

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 17, 2010

CHANGE NOTICE NO. 11
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Carol Wilson (517) 780-6076 Health Care Staffing Services – Michigan Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: September 30, 2010		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED through September 30, 2010.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per Contractor agreement and DTMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$12,602,528.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

April 22, 2010

CHANGE NOTICE NO. 10
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Carol Wilson (517) 780-6076 Health Care Staffing Services – Michigan Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: July 14, 2010		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED through July 14, 2010.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 4/20/2010, and DTMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$12,602,528.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 13, 2009

CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Carol Wilson (517) 780-6076 Health Care Staffing Services – Michigan Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2010		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately the following position is hereby added to this Contract:

JOB CLAIMS	NIGP CODE	HOURLY RATE	MARKUP %	BILLING RATE
Case Management	952-15	\$33.00 (weekday) \$34.00 (weekend)	49%	\$49.17 (weekday) \$50.32 (weekend)

Job duties for the above position are attached herewith.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$12,602,528.00

Social Worker/Case Management (MSW, SW)
Job Duties

The Social Worker, Case Manager, Master Degree Social Worker will perform the full range of treatment and testing duties. Using considerable independent judgment to coordinate patient care across disciplines with other members of the health care team, to insure desired outcomes, quality care and cost efficient use of resources. Completes patient assessments provides brief individual counseling, facilitates groups discuss concerns with prisoners. Builds relationships, provides discharge planning and contact with families and outside agencies as needed.

- Provide direct patient care independently in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department, and other special units.
- Provide direct patient independently in ambulatory healthcare clinics in the Jackson Medical Complex, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Obtains case history, select appropriate social work method of age specific treatment. According to Michigan Department of Corrections established policies, procedures, protocols and standards.
- Performs complete psychosocial and spiritual assessments; reassessments, mental status examinations, complete death prearrangement questionnaires on all patients, as clinically appropriate.
- Contacts medical service providers to report change in patient condition or response to treatment.
- Obtain and carry out orders as necessary.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Collaborate with all members of the health care team
- Requires daily contact with prisoners whose security levels range from minimum to maximum.
- Coordination of Patient Care. Coordination patient care across disciplines with others members of the health care team. Ensure patients discharge needs can be met or facilitates a transfer to an appropriate facility where needs can be met.

- Document appropriate in S.O.A.P. format on the Progress Notes and utilize flow sheets as indicated.
- Interact and communicates with patients, family other members of the health care team
- Management of Environment of Care.

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

February 26, 2009

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (864) 675-9151
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2010		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED through April 14, 2010.
NOTE: The telephone number for Jerry Bishop is changed to (864) 675-9151. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS:

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

November 18, 2008

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2009		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective November 18, 2008, one (1) Medical Assistant position is added for the Saginaw Correctional Facility and two (2) Medical Assistant positions are added for the Bellamy Creek Correctional Facility for 6 months from the date of this notification. The job duties, hourly rate, and billing rate remain the same as specified in this Contract.

The addresses and contact information are as follows:

- Bellamy Creek Correctional Facility**
1727 W. Bluewater Highway
Ionia, MI 48846
Contact: Karen Hubbard – Telephone (616) 527-9775
- Saginaw Correctional Facility**
9625 Pierce Road
Freeland, MI 48623
Contact: Becky Scherf - Telephone (989) 695-9880 Ext. 1138

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of MDOC, and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$12,602,528.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 6, 2008

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2009		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED through April 14, 2009, and INCREASED by \$1,800,000.00. All other terms, conditions, and pricing remain the same.

AUTHORITY/REASON:

Per request of MDOC, Ad Board approval on 3/4/08, and DMB/Purchasing Operations' approval.

TOTAL REVISED AUTHORIZED SPEND LIMIT: \$12,602,528.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 22, 2007

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **INCREASED** by \$1,802,528.00. Furthermore, the following language is incorporated into this Contract:

“For Correctional Facilities: For all staff recruited for a Correctional Facility, the CONTRACTOR shall have a program that subjects all employees and independent contractors filling full or part-time positions to both pre-employment, and for cause, alcohol and drug testing. Drug testing shall include all controlled substances as identified in Article 7 of the Michigan Public Health Code, 1978 Public Act 368, as amended, being MCL 333.7101, et seq.. A positive, or non-passing drug test may result in refusal to enter a Correctional Facility. Entry to a Correctional Facility will be at the sole discretion of the Michigan Department of Corrections and/or the Correctional Facility Administration.”

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DOC and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$10,802,528.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

April 6, 2007

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, the following is incorporated into this Contract:

1. Medical Assistant position is added to the Contract (see "Job Duties" attached).
2. The Commodity Code is 961-30-62.
3. The hourly rate is \$16.00 per hour. Billing rate is \$24.16 per hour.
4. Saturday and Sunday rates are: \$17.00 per hour – Hourly rate
\$25.67 per hour – Billing rate

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DOC and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$9,000,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 17, 2006

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com	TELEPHONE (678) 445-7141 Jerry R. Bishop VENDOR NUMBER/MAIL CODE (004) BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections	
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately the following positions are hereby added to this contract:

JOB CLAIMS	NIGP CODE	HOURLY RATE	MARKUP %	BILLING RATE
Respiratory Therapist	961-30-23-6506	\$33.00 (weekday) \$34.00 (weekend)	49%	\$49.17 (weekday) \$50.32 (weekend)
Social Worker	961-30-23-7702	\$33.00 (weekday) \$34.00 (weekend)	49%	\$49.17 (weekday) \$50.32 (weekend)

Job duties for the above positions are attached herewith.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: **\$9,000,000.00**

Respiratory Therapist (RRT)
Job Duties

The Respiratory Therapist will perform the full range of treatment and testing duties. Using considerable independent judgment to adjust treatment plans and recommend pulmonary treatment programs for physicians to review and approval. Working under the general review of physicians, nursing supervisors and responsible for in-service training of staff. Duties will include:

- Provide direct patient care independently in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department, and other special units.
- Provide direct patient independently in ambulatory healthcare clinics in the Jackson Medical Complex, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Provides total respiratory therapy care, including assessing, planning, implementing patient care, according to Michigan Department of Corrections established policies, procedures, protocols and standards.
- Responds to all medical emergencies and initiate and sustain life-saving procedures as clinically appropriate.
- Contacts medical service providers to report change in patient condition or response to treatment.
- Obtain and carry out orders as necessary.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Teaches patient health care and self-care as needed.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.
- Conducts aerosol and intermittent positive pressure breathing treatments using nebulizers, respirators, and dilator medications.
- Sets up EKG machine, position leads onto patients, and run electrocardiograms (EKG's).
- Performs pulmonary function tests using a Spirometer; calculates lung volume and vital capacities.

- Sets up and adjusts portable volume ventilators and chest shell ventilators, and checks on ventilator patients.
- Nebulizes, suctions, and collects sputum using naso-tracheal suction catheter; sends specimens to laboratory for analysis.
- Listens to lung sound using stethoscope to evaluate locations of respiratory problems; observes patient signs and symptoms.
- Percusses patient's chest and back using air trapping techniques, and positions patient for drainage.
- Sets up, operates, and adjusts oxygen therapy equipment and humidifiers.
Checks piped-in and emergency oxygen supplies, changes tanks, and orders oxygen.
- Keeps records of treatments, does patient charting, and orders supplies.
Educates patients concerning respiratory problems and consults with nursing staff.
- Disassembles, cleans, and sterilizes equipment, and performs preventative maintenance and calibration of machines.
- Performs related work as assigned.

Social Worker (MSW, SW)
Job Duties

The Social Worker, Case Manager, Master Degree Social Worker will perform the full range of treatment and testing duties. Using considerable independent judgment to coordinate patient care across disciplines with other members of the health care team, to insure desired outcomes, quality care and cost efficient use of resources. Completes patient assessments provides brief individual counseling, facilitates groups discuss concerns with prisoners. Builds relationships, provides discharge planning and contact with families and outside agencies as needed.

- Provide direct patient care independently in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department, and other special units.
- Provide direct patient independently in ambulatory healthcare clinics in the Jackson Medical Complex, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Obtains case history, select appropriate social work method of age specific treatment. According to Michigan Department of Corrections established policies, procedures, protocols and standards.
- Performs complete psychosocial and spiritual assessments; reassessments, mental status examinations, complete death prearrangement questionnaires on all patients, as clinically appropriate.
- Contacts medical service providers to report change in patient condition or response to treatment.
- Obtain and carry out orders as necessary.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Collaborate with all members of the health care team
- Requires daily contact with prisoners whose security levels range from minimum to maximum.
- Coordination of Patient Care. Coordination patient care across disciplines with others members of the health care team. Ensure patients discharge needs can be met or facilitates a transfer to an appropriate facility where needs can be met.

- Document appropriate in S.O.A.P. format on the Progress Notes and utilize flow sheets as indicated.
- Interact and communicates with patients, family other members of the health care team
- Management of Environment of Care.

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 16, 2005

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc.		Jerry R. Bishop
1983 Marcus Avenue		VENDOR NUMBER/MAIL CODE
Lake Success, NY 11042		(004)
jbishop@atchealthcare.com		BUYER/CA (517) 373-7396
		Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki		
Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective April 15, 2005 the following changes are incorporated into this contract:

1. The rates for certified Nursing Assistants, Licensed Practical Nurse and Medical Records Clerk are revised as attached.
2. All CNAs currently on staff will continue to be paid at \$14/hour weekdays and \$15/hour weekends. Companies will add their standard mark-up to establish the billing rates.
3. Overtime shall be paid anytime a temporary works more than 40 hours per week in any given period of time.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

DMB/(DOC)

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$9,000,000.00

APPENDIX B (Revised)
Pricing Page
Health Care Staffing Services
State of Michigan
CONTRACT #071B5200262 –ATC HEALTHCARE
Bid for 2005-2006

Job Classification	NIGP Code	Hourly rate Paid to Employees (\$)	Contractor's Mark up (%) + (\$)	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$33.00/hour weekdays	49%	\$49.17	21,840	
		\$34.00/hour weekends	48%	\$50.32	4,160	
2. Licensed Practical Nurse	961-30-23-4600	\$24.00/hour weekdays	69%	\$40.56	21,840	
		\$25.00/hour weekends	69%	\$42.25	4,160	
3. Phlebotomist/Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	39%	\$28.00	4,160	
4. Paramedics/EMT	961-30-23-5458	\$21.54/hour weekdays	44%	\$31.00	5,616	
		\$22.54/hour weekends	42%	\$32.00	624	
5. Medical Records, Clerk	961-30-23-4758	\$15.00/hour weekdays	27%	\$19.05	10,400	
6. Certified Nursing Assistant	961-30-23-1226	\$13.00/hour weekdays	67%	\$21.71	33,280	
		\$14.00/hour weekends	67%	\$23.38	8,320	
					2005-2006 Subtotal	

APPENDIX B (Revised)
Pricing Page
Health Care Staffing Services
State of Michigan
CONTRACT #071B5200262 –ATC HEALTHCARE
Bid for 2006-2007

Job Classification	NIGP Code	Hourly rate Paid to Employees (\$)	Contractor's Mark up (%) + (\$)	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$33.00/hour weekdays	49%	\$49.17	21,840	
		\$34.00/hour weekends	48%	\$50.32	4,160	
2. Licensed Practical Nurse	961-30-23-4600	\$24.00/hour weekdays	69%	\$40.56	21,840	
		\$25.00/hour weekends	69%	\$42.25	4,160	
3. Phlebotomist/Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	39%	\$28.00	4,160	
4. Paramedics/EMT	961-30-23-5458	\$21.54/hour weekdays	44%	\$31.00	5,616	
		\$22.54/hour weekends	42%	\$32.00	624	
5. Medical Records, Clerk	961-30-23-4758	\$15.00/hour weekdays	27%	\$19.05	10,400	
6. Certified Nursing Assistant	961-30-23-1226	\$13.00/hour weekdays	67%	\$21.71	33,280	
		\$14.00/hour weekends	67%	\$23.38	8,320	
					2006-2007 Subtotal	

APPENDIX B (Revised)
Pricing Page
Health Care Staffing Services
State of Michigan
CONTRACT #071B5200262 –ATC HEALTHCARE
Bid for 2007-2008

Job Classification	NIGP Code	Hourly rate Paid to Employees (\$)	Contractor's Mark up (%) + (\$)	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$33.00/hour weekdays	49%	\$49.17	21,840	
		\$34.00/hour weekends	48%	\$50.32	4,160	
2. Licensed Practical Nurse	961-30-23-4600	\$24.00/hour weekdays	69%	\$40.56	21,840	
		\$25.00/hour weekends	69%	\$42.25	4,160	
3. Phlebotomist/Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	39%	\$28.00	4,160	
4. Paramedics/EMT	961-30-23-5458	\$21.54/hour weekdays	44%	\$31.00	5,616	
		\$22.54/hour weekends	42%	\$32.00	624	
5. Medical Records, Clerk	961-30-23-4758	\$15.00/hour weekdays	27%	\$19.05	10,400	
6. Certified Nursing Assistant	961-30-23-1226	\$13.00/hour weekdays	67%	\$21.71	33,280	
		\$14.00/hour weekends	67%	\$23.38	8,320	
					2007-2008 Subtotal	

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 24, 2005

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042 jbishop@atchealthcare.com		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008		
TERMS	N/A	SHIPMENT
F.O.B.	N/A	SHIPPED FROM
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective April 15, 2005, the hourly rate and the billing rate for RNs are hereby revised as follows:

Job Classification	NIGP Code	Hourly Rate	Contractor's Mark-up	Billing Rate
Registered Nurse	961-30-23-6357	\$33/hour weekdays	49%	\$49.17
		\$34/hour weekends	48%	\$50.32

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

DMB/Ray Tamminga (DOC)

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$9,000,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

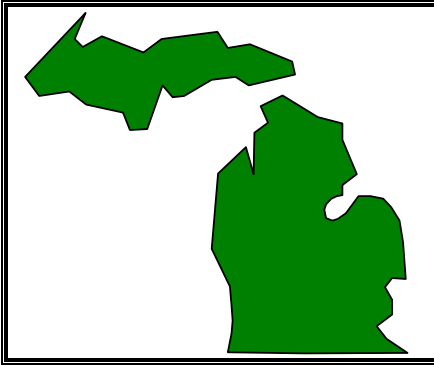
April 20, 2005

NOTICE
TO
CONTRACT NO. 071B5200262
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (678) 445-7141
ATC Healthcare Services, Inc. 1983 Marcus Avenue Lake Success, NY 11042		Jerry R. Bishop
		VENDOR NUMBER/MAIL CODE (004)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing Services – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

The terms and conditions of this Contract are those of **ITB #071I5200043**, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$9,000,000.00**



**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

**ATC HEALTHCARE SERVICES
Contract No. 071B5200262
HEALTH CARE STAFFING SERVICES FOR DEPARTMENT OF CORRECTIONS**

Buyer Name: Andy Ghosh, CPPB, Buyer Specialist
Telephone Number: 517-373-7396
E-Mail Address: ghosha@michigan.gov



Health Care Staffing – MDOC, Bureau of Health Care Services, Jackson Medical Complex

Article 1 – Statement of Work (SOW)	5
1.0 Project Identification	5
1.001 PROJECT REQUEST	5
1.002 BACKGROUND	5
1.1 Scope of Work and Deliverables	5
1.101 IN SCOPE	5
1.102 OUT OF SCOPE	5
1.103 TECHNICAL ENVIRONMENT	5
1.104 WORK AND DELIVERABLE	5
1.2 Roles and Responsibilities	6
1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES	6
1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES	7
1.203 OTHER ROLES AND RESPONSIBILITIES	7
1.3 Project Plan	7
1.301 PROJECT PLAN MANAGEMENT	7
1.302 REPORTS	7
1.4 Project Management	7
1.401 ISSUE MANAGEMENT	7
1.402 RISK MANAGEMENT	7
1.403 CHANGE MANAGEMENT	8
1.5 Acceptance	8
1.501 CRITERIA	8
1.502 FINAL ACCEPTANCE	8
1.6 Compensation and Payment	8
1.7 Additional Terms and Conditions Specific to this SOW	8
Article 2 – General Terms and Conditions	9
2.0 Introduction	9
2.001 GENERAL PURPOSE	9
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR	9
2.003 NOTICE	9
2.004 CONTRACT TERM	9
2.005 GOVERNING LAW	10
2.006 APPLICABLE STATUTES	10
2.007 RELATIONSHIP OF THE PARTIES	10
2.008 HEADINGS	11
2.009 MERGER	11
2.010 SEVERABILITY	11
2.011 SURVIVORSHIP	11
2.012 NO WAIVER OF DEFAULT	11
2.013 PURCHASE ORDERS	11
2.1 Vendor/Contractor Obligations	11
2.101 ACCOUNTING RECORDS	11
2.102 NOTIFICATION OF OWNERSHIP	11
2.103 SOFTWARE COMPLIANCE	12
2.104 IT STANDARDS	12
2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)	12
2.106 PREVAILING WAGE	12
2.107 PAYROLL AND BASIC RECORDS	12
2.108 COMPETITION IN SUB-CONTRACTING	13
2.109 CALL CENTER DISCLOSURE	13
2.2 Contract Performance	13
2.201 TIME IS OF THE ESSENCE	13
2.202 CONTRACT PAYMENT SCHEDULE	13
2.203 POSSIBLE PROGRESS PAYMENTS	13
2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)	13
2.205 ELECTRONIC PAYMENT AVAILABILITY	14
2.206 PERFORMANCE OF WORK BY CONTRACTOR	14



2.3	Contract Rights and Obligations	14
2.301	INCURRING COSTS	14
2.302	CONTRACTOR RESPONSIBILITIES.....	14
2.303	ASSIGNMENT AND DELEGATION	14
2.304	TAXES	14
2.305	INDEMNIFICATION.....	15
2.306	LIMITATION OF LIABILITY	17
2.307	CONTRACT DISTRIBUTION	17
2.308	FORM, FUNCTION, AND UTILITY	17
2.309	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION.....	17
2.310	RESERVED	17
2.311	TRANSITION ASSISTANCE.....	17
2.312	WORK PRODUCT.....	18
2.313	PROPRIETARY RIGHTS	18
2.314	WEBSITE INCORPORATION.....	18
2.4	Contract Review and Evaluation.....	18
2.401	CONTRACT COMPLIANCE INSPECTOR	18
2.402	PERFORMANCE REVIEWS.....	19
2.403	AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS.....	19
2.5	Quality and Warranties.....	20
2.501	PROHIBITED PRODUCTS	20
2.502	RESERVED	20
2.503	RESERVED	20
2.504	GENERAL WARRANTIES (goods).....	20
2.505	CONTRACTOR WARRANTIES.....	20
2.506	STAFF	21
2.507	SOFTWARE WARRANTIES.....	21
2.508	EQUIPMENT WARRANTY	18
2.509	PHYSICAL MEDIA WARRANTY	21
2.6	Breach of Contract	21
2.601	BREACH DEFINED.....	21
2.602	NOTICE AND THE RIGHT TO CURE.....	22
2.603	EXCUSABLE FAILURE.....	22
2.7	Remedies.....	22
2.701	CANCELLATION.....	22
2.702	RIGHTS UPON CANCELLATION	24
2.703	LIQUIDATED DAMAGES	24
2.704	STOP WORK.....	24
2.705	SUSPENSION OF WORK.....	25
2.8	Changes, Modifications, and Amendments	25
2.801	APPROVALS.....	25
2.802	TIME EXTENTIONS	25
2.803	MODIFICATION.....	25
2.804	AUDIT AND RECORDS UPON MODIFICATION.....	26
2.805	CHANGES	26
3.307	LIABILITY INSURANCE	27

APPENDICES

APPENDIX A - JOB DUTIES

APPENDIX B - (REVISED) - PRICING PAGE

APPENDIX C - CONTRACTOR'S TECHNICAL PROPOSAL (EXCERPTS ONLY)



Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

This contract is for Temporary Employment Services for Registered Nurses, Licensed Practical Nurses, Paramedics, Phlebotomists, Medical Records Clerks, and Certified Nursing Assistants for the Jackson Medical Complex, including Duane Waters Hospital.

The contract is of the following type:

Percent Mark Up Rates as quoted in Appendix B (revised) are the maximum and will be firm for the duration of the contract. Acquisition Services may annually review hourly rates paid and make adjustments based on market conditions, if needed.

1.002 BACKGROUND

Recruiting efforts including classified advertising have been exhausted. Job postings on Civil Service website posting are continuous for the positions. Jackson Medical Complex will continue to utilize all available means to recruit and fill vacancies with full time Civil Service staff. It is estimated that an assignment may last up to 832 hours. The duration of each assignment will dependent on the type of the program as well as the vacancy at the agency.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

The contractor shall, at the specific request of the state, provide Licensed Nurses to provide nursing services in any correctional facility within the Bureau of Health Care Services, Jackson Medical Complex (JMC), including the ambulatory clinics and Duane Waters Hospital, and C-Unit. The contractor, and the staff provided by the contractor shall follow the Michigan Department of Corrections' policy directives, rules, regulations and procedures. Registered Nurses shall also follow the Bureau of Health Care Services Clinical Guidelines for Registered Nurses.

1.102 OUT OF SCOPE Reserved

1.103 TECHNICAL ENVIRONMENT

The Contractor will provide health care staff as described above to work within the Correctional Facilities within the JMC. The personnel provided by the contractor will be required to provide treatment to prisoners in the Correctional Facilities and the Duane Waters Hospital and C Unit.

Personnel provided by the Contractor will be required to become familiar with and utilize the Michigan Department of Corrections (MDOC) Electronic Medical Record (EMR) as well as other computer tracking and communication systems (such as the Pharmacy tracking system (PTS), the Health Management Information System (HMIS), the email system and all other computerized functions necessary for performance of the tasks required.

1.104 WORK AND DELIVERABLE

Contractor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Primary Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. The State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including recruitment, scheduling, and payment of any and all charges resulting from this contract.

The State reserves the right to approve subcontractors for this project and to require the Prime contractor to replace subcontractors or subcontractor personnel found to be unacceptable. The Prime Contractor is totally responsible for adherence by any and all subcontractors to the provisions of this contract.

All staff provided by the Contractor shall have and maintain all applicable current licenses to practice in the State of Michigan.



The JMC staff reserves the right to interview and accept or reject each candidate supplied by the Contractor.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

- a. The Contractor will provide Registered Nurses, Licensed Practical Nurses, Paramedics, Phlebotomists, and other personnel pursuant to this contract to work in the JMC, do for any day and or any shift. The work day in the ambulatory clinics is generally a 8 and ½ hour shift (with a ½ hour lunch) between the hours of 5:30 AM and 10:00 PM (depending upon the needs and schedule of the individual clinics) , seven days per week including weekends and Holiday. The work day in the inpatient units in the Waters Hospital and C Unit is an 8 and ½ hour day , seven days per week, 24 hours per day, including weekends and Holidays
- b. The Contractor shall provide services on an as needed, if needed basis. The exact timing and scheduling of the Contractor's services shall be between the JMC and the contractor at the time of need. The contractor will provide those services requested which shall conform to the Job Duties attached in Appendix- A. The contractor must notify and provide services within 24 hours to the State Agency.
- c. The Contractor must explicitly advise all employees that the State is NOT their employer. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the State as well as those of the Jackson Medical Complex.
- d. The Contractor is required to perform references checks. All employees provided by the Contractor must pass the Law Enforcement Information Network (LEIN) clearance. The Contractor will provide to the JMC coordinator all the information necessary to obtain the LEIN clearance prior to the employee reporting for work or training.\
- e. The contractor must provide qualified temporary employees to the State. The Contractor shall remove all employees found to perform unsatisfactorily with 12 hours of notification, unless otherwise mutually agreed. The contractor shall provide continuous skill training for all employees At completion of the temporary assignment, the contractor must provide an evaluation form to the work site coordinator, to be completed by the temporary employee's supervisor and return to the temporary employment agency.
- f. The contractor shall compensate the employees at the Hourly rates specified in Appendix B. The contractor shall not charge their employees a fee for employment placement.
- g. The contractor shall state in the proposal as to what employee benefits are provided to the employees (i.e. Health Insurance, Paid Holidays, Sick Leave, Paid Vacation, 401K, Employer's Social Security contribution, Tax Withholding). **NOTE:** The contractor's "Mark Up" must cover employee benefits, unemployment insurance, liability insurance and other job related expenses. All employee benefits are the sole responsibility of the contractor. Employees of the Contractor are not eligible and will not receive State benefits.
- h. Overtime. The Contractor may compensate its employees for overtime. However overtime rates shall not exceed those specified in the Price Proposal. No overtime shall be paid without prior authorization form the authorized JMC coordinator. The Contractor must obtain prior approval on all overtime situations. The Contractor must advise each employee that no overtime will be paid without prior authorization.
- i. Contractual staff will be required to attend Unit meetings and other selected training sessions as specified by the JMC Administrators. Attendance at such meetings and training will be considered part of the staff on duty requirements. Continuing Education requirements for Licensure are the responsibility of the contractual employee, or Contractor and will not be provided a State expense or obtain during " on duty hours" unless mutually agreed upon by the Contractor and JMC administration.
- j. If travel is required, the Contractor employee will be reimbursed at the current State travel rates, and invoiced by the Contractor. Prior approval is required for any travel to be charged to the State under this contract. Temporary employees are not allowed to drive State vehicles.



k. The contract shall be responsible for complete compliance with the American Disability Act. The contractor is also responsible for complete compliance with the HIPAA act.

l. The temporary employees assigned to the State work on a "No Work, No Pay" basis.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

a. The JMC will place all purchase orders for the temporary health care employees as outlined in the Contract through the Prime Contractor prior to filling any order.

b. The State will provide all necessary supplies and equipment to the employees provided under the terms of this Contract.

c. The State will provide new employee training and orientation to all employees provided under this contract.

d. The state will perform the LEIN clearance and appropriate identification cards for all employees provided under this contract.

e. The JMC authorized coordinator is responsible for communicating overtime approval to the Contractor. No overtime will occur without prior authorization by the authorized coordinators.

f. The JMC site supervisor is responsible for approving contractual employees' time sheets.

g. The JMC Coordinators shall provide the Contractor with the following information when requesting services: job classification title; worksite location, hours of work, length of assignment, supervisors name and telephone number and other information to aid in the selection of the employee (i.e. professional skills specific to the assignment, software requirements, telephone number etc.)

1.203 OTHER ROLES AND RESPONSIBILITIES

The MDOC Region III Business Office will process payment to the Contractor for all fees and services provided consistent with the Contract, upon approval of the billing by the designated JMC staff.

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT – N/A

1.302 REPORTS

The Contractor shall submit written Monthly usage reports to the JMC Administrator and Duane Waters Hospital Administrator as well as to the Acquisition Services.

1.4 Project Management

1.401 ISSUE MANAGEMENT – N/A

1.402 RISK MANAGEMENT

The Contractor, its employees, agents, subcontractors, will be bound by the same standards of confidentiality as State employees. The Contractor or its employees may not release to any party any patient data or other information concerning this contract without written approval of the Contract Administrator unless otherwise required by law.

The Contractor and/ or its employees shall be responsible for maintenance of all appropriate malpractice insurances.

The State, it's departments, and its agents shall not be responsible for representing or defending the Contractor, Contractor's personnel, or any other employee, agent, or subcontractor of the Contractor, named as a defendant in any lawsuit or in connection with any tort claim.



The State shall respond to any grievances filed by prisoners against or involving a Contractor's employee, utilizing the prescribed MDOC Grievance System. Employees of the Contractor are not authorized to utilize the MDOC or Union employee grievance process.

1.403 CHANGE MANAGEMENT

The State reserves the right to modify the services during the course of the contract with approval of the Contractor, and the Department of Management and Budget, Office of Purchasing. Such modifications may include adding or deleting tasks or services and /or other modification deemed necessary.

1.5 Acceptance

1.501 CRITERIA

The JMC Administrator or designee reserves the right to interview and reject any candidate put forth by the Contractor, prior to acceptance of the candidate into MDOC training.

The Contractor will remove any employee determined by the JMC Administrator or designee to perform unsatisfactorily.

Employees of the Contractor may be utilized at different work sites within the JMC with mutual agreement of the Contractor and the JMC Administration. Final acceptance of all contractual staff is with the JMC Administrator.

1.502 FINAL ACCEPTANCE – N/A

1.6 Compensation and Payment

State shall pay Contractor an amount not to exceed that put forth in the Technical Proposal for the performance of all activities necessary for or incidental to the performance of work as set forth in this Contract. All overtime must be approved by the JMC Administrator, the Duane Waters Hospital Administrator or designee, the JMC Director of Nursing, or the Health Unit Manager.

1.7 Additional Terms and Conditions Specific to this SOW

NONE



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for services of temporary health care staff including Registered Nurses, Licensed Practical Nurses, Paramedics, Phlebotomists, Certified Nursing Assistants, and Medical Records Clerks for the State of Michigan, Department of Corrections, Bureau of Health Care Services, Jackson Medical Complex.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Corrections- hereinafter known as *Department of Corrections*. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Acquisition Services
Attn: Andy Ghosh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-7396
ghosha@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately 4/15/05 through 4/14/08.

Option. The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU § 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 IT STANDARDS - NA

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) – N/A

2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work.



Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services.

2.203 POSSIBLE PROGRESS PAYMENTS

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) – N/A

**2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site, and with its own organization, according to the statement of work of this contract.

2.3 Contract Rights and Obligations**2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates of exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

**2.305 INDEMNIFICATION**General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General.



In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to six months after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.



2.312 WORK PRODUCT

Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.

The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

2.313 PROPRIETARY RIGHTS – N/A

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Barbara Hladki
Administrator, Jackson Medical Complex
3400 Cooper Street
Jackson, Michigan 49201
HladkiBJ@Michigan.gov
517-780-6016



2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the [Regional Business Office/Purchasing Dept, Department of Corrections](#), may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

- (a) The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.
- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.



1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS – N/A

2.502 RESERVED

2.503 RESERVED

2.504 GENERAL WARRANTIES (goods) – N/A

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.



11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 SOFTWARE WARRANTIES – N/A

2.508 EQUIPMENT WARRANTY – N/A

2.509 PHYSICAL MEDIA WARRANTY – N/A

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.



In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured,



or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

**2.702 RIGHTS UPON CANCELLATION**

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES – N/A**2.704 STOP WORK – N/A**

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

**2.705 SUSPENSION OF WORK**

The Contract Administrator 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 Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.8 Changes, Modifications, and Amendments**2.801 APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**2.804 AUDIT AND RECORDS UPON MODIFICATION**

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



3.307 LIABILITY INSURANCE

A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)



The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.



**JOB DUTIES
HEALTH CARE STAFFING SERVICES FOR DOC
STATE OF MICHIGAN**

CONTRACT NO. 071B5200262

APPENDIX A



REGISTERED NURSE (RN) Job Duties

The Registered Nurse will perform the full range of clinical nursing duties. Duties will include:

- Provide direct patient care independently in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department, and other special units.
- Provide direct patient independently in ambulatory healthcare clinics in the Jackson Medical Complex, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Provides total nursing care, including assessing, planning, implementing patient care, according to Michigan Department of Corrections established policies, procedures, protocols and standards. Draw blood, prepare and obtain laboratory specimens, performs routine lab tests, i.e., hemocult slides, dip sticks, urinalysis. Starts and maintains IV lines, provides wound care, venipuncture, EKG, TB tests, etc.
- Responds to all medical emergencies and initiate and sustain life-saving procedures as clinically appropriate.
- Contacts medical service providers to report change in patient condition or response to treatment.
- Obtain and carry out orders as necessary.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Provides clinical direction to other health care staff, such as LPN's or CENA's.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Teaches patient health care and self-care as needed.
- Functions with minimal supervision and exercises considerable independent judgment in the providing of nursing care.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.



**PARAMEDIC/EMERGENCY MEDICAL TECHNICIAN (EMT)
Job Duties**

The paramedic or EMT will perform a full range of patient care activities in the Emergency Room at Duane Waters Hospital (DWH).

Under the direction of the Manager/Charge Nurse in the Emergency Room, the Paramedic/EMT duties will include:

- Provides urgent/routine care to prisoners or staff as needed in DWH ER, within scope of practice.
- Performs complete physical and partial mental assessment.
- Collaborates with other disciplines to establish appropriate care.
- Implements care or treatment and evaluate effectiveness of care.
- Reports changes in patient conditions to appropriate providers.
- Provides BCLS, ACLS to all staff and patients when indicated.
- Administers oral, IV, IM or other medication as directed by the MSP.
- Responds to emergencies within Jackson Medical Complex facilities via mini-ambulance or Michigan Department of Corrections ambulance. Performs necessary emergency care within scope of practice in JMC facilities.
- Transports prisoners in Michigan Department of Corrections ambulance to outside hospital and/or appointments as needed.
- Evaluates patients returning from outside hospital in DWH ER.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Documents in the health record in a professionally and legally appropriate manner.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.



LICENCED PRACTICAL NURSE (LPN) Job Duties

The LPN will provide a full range of nursing care through the application of policies, procedures, standards and protocols under the direct supervision of the Registered Nurse.

- Provide direct patient care in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department and other special units.
- Provide direct patient care in ambulatory health care clinics in the Jackson Medical Complex including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Measures and records vital signs, and assesses the patient within the LPN scope of practice, training and competency.
- Provides nursing care according to Michigan Department of Corrections policies, protocol, procedures and standards of care within the LPN scope of practice.
- Provides patient care for assigned patients, ensuring that hygiene needs are met, assists with ADL and ambulation as needed.
- Administers medications and treatments and documents receipt of administration of all medications.
- Keeps RN and Nurse Managers informed of changes in patient condition and response to treatment.
- Documents in the health record in a professionally and legally appropriate manner.
- Complete all necessary documentation and reports, completes forms and logs as required.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.
- Follows off-site specialty processes in ambulatory clinics to ensure appropriate follow through.



PHLEBOTOMIST/LABORATORY TECHNICIAN
Job Duties

The Phlebotomist/Laboratory Technician will perform all activities required to obtain and process blood samples as required.

Under the direction of the Nurse Manager/Charge Nurse/RN, the Phlebotomist/Laboratory Technician's duties will include:

- Draws blood in the Duane Waters Hospital or the Jackson Medical Complex facilities, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception & Guidance Center and Parnall Correctional Facility.
- Obtains urine specimens, cultures and scab testing per MSP orders.
- Ensures that the blood/urine samples are appropriately labeled and ensures delivery to lab pick-up sites.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all Michigan Department of Corrections policy and security requirements.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.



MEDICAL RECORDS CLERKS Job Duties

The Medical Records Clerk will perform a full range of health records clerical duties in the ambulatory health care clinics in the Jackson Medical Complex including the G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Correctional Facility, Parnall Correctional Facility, and the Egeler Reception and Guidance Center, as well as in units of the Duane Waters Hospital and C-Unit.

Under the direction of the Health Unit Manager/Charge Nurse, the Medical Records Clerks' duties will include:

- File documents in the health record.
- Receive documents for the health record and route them to the appropriate staff.
- Sign out or pull records as instructed.
- Copy records for FOIA and other needs as required.
- File returned records.
- Assist in maintaining and compiling data and statistics as directed.
- Performs related work as assigned
- Completes all necessary documentation and reports, completes forms and logs as required.
- Functions as a ward clerk in the Duane Waters Hospital and/or C Unit.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Requires some contact with prisoners whose security levels range from minimum to maximum.



CERTIFIED NURSING ASSISTANT Job Duties

The Certified Nursing Assistant will perform the full range of patient care activities.

Under the direction of the Health Unit Manager/Nurse Manager/Charge Nurse, the Certified Nursing Assistant's duties will include:

- Provide direct patient care in all units of the Duane Waters Hospital and C-Unit.
- Provide medical assistant services in ambulatory health care clinics in the Jackson Medical Complex including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Take and record vital signs, obtain and record weights as assigned.
- Record accurate intake/output of patients.
- Assist with Activities of Daily Living and ambulation, as needed.
- Assist patients with dressing and assure soiled clothing is changed.
- Make beds and change linens as necessary.
- Delivery and pick up of meal trays, assist with meal set up and feed patients as required.
- Assist patients with positions of comfort, provide water and evening snacks.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Assist MSP with patient appointments, take and record vital signs. Assist patients to exam room.
- Ensure health records and necessary documentation is available to MSP at time of appointment.
- Log receipt of medications from pharmacy if directed.
- Pick up medication from pharmacy and supplies as needed.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.

APPENDIX B (Revised)
Pricing Page
Health Care Staffing Services
State of Michigan
CONTRACT #071B5200262 – ATC HEALTHCARE
Bid for 2005-2006

Job Classification	NIGP Code	Hourly Rate Paid to Employee (\$)	Contractor's Mark up (%) + (\$)	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$23.80/hour weekdays \$24.80/hour weekends	\$16.20 (68%) See note below***	\$40.00 \$41.00	21,840 4,160	
2. Licensed Practical Nurse	961-30-23-4600	\$20.28/hour weekdays \$21.28/hour weekends	\$15.72 (76%) \$17.72 (74%)	\$36.00 \$37.00	21,840 4,160	
3. Phlebotomist/Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	\$7.85 (39%)	\$28.00	4,160	
4. Paramedics/EMT	961-30-23-5458	\$21.54/hour weekdays \$22.54/hour weekends	\$9.46 (44%) \$9.46 (42%)	\$31.00 \$32.00	5,616 624	
5. Medical Record, Clerk	961-30-23-4758	\$17.24/hour weekdays	\$4.76 (27%)	\$22.00	10,400	
6. Certified Nursing Assistant	961-30-23-1226	\$10.00/hour weekdays \$11.00/hour weekends	\$7.00 (70%) \$7.00 (64%)	\$17.00 \$18.00	33,280 8,320	
Year 2005-2006 Sub Total						\$

APPENDIX B (Revised)
Pricing Page
Health Care Staffing Services
State of Michigan
CONTRACT #071B5200262 – ATC HEALTHCARE
Bid for 2006-2007

Job Classification	NIGP Code	Hourly Rate Paid to Employee (\$)	Contractor's Mark up (%) + (\$)	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$23.80/hour weekdays \$24.80/hour weekends	\$16.20 (68%) See note below*** \$16.20 (65%)	\$40.00 \$41.00	21,840 4,160	
2. Licensed Practical Nurse	961-30-23-4600	\$20.28/hour weekdays \$21.28/hour weekends	\$15.72 (76%) \$17.72 (74%)	\$36.00 \$37.00	21,840 4,160	
3. Phlebotomist/Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	\$7.85 (39%)	\$28.00	4,160	
4. Paramedics/EMT	961-30-23-5458	\$21.54/hour weekdays \$22.54/hour weekends	\$9.46 (44%) \$9.46 (42%)	\$31.00 \$32.00	5,616 624	
5. Medical Record, Clerk	961-30-23-4758	\$17.24/hour weekdays	\$4.76 (27%)	\$22.00	10,400	
6. Certified Nursing Assistant	961-30-23-1226	\$10.00/hour weekdays \$11.00/hour weekends	\$7.00 (70%) \$7.00 (64%)	\$17.00 \$18.00	33,280 8,320	
Year 2006-2007 Sub Total						\$

APPENDIX B (Revised)
Pricing Page
Health Care Staffing Services
State of Michigan
CONTRACT #071B5200262 – ATC HEALTHCARE
Bid for 2007-2008

Job Classification	NIGP Code	Hourly Rate Paid to Employee (\$)	Contractor's Mark up (%) + (\$)	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$23.80/hour weekdays \$24.80/hour weekends	\$16.20 (68%) See note below*** \$16.20 (65%)	\$40.00 \$41.00	21,840 4,160	
2. Licensed Practical Nurse	961-30-23-4600	\$20.28/hour weekdays \$21.28/hour weekends	\$15.72 (76%) \$17.72 (74%)	\$36.00 \$37.00	21,840 4,160	
3. Phlebotomist/Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	\$7.85 (39%)	\$28.00	4,160	
4. Paramedics/EMT	961-30-23-5458	\$21.54/hour weekdays \$22.54/hour weekends	\$9.46 (44%) \$9.46 (42%)	\$31.00 \$32.00	5,616 624	
5. Medical Record, Clerk	961-30-23-4758	\$17.24/hour weekdays	\$4.76 (27%)	\$22.00	10,400	
6. Certified Nursing Assistant	961-30-23-1226	\$10.00/hour weekdays \$11.00/hour weekends	\$7.00 (70%) \$7.00 (64%)	\$17.00 \$18.00	33,280 8,320	
Year 2007-2008 Sub Total						\$

APPENDIX B
Pricing Page (Revised)
 Health Care Staffing Services
 State of Michigan
 CONTRACT #071B5200262 – ATC HEALTHCARE

Job Classification	NIGP Code	Hourly Rate Paid to Employee (\$)	Contractor's Mark up (%) + (\$)	Billing Rate	Annual Estimated Hours	(\$)

Estimated Three Year Amount (Total Bid Price) **\$9,000,000.00**

***** ATC Healthcare markup consists of multiple elements. These include workman's compensation, liability insurance, Medicare, FICA, SUTA, FUTA, employee benefits (health insurance, dental insurance, vision, flexible spending accounts, 401K, vacation, etc), G&A expenses, corporate overhead, plus profit.**



Healthcare Staffing Services To The Department of Corrections Jackson Medical Complex

Contract No. 071B5200262

Presented by

ATC Healthcare Services, Inc
Government Healthcare Division
4280 Brandon Ridge Drive
Marietta, GA 30066
(678) 445-7141

TECHNICAL PROPOSAL



Contract Holder
FSS Contract V797P-4515A

(Excerpts Only)



State of MI
ITB Number 07115200043

4.301 Organization

ATC Healthcare Services, Inc

Corporate Address: 1983 Marcus Avenue
Lake Success, NY 11042
Telephone: (516) 750-1600

Contracts Address: Government Healthcare Division
4280 Brandon Ridge Dr.
Marietta, GA 30066
Telephone: (678) 445-7141

4.303 Qualified Personnel/Staffing

Mr. Jerry Bishop, ATC's Director of Government Contracting will be responsible for any contractual issues that may arise. His telephone number is (678) 445-7141. (See attached resume.)

Mrs. Rita Franklin RN, JD, ATC Director of Quality Improvement will be responsible for oversight of the Quality Improvement program and oversee any Quality Improvement/Quality Assurance issues. Mrs. Franklin's telephone number is (770) 434-6066.

Stephen Savitsky - A founder of the Company, Steve is the Chairman of the Board. He had served as Chairman of the Board and a Director of the Company from 1983 (and of its predecessor from 1978 to 1983), as President of the Company from November 1991 through November 1998 and beginning January 2003. He also held the position of Chief Executive Officer from 1983 through November 2001.

David Savitsky - A founder of the Company, David is the President and Chief Executive Officer. He has served as Chief Executive Officer since November 2001, President from December 1998 until January 2003 and as a Director of the Company since 1983. In addition, David served as Executive Vice President of the Company from December 1987 through November 1998 and as Chief Operating Officer of the Company from April 1991 through November 1998.

Andrew Reiben - Mr. Reiben is our Chief Financial Office and prior to joining ATC he was CFO of Immediant Corporation a private company that provides information technology consulting services. Mr. Reiben gained his strong knowledge of the staffing industry at COMFORCE Corporation, where he was Vice President of Finance responsible for acquisitions and financial reporting. Mr. Reiben started his career in public accounting at Coopers & Lybrand LLP.



State of MI
ITB Number 07115200043

Jayne Erbeck – Mrs. Erbeck is our Vice President of Operations. Prior to joining ATC she was a Director at Leopoldstadt, Inc., a nurse-staffing agency. Ms. Erbeck has over 20 years of management, supervisory, and business experience. Her previous positions as Charge R.N. at Mt. Sinai Medical Center and Recruiter/Staff R.N. at Munster Community Hospital bring a wide breadth of industry knowledge to ATC.

Jerry Bishop – Mr. Bishop is our Director of Government Contracting. Prior to joining ATC Healthcare he was Director of Government Contracting for J&C Nationwide, a physician healthcare-staffing firm. Mr. Bishop also held the position of Director of Operations for Coastal Healthcare Group. His 24 years of service in the military medical service and 12 years experience in providing healthcare staffing bring a wealth of government contracting knowledge to ATC.

Rita Franklin, RN, JD – Ms. Franklin is our Director of Risk Management and Quality Improvement. Prior to joining ATC, Ms. Franklin was a public defender in Kansas. Ms. Franklin has over 20 years experience as a registered nurse and has held various positions in a variety of settings. Ms. Franklin's nursing positions include work in the areas of research with the CDC, intensive care, and labor and delivery.

4.304 Scope of Work and Deliverables

1.101 In Scope

ATC Healthcare Services will, at the specific request of the state, provide Licensed Nurses to provide nursing services in any correctional facility within the Bureau of Health Care Services, Jackson Medical Complex (JMC), including the ambulatory clinics and Duane Waters Hospital, and C-Unit. ATC Healthcare will ensure that any healthcare associate provided by will follow the Michigan Department of Corrections' policy directives, rules, regulations and procedures. Registered Nurses will also follow the Bureau of Health Care Services Clinical Guidelines for Registered Nurses.

1.102 Out of Scope – N/A

1.102 Technical Environment

ATC Healthcare Services will provide healthcare associates as described in the state of work within the Correctional Facilities within the JMC. ATC Healthcare understands that healthcare associates provided will be required to provide treatment to prisoners in the Correctional Facilities and the Duane Waters Hospital and C Unit

We will ensure that all our assigned healthcare associates become familiar with and utilize the Michigan Department of Corrections (MDOC) Electronic Medical Record (EMR) as well as other computer tracking and communication systems (such as the Pharmacy tracking system (PTS), the Health Management Information System (HMIS), the email system and all other computerized functions necessary for performance of the tasks



*State of MI
ITB Number 07115200043*

1.104 Work and Deliverables

ATC Healthcare will provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

ATC Healthcare will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. The State will consider ATC Healthcare to be the sole point of contact with regard to contractual matters, including recruitment, scheduling, and payment of any and all charges resulting from this contract.

The State reserves the right to approve subcontractors for this project and to require ATC Healthcare to replace subcontractors or subcontractor personnel found to be unacceptable. ATC Healthcare is totally responsible for adherence by any and all subcontractors to the provisions of this contract.

All staff provided by ATC Healthcare will have and maintain all applicable current licenses to practice in the State of Michigan.

The Jackson Medical Complex staff reserves the right to interview and accept or reject each healthcare associate provided by ATC Healthcare.

The Jackson Medical Complex (JMC) is dedicated to providing quality healthcare to its beneficiaries and from time to time must turn to a healthcare staffing firm to seek additional or temporary services in order to meet these needs as evidenced by this Invitation To Bid (ITB). For this reason the JMC must turn to a contract healthcare-staffing firm dedicated to the same principles. ATC will honor this need by offering a flexible and reliable source of healthcare supplemental staffing services that is:

- Large enough to meet the JMC multiple and varied needs.
- Flexible enough to accommodate any changes in these needs.
- Capable of responding to those needs within a limited time frame.
- Of the highest quality, and therefore able to support the JMC drive for quality health care.
- Able to ensure there are no lapses in the required staffing coverage.

Additionally the JMC needs to minimize the administrative burden often associated with contracting for supplemental healthcare staffing. ATC Healthcare can help the JMC meet that goal by:



*State of MI
ITB Number 07115200043*

- Recruiting and retaining a large pool of the highest quality supplemental staff available.
- Performing all the credentialing requirements of the JMC and ensuring that all Healthcare Associate credentials are maintained to the JMC standards.
- Handling compensation and expense reimbursements.

The requirement for supplemental staffing that may be needed by the JMC is not a new type of requirement for us. As demonstrated in our past performance section of this response you will see that ATC has staffed and is staffing a variety of similar medical facilities.

ATC will locate and pre-credential more than the required healthcare staff needed to provide supplemental staffing. By doing this, we would assure at least one Healthcare Associate for each of the required positions with back-up Healthcare Associates available in the event of illness, vacation or emergency. In this manner we are able to:

- Accommodate the needs of the JMC with qualified Healthcare Associates.
- Provide for back up in the event of an emergency situation.
- Accommodate the needs of the Healthcare Associates.

We realize that for any Healthcare Associate to be an effective staff member he/she must conform to and abide by the same regulations as the rest of the military medical staff. For that reason any Healthcare Associates provided will attend any and all required orientation, training, and briefings before starting work. Once in place, our Healthcare Associates will participate in any other training programs deemed necessary, and will meet all qualifications as required by the medical facility by-laws and regulations.

Each Healthcare Associate submitted to the JMC will have a valid, current license in the professions for which he/she will be providing services. The license will be issued by the State of MI, or the Healthcare Associate will be otherwise approved as required under applicable law to practice in MI.

All Healthcare Associates assigned to the JMC will have the minimum required professional employment experience in their specialty area, and will have all the required annual training or refresher training as required by the JMC.



State of MI
ITB Number 07115200043

Security As stated above, any Healthcare Associate supplied to the JMC by ATC Healthcare will be an integral part of the medical facility staff and as such will comply with all the regulations, including privacy and security requirements pertaining to releasing the names of patients, releasing the names of physicians and nurses or other staff, and the type or content of dictated reports. Our Healthcare Associates will observe the requirements imposed on sensitive data by law, applicable Federal statutes, and regulations, and associated requirements to ensure appropriate screening of all personnel. We will carefully screen all candidates presented to the JMC to ensure they meet the requirements of the medical facility. In the event that any additional staff is needed, we will work with the JMC to obtain the necessary clearances for these Healthcare Associates prior to submitting them for approval. The Healthcare Associates supplied will also conform to all policies and procedures concerning patient's rights and privacy issues. Each Healthcare Associate will wear a photo identification badge supplied ATC Healthcare.

All Healthcare Associates presented to the JMC will have had all the necessary security and/or required back ground investigations prior to starting work.

Insurance Coverage All Healthcare Associates presented to the JMC under this contract will have the required medical liability insurance in accordance with the JMC requirements. (A copy of our medical malpractice coverage certificate is included in this presentation.)

Monitoring Procedures For any contract to work efficiently, constant contract monitoring is a must. The staff at ATC is dedicated to providing the highest quality services possible. The staff in the Trenton, MI office will constantly monitor the performance of all Healthcare Associates assigned under any supplemental staffing agreement. We will be partners with the JMC in this regard.

Dress and Appearance ATC Healthcare recognizes that patient and staff perceptions of quality are associated with cleanliness and the appearance of the personnel working in the JMC Therefore our Healthcare Associates will be required to abide by the dress and appearance code of the JMC.

Attendance The orderly operation of any hospital department requires punctual attendance by all staff members. Our Healthcare Associations will be expected to adhere to any and all attendance policies as described by the JMC

Interpersonal Skills Good personal and public relations are extremely important. The Healthcare Associates presented by ATC will be expected to work in cooperation with the JMC staff in the interest of maintaining high quality interpersonal relationships. Not only will we present Healthcare Associates who have superior clinical skills, they will possess the initiative and interpersonal skills that will enable him to relate positively to all members of the staff.



State of MI
ITB Number 07115200043

Credentials and Certifications Prior to submitting a Healthcare Associate to the JMC ATC Healthcare will submit a completed credentials folder to the facility. Each credentials folder, at a minimum, will contain the Healthcare Associate's medical resume, licensure, and employment application, as well as other documentation required by the JMC. (See the Credentials Section of this presentation for a detailed description of our credentials program)

Personnel Policy As described in the Contract Administration section of this technical response ATC Healthcare will assume sole and exclusive responsibility for the payment of wages to the staff we provide to the JMC, including FICA, unemployment insurance, workman's compensation coverage's in amounts and under such terms as required by the State of MI.

4.305 Work Plan

1.301 Project Plan Management/Timeline – N/A

1.302 Reports

ATC Healthcare Services will submit written monthly usage reports to the JMC Administrator and Duane Water Hospital Administrator as well as to the Acquisition Services.

ATC Healthcare has one of the most sophisticated IT departments in the industry. In addition to the monthly usage reports our IT professionals can design any other kind of report that may be required.

4.306 Project Management

1.401 Issue Management – N/A

1.402 Risk Management

ATC Healthcare Services and all our employees, agents, subcontractors, will be bound by the same standards of confidentiality as State employees. Neither ATC Healthcare nor our employees may release to any party any patient data or other information concerning this contract without written approval of the Contract Administrator unless otherwise required by law.

ATC Healthcare will maintain the appropriate insurance on all our healthcare associates as required by the state of MI. Copies of our insurance certificates are attached.

The State, its departments, and its agents shall not be responsible for representing or defending ATC Healthcare, or any other employee, agent, or subcontractor named as a defendant in any lawsuit or in connection with any tort claim.

The State shall respond to any grievances filed by prisoners against or involving an ATC Healthcare employee, utilizing the prescribed MDOC Grievance System. Employees of ATC Healthcare are not authorized to utilize the MDOC or Union employee grievance process.



State of MI
ITB Number 07115200043

1.403 Change Management

The State reserves the right to modify the services during the course of the contract with approval ATC Healthcare, and the Department of Management and Budget, Office of Purchasing. Such modifications may include adding or deleting tasks or services and /or other modification deemed necessary.

4.307 Compensation and Payment

1.6 Compensation and Payment

The state shall pay ATC Healthcare an amount not to exceed that put forth in the Technical Proposal for the performance of all activities necessary for or incidental to the performance of work as set forth in this Contract. All overtime must be approved by the JMC Administrator, the Duane Waters Hospital Administrator or designee, the JMC Director of Nursing, or the Health Unit Manager.

4.308 Certifications and Representations

See Attached

Internal Quality Management Program

ATC is committed to total client satisfaction and commits to maintaining its dedication to quality service. Relentless and uncompromising attention to the needs of the JMC and the dedication to a creative, supportive work environment for our employees is the foundation of ATC's quality philosophy. We feel that quality is achieved through continuous review and improvement of all our business operations. This ensures that we are positioned to satisfy our client expectations, meet the needs of our internal customers, develop and support our Healthcare Associates and provide superior service to the JMC.

ATC's Corporate Clinical and Quality Improvement Department and each individual ATC office are jointly responsible for the administration of ATC's Quality Assurance Program. The Clinical Department develops and maintains the quality improvement policies whose function is to support client patient care standards and to improve processes or outcomes through adherence to quality assurance standards. When an incident is reported or discovered, processes are aimed at analyzing the situation to determine how to maintain or improve quality standards. A plan of corrective action may be developed if indicated by the situation. The Clinical Department is also responsible for maintaining compliance with all applicable JCAHO, OSHA, and governmental regulations. As required and on an as-needed basis, the Clinical Department also develops programs to address internal and external findings in the healthcare clinical and regulatory arenas.



*State of MI
ITB Number 07115200043*

The focus of ATC's quality assurance standards center upon established screening, hiring, and performance monitoring procedures whose goals are to provide ATC's clients with competent Healthcare Associates that further the quality of the care provided to patients.

ATC's sophisticated Quality Assurance Program incorporates the following:

- ATC constantly seeks ways to add value to the service we provide our clients
- ATC encourages each client to advise ATC as to how they define quality
- ATC provides a staffing coordinator 24 hours a day to each client
- ATC provides clients with administrative staff knowledgeable of staffing needs and credentialing requirements
- ATC commits to providing immediate response to any issues or concerns that are reported
- ATC has comprehensive hiring standards
- ATC provides Healthcare Associates with a company orientation that includes information on company policies, infection control, patient care and ethics, and general safety subjects (as mandated by JCAHO, OSHA, and other regulatory agencies)
- ATC coordinates with client facilities the client specific orientation and any client specific needs
- ATC assesses Healthcare Associate competency upon hire and annually by verifying with the issuing body any applicable licensure and by administering skill checklists and written evaluations appropriate to profession and specialty areas
- ATC continuously assesses Healthcare Associate performance by initiating internal and external performance evaluations at set periodic intervals, annually and as needed to assess performance level



*State of MI
ITB Number 07115200043*

- ATC encourages clients to notify the appropriate branch of any incident involving ATC Healthcare Associates so that incidents can be promptly investigated and resolved in a coordinated and efficient manner. ATC has Registered Nurses at the Corporate level that direct and coordinate efforts between all parties to assist and resolve reported incidents
- ATC's Corporate Clinical and Quality Improvement Department monitors and analyzes all incidents reported by branch locations
- ATC encourages all client facilities to communicate policy and procedure changes affecting Healthcare Associates

ATC Credentials Program

Each Healthcare Associate presented for assignment is interviewed, completes an application for employment, Workers Compensation Form, Internal Revenue and state tax forms, U.S. Department of Justice (I-9) Form, and any facility specific required forms. An Activation Checklist is completed on each applicant prior to hire and presentation for assignment.

ATC Healthcare Services has an extensive credentialing and quality assurance program that operates on multiple tiers.

Candidates presented for assignment will have at least one year of recent work experience in the area to be staffed.

Our routine credentialing procedures include verification with the applicable state license issuing body or bodies that the licensee holds a current, active, good standing license free of restrictions. Copies of applicable licenses are maintained in the personnel file and updated upon renewal. Re-verification of licenses is performed periodically. Primary educational source verification is performed for independent practitioners, such as advanced practice nurses and physician assistants. Required national organization memberships and licenses are also verified for advanced practice nurses and physician assistants.

Each applicant must have three satisfactory current/prior work references. All references and other work history information are obtained by primary-sourced telephone or written contact.



*State of MI
ITB Number 07115200043*

Each applicant that will provide direct patient care must provide a current American Heart Association CPR card (BLS, ALS, PALS, NALS depending on specialty) and renewals of the same. The card is copied and placed in the personnel file along with subsequent renewals.

Each applicant completes an area specific self-appraisal skill checklist upon hire and annually. Further, each applicant must achieve a passing grade upon a written area specific knowledge assessment test.

ATC Healthcare Services complies with Joint Commission on the Accreditation of Health Care Organizations initial and mandatory employee training, covering topics such as age specific competency and patient rights.

ATC complies with OSHA initial and annual mandatory training, such as blood borne pathogens, fire, and electrical safety.

Each Healthcare Associate must have a current physical examination, renewed annually, including a current tuberculosis skin test (previously positive applicants must provide medical proof of freedom from active communicable disease). TB skin tests are also renewed annually.

Criminal background checks and drugs screens are obtained as per client and/or federal/state requirements and maintained in the personnel file.

Our credentials staff will work hand in hand with your medical facility to ensure all needed credentialing actions are completed in a timely manner. Additionally, ATC Healthcare Staffing Services performs “preventative maintenance” on all the Healthcare Associate files through the use of a proprietary computer program to audit credential expirations and renewal. Each record will be monitored for licensure and certification expiration.

ATC Healthcare Services is proud to offer the JMC an industry unique Quality Assurance Plus program. ATC’s Quality Assurance Plus program is a multi-tiered approach consisting of management staff in each individual office location, corporate clinical department, and senior corporate managers. This multi-tiered approach to quality assurance was developed because ATC recognizes and shares your commitment to the health and safety of patients.

The focus of ATC’s quality assurance program centers upon established screening, hiring, and performance evaluation processes.



State of MI
ITB Number 07115200043

Experienced Registered Nurses are present at both the Clinical Department and senior vice president levels to provide state of the art quality assurance direction and innovation to the services. Clinical quality assurance matters reported are individually analyzed and resolved at the different tiers to optimize not only ATC's commitment to patient care, but also that of your unique patient populations.

ATC Healthcare Services works to keep Healthcare Associates in our system and in long-term assignments in many ways. First and foremost is our level of service. We develop a personal relationship with each Healthcare Associate, and then carefully match him or her to appropriate assignments. We maintain continual contact throughout the duration of each job and, if necessary, immediately troubleshoot any problems or concerns that come up.

In addition, we pay for and coordinate the following items for each provider:

- ☐ Licensure in new states, if necessary
- ☐ Long distance travel to the assignment
- ☐ Comfortable housing near the worksite for long-term assignments
- ☐ A comprehensive orientation to ATC Healthcare Services and the facility

ATC Recruiting Plan

General

Recruiting a Healthcare Associate can be a difficult and time-consuming process. Today's health care organizations compete aggressively to attract the best medical personnel. The identification, recruitment, and retention of these Healthcare Associates are key to filling assignments that may be requested by the client medical facility.

Recruiting is the key to our organization's success. Our systems, philosophy, and verification practices ensure that only the highest quality Healthcare Associates are recruited. We share our company's numerous resources to include a large annual recruiting budget and modern ADP systems. Our computer database (STAFFMED) of qualified medical personnel is continuously updated with responses through our monthly direct mailings and brochures mailed to specific groups. Lead times are minimal for us because of continuous advertising on a routine basis. We do not wait until a contract or task order is awarded to begin recruiting for the requested need. Our work starts once we receive a solicitation and make the decision to submit a response. This approach has helped ATC build a very stable Healthcare Associates base for both short term and permanent placement.



State of MI
ITB Number 07115200043

In order to meet the needs of the JMC for professional services we have assigned a team of experienced consultants who are in the process of compiling a thorough profile of the facility and surrounding community. Based on years of experience as well as input from every department within ATC the consultants assigned will provide guidance, support, and advice to the rest of the staff during every step of the search process.

We work in many nurse practice specialties from general nursing to the most specialized of disciplines, and in all types of practice settings. Our consultants are especially adept at making the best match possible between the Healthcare Associate, the practice, and the community.

Our success will depend on us establishing and developing a relationship between the candidate and the JMC. These ATC consultants assigned to you will serve as your points of contact in all areas of the search and credentialing process.

Specifics

An ATC team member will utilize STAFFMED™ to locate a listing of Healthcare Associates who meet the qualifications and experience requested by the JMC. The system has been designed to list the Healthcare Associates in several ways. First it will list those Healthcare Associates, who have successfully worked at a particular facility or practice, then the Healthcare Associates who are qualified and have given specific availability for this date and shift, and then the Healthcare Associates who are qualified but have not specifically given availability for this date and shift. This allows the ATC team member to quickly locate all possible Healthcare Associates who are available and qualified for the requested position.

ATC's computerized management reports minimize paperwork and headaches while maximizing our clients' ability to analyze and capitalize on the services they have purchased. Our management reports provide a detailed picture of services used in a concise format. *If our current reports don't adequately address your needs, our MIS group can design ones that meet your needs more specifically.*

ATC is completely automated. Our proprietary computer system, STAFFMED™, is used to automate and monitor applicant tracking, screening, activation, staffing, billing processes, and Quality Incident management. The computer system monitors the recruiting process and prompts us to initiate the appropriate action at each phase. This allows us to target recruitment efforts to fill specific needs. Following are benefits of their state-of-the-art STAFFMED™ computer system--all of which help to ensure that ATC Healthcare Associates are qualified and uniquely suited to meet our client's needs:



*State of MI
ITB Number 07115200043*

- ATC's commitment is to provide our client facilities with appropriately matched Healthcare Associates. To accomplish this, ATC creates a computerized client profile. An ATC team member will obtain information from a client organization determining its specific requirements for Healthcare Associates needed to service the facility. This information is entered into our STAFFMED™ computer system and a profile for each healthcare facility is created. This profile contains experience level requirements, test score requirements, credential requirements, physical/health screening requirements, orientation requirements, and any other pertinent information specific to the facility and occupation. In addition, the profile also identifies the appropriate contact persons and any special requests made by the facility.
- All Healthcare Associates enrolled with ATC must complete certain requirements. These requirements are listed in ATC's policy and procedures for enrollment. They follow JCAHO standards and other regulatory requirements. Once the Health Care Associate has completed the credentialing process he or she is activated in their computer system.
- STAFFMED maintains a profile for each Health Care Associate and their specific credentialing information. We are able to track a Health Care Associate's shift availability so we know within minutes of a request whether a specific Health Care Associate is available for filling the need. STAFFMED tracks detailed work history and incident reporting, which is important to properly manage our employees. The system monitors critical credential dates, and should a critical credential expire, the Health Care Associate is inactivated in the system and may not be scheduled for work until the credential is updated.



State of Michigan
Bid Number 071I5200043

Primary Vendor Relationship

ATC's **Alpha Source Program®** is designed to manage the entire staffing process of large organizations. Through this program, we consolidate many of the tasks surrounding the staffing process into one complete system. This enables facilities to free up valuable resources (time, money, personnel, etc.) that were involved in the process, and assign them to more critical areas. ATC accomplishes this by using the latest technologies that allow for a massive amount of transactions to occur while increasing efficiency. Our automated system combines a highly functional back-end with a user-friendly interface that enables a wide variety of users to perform even the most complex tasks. The services provided include:

- Distribution of staffing needs
- Submittal and approval of candidates
- Scheduling of shifts
- Storage and maintenance of credentials (JCAHO)
- Consolidated invoicing
- Reporting
- Forecasting
- Quality Assurance

Our program starts with making sure all of your staffing needs are filled. Next, we can now use the information processed to provide additional services that would otherwise not be available. For example, ATC can consolidate all staffing vendors' invoices into one standardized format for one scheduled payment. This eliminates the need to process hundreds of invoices that are received in different formats and different intervals. The information can also be used to produce a variety of reports displaying any aspect of the process. This keeps our clients in full control of their facility. It also allows for greater accuracy when forecasting and the implementation and monitoring of a quality assurance program.

While our clients will already receive immense benefits from the services mentioned above, ATC also offers additional features to confirm our commitment to lowering the costs of organizations. These features include:

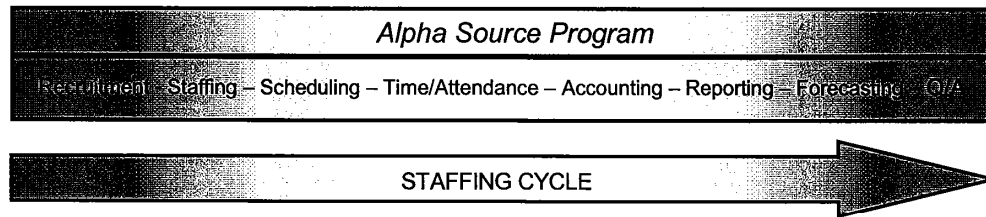
- Permanent placement reduced fees
- Private pay partnership (sitters)
- Automated time and attendance integration
- Scheduling of internal resources
- Marketing and advertising
- International resources

With all of these services rolled into one system, ATC's **Single Source Partnership®** becomes a full service partner of an organization providing the maximum benefits at the lowest cost.



State of Michigan
Bid Number 07115200043

Full Service Partner



ATC Mission Statement

ATC Healthcare Services, Inc. is a diversified service organization comprised of a cohesive team of innovative people dedicated to providing the highest quality situational staffing services with the greatest value. Our goals are to improve current services and develop new services tailored to the needs of the clients, Healthcare Associates, and markets we serve in order to maximize our contribution to the achievement of each individual's or organization's objectives.

ATC Operating Principles

ATC corporate values reflect our attitude towards our clients and our employees. We strive to:

- Conduct and manage our business ethically
- Commit to continuous improvement
- Foster an environment conducive to maintaining open communication
- Recruit, develop, reward, and support achievement-oriented people who demonstrate high levels of performance
- Encourage initiative, creativity, responsibility, and a sense of urgency in each staff member
- Empower every staff member to take immediate corrective action should client problems occur
- Provide an acceptable rate of return to our stakeholders

ATC Commitment to Quality

ATC commits to maintaining its dedication to quality service. AIG Consultants, Inc., one of the largest underwriters for professional liability insurance, found our credentialing and screening process "to be more comprehensive than that, which is in place at many healthcare facilities."



State of Michigan
Bid Number 071I5200043

The ATC Staffing Process

ATC's primary goal is to build client confidence and ATC credibility by fulfilling the needs of the clients. The staffing process provides continuous checks and balances through. . .

. . . Computer Applicant Tracking and Screening

The ATC computer system, STAFFMED[®], monitors the recruitment process and prompts the appropriate action at each phase of the application and hiring process.

. . . Client Profile

A client profile is developed through information gathered from the client and on-site visits. This profile contains experience level requirements, test score requirements, credential requirements, physical/health screening requirements, orientation requirements, and any other pertinent information specific to the facility and occupation.

. . . Healthcare Associate Profile

A profile for each Healthcare Associates hired by ATC contains the occupation, resume, test scores, areas of specialty (as designated by testing), credentials, and experience. STAFFMED[®] constantly monitors for compliance of credentials, ATC Policies & Procedures, OSHA and JCAHO requirements. STAFFMED[®] automatically places Healthcare Associates on inactive status when their credentials expire.

. . . Healthcare Associates Availability

Healthcare Associates availability for work is tracked by STAFFMED[®], allowing us to meet client needs quickly and efficiently.

. . . Client Work Order

Work order information including date(s), shift(s), work area/department and occupation. The work order information is used to match client's needs with Healthcare Associate skills.

. . . Healthcare Associate and Client Work Order

STAFFMED[®] will screen and retrieve the files of Healthcare Associates who meet the qualifications and experience requested by the client and who are available.

. . . Flexibility

STAFFMED[®] allows ATC to identify geographical locations of our Healthcare Associates and match them to clients in the same area.



State of Michigan
Bid Number 071I5200043

Government Contracts Division



Contract Holder

FSS Contract V797P-4515A

ATC's Government Contracts Division, the newest addition to our medical staffing solutions, is poised to provide medical staffing solutions to government healthcare facilities through traditional contracting methods or via our Federal Supply Schedule contract. Governmental agencies currently staffed by ATC include:

- Municipal Entities
- Federal Institutional Agencies
- State Health Care Institutions
- State University Medical Centers
- Various State Departments of Health
- Veterans Affairs Medical Centers
- U.S. Military Medical Facilities
- State and Local Correctional Facilities



MANDATORY INSERVICES

HEALTHCARE ASSOCIATE NAME _____ TITLE _____

SOCIAL SECURITY NUMBER _____

ATC OFFICE INSTRUCTIONS: Please check the appropriate box below for this Healthcare Associate. This form should be maintained in the education/training file and renewed annually.

☐ **OSHA CLASSIFICATION I AND II EMPLOYEES:** Actual or possible contact with patients; actual or possible exposure to blood or other potentially infectious material. Must complete Self-Study Learning Modules 1, 2, and 3.

☐ **OSHA CLASSIFICATION III EMPLOYEES:** Medical Administrative employees with NO contact with patients and NO potential for exposure to blood or other potentially infectious material. Must complete Self-Study Learning Module 4.

HEALTHCARE ASSOCIATE INSTRUCTIONS: If you have actual or potential exposure to blood or other potentially infectious materials and/or if you have contact or potential contact with patients, you will be required to complete modules 1, 2, and 3. If you do not have contact with patients and do not have actual or potential for exposure to blood or other potentially infectious materials, you will need to complete module 4.

Training is to be repeated on an annual basis. ATC Healthcare is a temporary supplemental staffing business with multi-geographical offices. Training is provided by self-study learning modules. Registered nurses are available at the ATC Corporate level to answer questions employees may have about the contents of the modules summarized below. Telephone numbers for these registered nurses are available in the ATC Office Directory found in your local ATC Office.

SUMMARY OF TRAINING PROVIDED:

MODULE 1: INFECTION CONTROL

- Summary of the OSHA Regulations and ATC's Exposure Control Plan
- General explanation of epidemiology and symptoms of bloodborne diseases, including HIV, Hep. B & C
- Recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials
- Use and limitations of personal protective equipment, engineering controls and work practices
- Types, proper use, basis for selection, location, removal, handling, decontamination and disposal of personal protective equipment
- Information on Hepatitis B vaccine, its efficacy, safety, method of administration, benefits and no cost
- Actions to take and whom to contact in event of exposure
- Information on post-exposure measures, evaluation and follow-up
- Signs and color coding
- General Tuberculosis: Epidemiology, transmission, signs and symptoms, protective measures and exposure follow-up

MODULE 2: GENERAL SAFETY

- Electrical Safety
- Fire Safety
- General Hazardous Communication: Right to Know
- General Body Mechanics
- Guidelines for Preventing Workplace Violence
- Disaster/Emergency Preparedness

MODULE 3: PATIENT CARE AND ETHICS

- Quality Improvement/Performance Improvement
- Patient Education, Rights and Satisfaction
- Confidentiality of Patient and Family Information
- Developing Cultural and Age-Specific Competencies
- Guidelines for Advance Directives
- Guidelines for Recognizing Patient Abuse and Neglect
- Guidelines on Patient Restraint and Seclusion
- Guidelines: Pain Management
- HIPAA Privacy Rule (via Coastal Handbook)

MODULE 4: MEDICAL ADMINISTRATIVE

- Quality Improvement/Performance Improvement
- Confidentiality of Patient and Family Information
- Guidelines for Advance Directives
- Electrical Safety
- Fire Safety
- General Hazardous Communication: Right to Know
- General Body Mechanics and Ergonomics
- Guidelines for Preventing Workplace Violence

I ACKNOWLEDGE THAT I HAVE COMPLETED THE MODULES INDICATED BELOW AND AS DESCRIBED ABOVE AND WILL COMPLY WITH ALL SAFETY GUIDELINES.

CLASSIFICATION I & II (Actual or possible contact with patients and exposures): MODULE 1 ☐ MODULE 2 ☐ MODULE 3 ☐

CLASSIFICATION III (No contact with patients and no potential for exposure): MODULE 4 ☐

HEALTHCARE ASSOCIATE SIGNATURE FOR INITIAL AND ANNUAL REVIEW	MONTH	YEAR
1.		
2.		
3.		
4.		

Revised: 2003

HCA-109



ATC Healthcare Staffing Services, Inc.

HIRING STANDARDS

ATC complies with JCAHO Standards when hiring staff for client staffing assignments. A file on each employee is maintained to include:

1. Completed application;
2. Completed skills checklist, (a clinical skills checklist is required for all patient caregivers), and job description with signature of the Healthcare Associate;
3. Written competence (skill) evaluation in nursing or allied specialty with a passing score of 75% (client facility may require higher score);
4. Professional references;
5. Current CPR card; ACLS (if applicable);
6. Valid licensure/certification/registration verified with the specific state agency governing the profession;
7. References showing that each employee has a minimum of one (1) year relevant experience within the last three (3) years, C.N.A.s need to have 6 months relevant experience (special client needs and circumstances may be presented to the Clinical and Human Resources Departments for consideration);
8. Record that each employee has a current health profile or physician's statement of health including TB skin test or chest x-ray; proof of immunity to MMR (measles, mumps & rubella), rubeola, varicella and tetanus, as per specific client requirements;
9. Record that each employee attends annual review of Infection Control, Safety Procedures (including fire, electrical, disaster, and hazardous waste) and other mandatory JCAHO & OSHA inservices as appropriate;
10. Compliance with all OSHA and JCAHO mandatory annual inservices, such as bloodborne pathogens, Hepatitis B screening/vaccination series or signed declination form for those employees with potential occupational exposure;
11. Drug screen and criminal background check (CBI) as per state regulations and/or client request;
12. Record of compliance with immigration laws (Employment Eligibility Verification Form I-9); and
13. Each employee receives an orientation to ATC guidelines including but not limited to payroll information and benefits. Employees will be provided with client specific orientation material for review prior to assignment at facility (when applicable).



INVESTIGATIVE TOOL FOR FACILITY REPORT OF INCIDENT CONFIDENTIAL INFORMATION	
* PLEASE DESTROY THIS FORM AFTER INFORMATION IS RECORDED IN COMPUTER QII SYSTEM	
Incident Date:	Time:
ATC Individual Taking Call:	
Facility Name:	
Caller/Title:	
HCA Name:	
Description of Incident	
What Happened:	
Patient's Name (if applicable):	
When Did It Happen:	
Where Did It Happen:	
Is it being reported that the patient was affected in any way (if applicable)? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please explain.)	
Did patient receive any special care or treatment as a result of incident? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please explain)	
Has Facility representative spoken to HCA? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Facility evaluation been requested? <input type="checkbox"/> Yes <input type="checkbox"/> No	