR department using online or faxed surveys and reviews filled out by the client facility.

If the Facilities determine that staff sent to a job site is not qualified to do the required work, within the first four (4) hours after reporting to work, that person may be sent back at no cost to the State. Additionally, STI will comply to all cancellation, replacement, and quality requirements for temporary employees as outlined in the Scope of Work.

Next

Bid

11/28/2016

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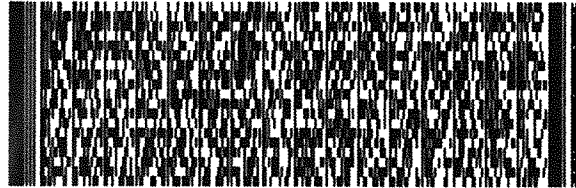
ORIGIN ID:AUNA (916) 244-2085
TIM COXEN
110 MAIN STREET
ROSEVILLE, CA 95678
UNITED STATES US

SHIP DATE: 28NOV16
ACTWGT: 0.10 LB
CAD: 108942183/RNET3790
BILL SENDER

TO OSCAR GARCIA
COUNTY OF SAN DIEGO DEPT OF PURCHAS
5560 OVERLAND AVENUE, SUITE 270

SAN DIEGO CA 92123

(916) 245-7669 REF:
INV: PO: DEPT:



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**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

UNSPSC commodity code: 80111606/85121900

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

DESCRIPTION

The County of San Diego, Health and Human Services Agency (HSA) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

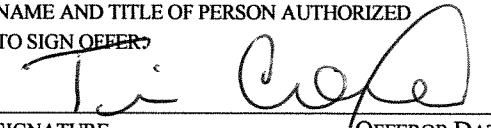
PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 | 2 | | 3 | | 4 | | 5 | |

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND ADDRESS OF BIDDER
 InSync Consulting Services, LLC
 STREET, CITY, STATE, ZIP
 110 Main Street
 Roseville, CA 95678
 TELEPHONE: NUMBER (916)-245-7669
 FAX TELEPHONE: (888) 641-3444

NAME AND TITLE OF PERSON AUTHORIZED
 TO SIGN OFFER:

 SIGNATURE OFFEROR DATE 11/29/16

PRINTED NAME: Tim Coxen

E-MAIL:

PRINTED TITLE: President

NOTIFICATION OF AWARD -
 ACCEPTANCE AS TO ITEM(S) NUMBERED:

(THIS SECTION FOR COUNTY USE ONLY)
 COUNTY OF SAN DIEGO
 BY: _____ DATE: _____
 JOHN M. PELLEGRINO, DIRECTOR
 DEPT OF PURCHASING & CONTRACTING

(VC No.)

TOTAL AMOUNT
 P&C 600 Form

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HHS PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: 17572000
 - Small Business Enterprise (SBE)
 Certification #: 17542000
 - 3.3. Are you certified by the U.S. Dept of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # See Attached
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Tim Coxen Signature: 
 Title: President Date: 11/29/16
 Company/Organization: InSync Consulting Services, LLC

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-18

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington, DC 20420

August 4, 2015

In Reply Refer To: 00VE

Mr. David Martin Eggleston
InSync Consulting Services, LLC
DUNS: 079192664
110 Main Street
Roseville, CA 95678

Dear Mr. Eggleston:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that InSync Consulting Services, LLC has been verified as a service-disabled Veteran-owned small business (SDVOSB) and added to the Veteran business database at www.vip.vetbiz.gov. InSync Consulting Services, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote InSync Consulting Services, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_s.jpg

To ensure that InSync Consulting Services, LLC is correctly listed in the Vendor Information Pages, check InSync Consulting Services, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that InSync Consulting Services, LLC is in compliance with the regulation, InSync Consulting Services, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in InSync Consulting Services, LLC being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to InSync Consulting Services, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm InSync Consulting Services, LLC's continued program eligibility.

At any time if InSync Consulting Services, LLC discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the U.S. Small

Page 2.

Mr. David Martin Eggleston

Business Administration (SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in InSync Consulting Services, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth E. Torres". The signature is fluid and cursive, with the first name being the most prominent.

Elizabeth E. Torres
Acting Director

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: InSync Consulting Services, LLC ("Offeror") with reference to the following facts:

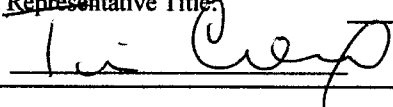
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT - CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>InSync Consulting Services, LLC</u>
Authorized Representative Name:	<u>Tim Coxen</u>
Authorized Representative Title:	<u>President</u>
Signature: <u></u>	Date: <u>11/29/16</u>

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): SB, DVBE or None ___ (If "None," go to Item #2)
- b.** Will subcontractors be used for this contract? Yes ___ No x (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? Yes ___ No x
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ___ No ___ N/A ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
	<u>None used</u>					

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: InSync Consulting Services, LLC DVBE Ref. Number: 17592000

PO/Contract Description (materials/supplies/services/equipment): Services

Solicitation/Contract Number: 7637 SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

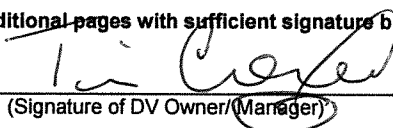
SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Tim Coxen  11/29/16
 (Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

 (Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
 (If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

 (Printed Name) (Signature) (Date Signed)

 (Address of Owner) (Telephone Number of Owner) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

Tim Coxen
 (Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>		
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) InSync Consulting, LLC</p>		
	<p>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</p>		<p>E-MAIL ADDRESS tcoxen@insynconline.net</p>
	<p>MAILING ADDRESS 110 Main Street</p>		<p>BUSINESS ADDRESS 110 Main Street</p>
	<p>CITY, STATE, ZIP CODE Roseville, CA 95678</p>		<p>CITY, STATE, ZIP CODE Roseville, CA 95678</p>
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 4 6 - 4 0 2 1 7 9 4</p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
<p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p>	<p> <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS </p>		
	<p><input checked="" type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: </p> <p style="text-align: right; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		
4	<p><input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </p>		
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p>		
	<p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Tim Coxen</p>		<p>TITLE President</p>
	<p>SIGNATURE </p>	<p>DATE 11/29/16</p>	<p>TELEPHONE 916, 245-7669</p>
6	<p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: (____) _____ Fax: (____) _____</p> <p>E-mail Address: _____</p>		

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>133</u> / Hourly	160	160	\$42,560.-
Pharmacist	\$ <u>112</u> / Hourly	195	85	\$31,360.-
Pharmacy Technician	\$ <u>39.40</u> / Hourly	100	275	\$14,775.-
TOTAL				\$88,695.-

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>133</u> / Hourly	160	160	\$42,560.-
Pharmacist	\$ <u>112</u> / Hourly	195	85	\$31,360.-
Pharmacy Technician	\$ <u>39.40</u> / Hourly	100	275	\$14,775.-
TOTAL				\$88,695.-

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>137</u> / Hourly	160	160	\$43,840.-
Pharmacist	\$ <u>115</u> / Hourly	195	85	\$32,200.-
Pharmacy Technician	\$ <u>40.58</u> / Hourly	100	275	\$15,217.50
TOTAL				\$91,257.50

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>137</u> / Hourly	160	160	\$43,840.-
Pharmacist	\$ <u>115</u> / Hourly	195	85	\$32,200.-
Pharmacy Technician	\$ <u>40.58</u> / Hourly	100	275	\$15,217.50
TOTAL				\$91,257.50

**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>141</u> / Hourly	160	160	\$45,120.-
Pharmacist	\$ <u>118</u> / Hourly	195	85	\$33,040.-
Pharmacy Technician	\$ <u>4180</u> / Hourly	100	275	\$15675.-
TOTAL				\$93,835.-

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 88,695.-
2018	88,695.-
2019	\$ 91,257.50
2020	\$ 91,257.50
2021	\$ 93,835.-
	\$
	\$
Total Price (and basis for award)	\$ 453,740.-

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

Next

Bid

Start here.

Open pre-sealed flap and insert shipping documents.

Close flap and press to seal.

Remove packing.

Where package

ORIGIN ID: KEUA (410) 910-1500
KATELYNN MCGINLEY
MAXIM
7227 LEE DEFOREST DR
COLUMBIA, MD 21046
UNITED STATES US

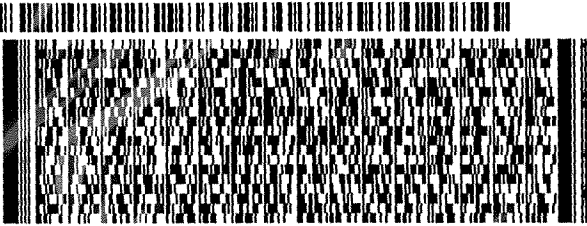
SHIP DATE: 29NOV16
ACTWGT: 0.50 LB
CAD: 103656065/NET3790
BILL SENDER

TO OSCAR GARCIA
DEPT. OF PURCHASING & CONTRACTING
5560 OVERLAND AVENUE
SUITE 270
SAN DIEGO CA 92123

544,11,042F14EB

(858) 505-6367 REF: 00-0104-08
INV: STANDARD DEPT: 00-0108-01
PO:

FedEx Ship Manager - Print Your Label(s)



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PRIORITY OVERNIGHT

TRK# 7778 1283 7406
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**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDMOOR AND HSA PHARMACIES
 SECTION A – P&C 600 FORM**

ORIGINAL

COUNTY OF SAN DIEGO
 SECTION A-P&C 600 FORM

This is not an order

Issued: October 17, 2016

MAIL OR DELIVER TO:
 DEPARTMENT OF PURCHASING & CONTRACTING
 COUNTY OF SAN DIEGO, RFB No. 7637
 5560 OVERLAND AVE., SUITE 270
 SAN DIEGO, CA 92123

FOR INFORMATION, PLEASE CALL:
CO

BID OPENING DATE: DATE

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
 RESPONSIBLE BIDDER BASED ON:

**BIDS MUST BE RECEIVED AT THE ABOVE
 ADDRESS PRIOR TO 11:00 A.M.
 ON DATE OF BID OPENING: NOVEMBER 15, 2016**

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

PLEASE STATE YOUR LOWEST PRICE
 F.O.B. DESTINATION AND BRAND NAME
 OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7637

UNSPSC commodity code: 80111606/85121900

DESCRIPTION

The County of San Diego, Health and Human Services Agency (HHS) is seeking a contractor to provide Temporary Staffing Services in accordance with the Terms & Conditions and the Statements of Work reflected herein.

- INITIAL TERM: JANUARY 1, 2017 – DECEMBER 31, 2017
- 1ST COUNTY OPTION: JANUARY 1, 2018 – DECEMBER 31, 2018
- 2ND COUNTY OPTION: JANUARY 1, 2019 – DECEMBER 31, 2019
- 3RD COUNTY OPTION: JANUARY 1, 2020 – DECEMBER 31, 2020
- 4TH COUNTY OPTION: JANUARY 1, 2021 – DECEMBER 31, 2021

PRICING SUBMITTED IS TO REMAIN FIRM FOR EACH OF THE INITIAL AND OPTION TERM PERIODS IDENTIFIED ABOVE. INITIAL TERM AND ALL OPTION YEARS MUST BE BID. AWARD WILL BE MADE BASED ON THE TOTAL OF THE INITIAL TERM AND ALL THE OPTIONS IN THE PRICING SCHEDULE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

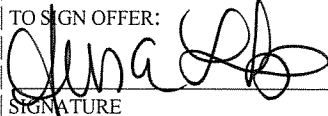
SUBJECT TO ACCEPTANCE WITHIN **90** DAYS

PAYMENT TERMS NET **30** DAYS OR % DAY

NAME AND ADDRESS OF BIDDER

NAME AND TITLE OF PERSON AUTHORIZED

Maxim Healthcare Services, Inc.
 STREET, CITY, STATE, ZIP
 7227 Lee Deforest Drive
 Columbia, MD. 21046
 TELEPHONE: NUMBER (410)910-1596
 FAX TELEPHONE: ()

TO SIGN OFFER:

 SIGNATURE OFFEROR DATE 11/29/16

PRINTED NAME: Jessa Lombo

E-MAIL: jekerako@maxhealth.com

PRINTED TITLE: Assistant Controller

NOTIFICATION OF AWARD -
 ACCEPTANCE AS TO ITEM(S) NUMBERED:

(THIS SECTION FOR COUNTY USE ONLY)
 COUNTY OF SAN DIEGO

(VC No.)

BY: _____ DATE: _____
 JOHN M. PELLEGRINO, DIRECTOR
 DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT
 P&C 600 Form

AWARD No.

NAME AND TITLE OF CONTRACTING OFFICER

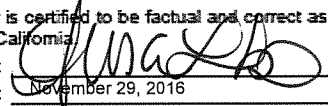
**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 EDGEMOOR AND HHS PHARMACIES
 NONDISCLOSURE INDEMNIFICATION AGREEMENT**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Jessa Lombo Signature: 
 Title: Assistant Controller Date: November 29, 2016
 Company/Organization: Maxim Healthcare Services, Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-16

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE BID

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
NONDISCLOSURE INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: ("Offeror") with reference to the following facts:

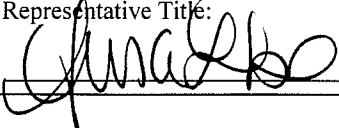
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	Maxim Healthcare Services, Inc.
Authorized Representative Name:	Jessa Lombo
Authorized Representative Title:	Assistant Controller
Signature: 	Date: November 29, 2016



**REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES**

Pricing shall remain fixed during each separately priced initial year and option period(s).

Each hourly rate shall be all inclusive meaning that no additional or extra costs will be paid to Contractor for temporary staffing. Hourly rate is the only pricing allowed on any invoices submitted to County.

Estimated monthly averages of hours are based on historical data and there is no guarantee of hours for requested services under this contract.

Contractor payments will be reimbursed according to the following Payment Schedule:

FY 16-17 – January 1, 2017- December 31, 2017:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>88.00</u> / Hourly	160	160	\$ 28,160.00
Pharmacist	\$ <u>82.00</u> / Hourly	195	85	\$ 22,960.00
Pharmacy Technician	\$ <u>\$24.75</u> / Hourly	100	275	\$ 9,281.25
TOTAL				\$ 724,815.00

FY 17-18- January 1, 2018- December 31, 2018:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HSA PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>88.00</u> / Hourly	160	160	\$ 28,160.00
Pharmacist	\$ <u>83.00</u> / Hourly	195	85	\$ 23,240.00
Pharmacy Technician	\$ <u>25.00</u> / Hourly	100	275	\$ 9,375.00
TOTAL				\$ 729,300.00

REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
PHARMACY LOCATIONS
SECTION C – EXHIBIT B- INSURANCE REQUIREMENTS

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 18-19 - January 1, 2019 - December 31, 2019:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>89.00</u> / Hourly	160	160	\$ 28,480.00
Pharmacist	\$ <u>83.00</u> / Hourly	195	85	\$ 23,240.00
Pharmacy Technician	\$ <u>25.00</u> / Hourly	100	275	\$ 9,375.00
TOTAL				\$ 733,140.00

FY 19-20 - January 1, 2020- December 31, 2020:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HHS PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ <u>89.00</u> / Hourly	160	160	\$ 28,480.00
Pharmacist	\$ <u>84.00</u> / Hourly	195	85	\$ 23,520.00
Pharmacy Technician	\$ <u>25.25</u> / Hourly	100	275	\$ 9,468.75
TOTAL				\$ 737,625.00

REQUEST FOR BID (RFB) 7637
 TEMPORARY STAFFING SERVICES FOR
 HEALTH AND HUMAN SERVICES AGENCY
 PHARMACY LOCATIONS
 SECTION C – EXHIBIT C- PRICING SCHEDULES

FY 20-21- January 1, 2021- December 31, 2021:

TEMPORARY STAFF CLASSIFICATION	ALL INCLUSIVE HOURLY RATE FOR REIMBURSEMENT	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT HNSA PHARMACY	ESTIMATED MINIMUM MONTHLY AVERAGE OF HOURS AT EDGEMOOR HOSPITAL	TOTAL PRICE
Chief Pharmacist	\$ 90.00 / Hourly	160	160	\$ 28,800.00
Pharmacist	\$ _____ / Hourly	195	85	\$ 23,520.00
Pharmacy Technician	\$ _____ / Hourly	100	275	\$ 9,562.50
TOTAL				\$ 742,590.00

Contract Term: January 2017 - December 31, 2021

CALENDAR YEARS	TOTAL AMOUNT
JAN 2017 – DEC 2017	\$ 724,815.00
2018	\$ 729,300.00
2019	\$ 733,140.00
2020	\$ 737,625.00
2021	\$ 742,590.00
	\$
	\$
Total Price (and basis for award)	\$ 3,667,470.00

SUBMIT THIS COMPLETED FORM AS PER THE BID INSTRUCTIONS.

**REQUEST FOR BID (RFB) 7637
TEMPORARY STAFFING SERVICES FOR
HEALTH AND HUMAN SERVICES AGENCY
EDGEMOOR AND HHS PHARMACIES
SECTION D – PRE-AWARD SURVEY REQUIRED INFORMATION**

MINIMUM/MANDATORY REQUIREMENTS

RESPONDENTS ARE REQUIRED TO PROVIDE AN ANSWER TO ALL QUESTIONS IN THIS SECTION. IF ANY OFFEROR IS UNABLE TO ANSWER YES TO ANY OF THE SPECIFIED YES/NO QUESTIONS WITHIN THIS SECTION AND IS NOT ABLE TO SUBMIT DOCUMENTATION (IF REQUESTED) REQUIRED IN ITEMS #1, #2, #3, #4, #5, IN THE FORMAT REQUESTED, THEY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THIS RFB.

1. Confirm Yes/No that your organization is a fully operational pharmacy staffing company with a minimum of three years' experience providing services similar to those detailed in the Statement of Work (SOW).

YES NO

2. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a minimum of two (2) favorable references from organizations / agencies for which you have provided similar services to the SOW within the past three years.

YES NO

3. Confirm Yes/No that your organization has and can provide documentation to support a minimum of ninety (90) days cash or credit reserves to compensate it's employees and independent contractors in relation to the annual proposed estimated contract value.

YES NO

4. Confirm Yes/No that your organization can, as part of the pre-award survey, provide a list of qualified staff (chief pharmacists, pharmacists, and pharmacy technicians), if requested, that will be performing services under this contract.

YES NO

5. Confirm Yes/No that your organization can, as part of the pre-award survey, provide evidence of required certifications and qualifications of relevant proposed staff personnel, ie TB testing, State Board of Pharmacy licensing, and background checks.

YES NO

Additional Notes:

In conjunction with the County's pre-award survey, requested information must be provided within two (2) business days of the County's request unless otherwise specified to be submitted with bid. If the requested information is not provided to the County within the required time frames, the County may deem the Bid non-responsive. The County reserves the right to request information from any of the Bidders after the bid opening.

