

**CITY OF NEW YORK**  
**MEDICAL STAFFING GROUP PURCHASING RFP**

Date Issued: 6/9/2020

**THE CITY OF NEW YORK**  
**EMERGENCY MANAGEMENT DEPARTMENT**

**REQUEST FOR PROPOSALS**

**TITLE: MEDICAL STAFFING GROUP PURCHASING**

<b><u>TABLE OF CONTENTS</u></b>		<b><u>PAGE #</u></b>
<b>SECTION I</b>	<b>- TIMETABLE</b>	<b>2</b>
<b>SECTION II</b>	<b>- SUMMARY OF THE REQUEST FOR PROPOSALS</b>	<b>3</b>
<b>SECTION III</b>	<b>- SCOPE OF SERVICES</b>	<b>4</b>
<b>SECTION IV</b>	<b>- FORMAT AND CONTENT OF THE PROPOSAL</b>	<b>5</b>
<b>SECTION V</b>	<b>- PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES</b>	<b>7</b>
 <b>ATTACHMENT A</b>	 <b>- PROPOSAL COVER LETTER</b>	 <b>8</b>
 <b>ATTACHMENT B</b>	 <b>- CLINICAL STAFF GROUP PURCHASING AGREEMENT</b>	 <b>9</b>
 <b>EXHIBIT A</b>	 <b>- CLINICAL STAFF RATE SHEET</b>	 <b>12</b>
<b>EXHIBIT B</b>	<b>- CONTRACT LEADING PRACTICES</b>	<b>13</b>
<b>EXHIBIT C</b>	<b>- CATEGORIES OF ELIGIBLE FACILITIES</b>	<b>14</b>

Proposers are advised that the Authorized Department Contact Person for all matters concerning this Request for Proposals is:

<b>Name:</b>	<u>Althea Samuels</u>
<b>Title:</b>	<u>Agency Chief Contracting Officer</u>
<b>E-mail Address:</b>	<u>procurement@oem.nyc.gov</u>

## **SECTION I – TIMETABLE**

### **A. Release Date of this Request for Proposals:    6/9/2020**

All questions and requests for additional information concerning this RFP should be directed to Althea Samuels, the Authorized Department Contact Person, at:

**E-mail Address:**    procurement@oem.nyc.gov

*Proposers should submit questions no later than 6/15/2020 since the Department may be unable to respond to questions received after that date.*

### **B. Proposal Due Date and Time:**

**Date:**            6/19/2020

**Time:**           5:00PM EST

**Location:**    Proposals shall be emailed to    procurement@oem.nyc.gov

Mailed or faxed proposals will not be accepted by the Department.

Proposals must be e-mailed (by PDF attachment only). Please allow twenty-four hours for an email confirmation directly from the department to confirm that your proposal has been received. NYCEM will not be responsible for proposals lost in transmission, even if a confirmation is generated by the sender's facsimile equipment.

Proposals received after the Proposal Due Date and Time are late and shall not be accepted by the Department, except as provided under New York City's Procurement Policy Board Rules. The Department will consider requests made to the Authorized Department Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Department issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect

### **C. Anticipated Contract Start Date:   7/1/2020**

## **SECTION II – SUMMARY OF THE REQUEST FOR PROPOSALS**

### **A. Purpose of RFP:**

The City of New York is seeking membership agreements with temporary healthcare worker staffing entities (“Agency”) to form a Group Purchasing Organization (GPO). This GPO will enable the health care entities within the City of New York to contract directly with GPO members; benefit from the GPO in an effort to cut costs and streamline their procurement processes.

### **B. Service Options:**

The services to be performed as a GPO members will be: are as follows:

- 1) Provide temporary health care workers to a range of healthcare provider organizations and facilities, including acute care, nursing homes, adult care facilities, behavioral health, home care and dialysis (collectively the “facilities”) in all five Boroughs of NYC including but not limited to the following clinical titles:
  - Nursing (e.g., RN, LPN, LVN)
  - Certified Nursing Assistance (CNA)/ Patient Care Technician (PCT)
  - Medical Doctor (MD)
  - Advanced Professionals
    - Nurse Practitioners (NPs)
    - Physician Assistants (Pas)
    - Certified Registered Nurse Anesthetists (CRNAs)
  - Imaging Technicians
  - Lab Technicians
  - Respiratory Therapists (RTs)
- 2) The services to be provided through the clinical titles above are to be provided at the rates as set forth on the Clinical Staff Rate Sheet attached to this RFP as Exhibit “A.”
- 3) Selected Agencies will be required to enter into a Contract with the facility pursuant to, at a minimum the terms of the template agreement annexed hereto and in accordance with the staff rates as indicated by the selected Agency on their Clinical Staff Rate Sheet attached to their proposal in response to this RFP.

### **C. Anticipated Agreement Term**

It is anticipated that the term of the agreement will be active from **7/1/2020 to 6/30/2021**. The Department reserves the right, prior to inclusion, to determine the length of the initial contract term and each option to renew, if any.

### **SECTION III – SCOPE OF SERVICES**

#### **A. DEPARTMENT Goals and Objectives for this RFP**

The Department's goals and objectives for this RFP are:

- Identify agencies who have the capacity to provide qualified and certified/licensed (when necessary) healthcare workers for essential healthcare facilities during emergency crisis staffing periods due to staff outages or increased staffing needs related to respiratory illnesses, including COVID-19
- Create and maintain competitive pay scales to prevent rate inflation during times of crisis/staffing shortages
- Include minimum contractual terms to facilitate expedited contracting between the Agencies and facilities.

#### **B. Department Assumptions Regarding Agency Approach**

The Department's assumptions regarding the approach that will most likely achieve the goals and objectives are set out below.

##### ***Agency Assumptions:***

The Agency will:

- Execute individual facility contracts that adhere to the minimum terms as outlined in the proposed contract (Attachment B) and contract leading terms (Exhibit B)
- Have the capacity to serve multiple facilities/organizations and facility types simultaneously
- Provide qualified, licensed health care professionals within the identified clinical titles that meet the needs of these facilities in a timely manner, as mutually agreed upon with the awarded Agency
- Ensure all staff contracts, certifications/license(s), immunization records and timecards are properly documented, with copies of the documentation maintained by the Agency, and provided to the facility upon request in order to meet all regulatory and accreditation requirements
- Ensure all services under this RFP comply with all regulatory agencies' requirements. All fines incurred due to regulatory non-compliance will be borne by the Agency
- Understand that each facility may request to add or remove staff in the normal course of business, per the minimum terms in Attachment B and Exhibit B
- Understand that each facility will work with the contractor directly to ensure that the contracted staff will meet the regulatory and operational needs of the facility through the contracting process
- Perform all work in such a manner as not to inconvenience the facility operations
- Demonstrate and adhere to a streamlined credentialing and onboarding process for all staff
- Demonstrate and adhere to robust time-keeping procedures for Agency staff placed
- Assign an account manager to each facility that executes a contract
- Provide weekly reporting/dashboards to each contracted healthcare facility that include, but are not limited to: contracted staff, deployed staff, accrued expenses, fill rates, etc. as outlined in Attachment B and Exhibit B

##### ***Proposer Qualifications:***

The Agency will have the following qualifications:

- A minimum of five (5) years' experience performing Agency Staffing Services in the acute and/or long-term care environment is required
- The Agency should be appropriately licensed and certified in the U.S.A. to perform this service
- \$5 million in annual gross revenue for any Agency offering services in multiple states.
- The Department reserves the right to modify this criterion for vendors.

## **SECTION IV – FORMAT AND CONTENT OF THE PROPOSAL**

**Instructions:** Proposers should provide all information required in the format below. The proposal should be formatted for 8 ½" X 11" paper. Department requests that all proposals be submitted via email. Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

### **A. Proposal Format**

#### **1. Proposal Cover Letter**

The Proposal Cover Letter form (Attachment A) transmits the Agency's Proposal Package to the Department. It should be completed, signed and dated by an authorized representative of the proposer.

#### **2. Technical Proposal**

The proposal must include documentation of the Agency meeting all the minimum criteria as outlined in this RFP

1. The proposal must include a description of how the Agency will accomplish the scope of services
2. The cost proposal, presented in in a table/matrix format, that must not exceed the rates in Exhibit A and include:
  - Hourly rates of all Agency staff type
  - Expectation of all overtime/shift differential payments by Agency staff type
  - Expectation of any guaranteed hours framework by Agency staff type
  - Expectation of any cancelled contract fees (cancelled or modified start dates, late cancellation, etc.) by Agency staff type (if appropriate)
  - Include if the Agency can provide short-term placements, long-term placements or both. A short-term placement includes day-to-day staffing ( i.e. not guaranteed hours with less than 2 week contracts) and long term assignments are any assignments other than short-term assignments.
3. Additional contractual terms proposed that would benefit the parties
4. The proposal must include a description of any additional services the Agency will provide the facility at no additional costs under this RFP as a value-add service.

The Technical Proposal is a clear, concise narrative which addresses the following:

##### **a. Experience**

Describe the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III of this RFP and will specifically address the following:

- A minimum of 5 years' experience performing Agency Staffing Services in the acute and/or long-term care environment is required
- The Agency should be appropriately licensed and certified in the U.S.A. to perform this service
- \$5 million in annual gross revenue for any Agency serving multiple states. The Department the right to modify this criterion for vendors.

In addition:

- Attach a listing of at least three relevant references that could be used by the Agency. Include the name of the reference entity, a brief statement describing the relationship between the proposer and the reference entity, and the name, title and telephone number of a contact person at the reference entity for the proposer. One of the three references

must be a customer who was previously contracted for your service but no longer is contracted with your company.

**b. Organizational Capability**

Demonstrate the proposer's organizational (i.e., programmatic, technical, managerial) capability to provide the work described in Section III. Specifically address the following:

- Number of employees
- Organization chart
- Background of principals/ownership
- Recently completed similar size projects within the last 2 years
- A copy of any licenses relevant to this project
- Duration you have been doing business in this service or product line
- Service escalation process with contact info. (email and cell)
- Proof of Professional, Commercial, Worker's Compensation, Mal Practice, insurance

In addition:

- Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization.

**c. Proposed Approach**

Describe in detail how the Agency will provide the work described in Section III of this RFP and demonstrate that the Agency's proposed approach will fulfill the Department's goals and objectives. (Specifically address the following):

- Estimated timelines and process for contracting with each provider facility
- Estimated timelines and process for credentialing and on-boarding processes for both standard and emergency processes
- Robust time-keeping procedures to ensure complete information hours worked by staff
- Account managers for each contracted provider facility

**B. Proposal Package Contents ("Checklist")**

The Agency is to submit as part of its Proposal Package all the documents outlined below in the table. It is required that you submit one original of all documents. Proposals may be e-mailed (by PDF attachment only). Please allow twenty-four hours for an email confirmation directly from the Department to confirm that your proposal has been received. The Department will not be responsible for proposals lost in transmission, even if a confirmation is generated by the sender's facsimile equipment.

Proposal Cover Letter - Attachment A	
Technical Proposal	
Cost Proposal	

## **SECTION V – PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

### **A. Evaluation Procedures**

All proposals accepted by the Department will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Department to be non-responsive will be rejected. The Department's Evaluation Committee will evaluate all remaining proposals based on the evaluation criteria prescribed below. The Department reserves the right to conduct interviews and/or to request that proposers make presentations and/or demonstrations, as the Department deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Department reserves the right to include staffing agencies in this Group Purchasing Agreement on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

### **B. Evaluation Criteria**

The scoring criteria for the RFP shall be as follows:

Category	Scoring
Meets Program Requirements	Yes/No
Meets Cost Requirements	Yes/No
Able to Meet Regulatory Requirements for all facility types	Yes/No
Willing to address specific needs of facilities	Yes/No

### **C. Basis for Inclusion**

The Agency will be include whose proposal demonstrate alignment with the staffing rates in Exhibit A, the contract leading practices in Exhibit B, and Agency experience. An Agency whose proposal demonstrates the minimum requirements will be considered for basis of award, as follows:

- Appropriately licensed and certified in the U.S.A. to perform this service.
- A minimum of 5 years' experience performing Agency Staffing Services in the acute and/or long-term care environment is required
- Demonstrate alignment with the staffing rates in Exhibit A
- Demonstrate alignment with contract leading practices in Exhibit B

**ATTACHMENT A**

**PROPOSAL  
COVER LETTER**

**RFP TITLE:** \_\_\_\_\_

**PIN #:** \_\_\_\_\_

**Proposer:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Tax Identification #:** \_\_\_\_\_

**Proposer's Contact Person:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**Proposer's Authorized Representative:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Attachment B

### CLINICAL STAFF GROUP PURCHASING AGREEMENT

This **CLINICAL STAFF GROUP PURCHASING AGREEMENT** (this “Agreement”) is dated as of \_\_\_\_\_ (the “Effective Date”) by and between the [INSERT NAME OF APPROPRIATE CITY AGENCY] (the “City”), and [INSERT NAME OF STAFFING AGENCY] (the “Agency”). Each of the City and the Agency is referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the City wishes to enter into a contract with the Agency pursuant to which the Agency will provide clinical staffing services to acute care, nursing homes, adult care facilities, behavioral health, home care and dialysis, in all five Boroughs of NYC that face staffing shortages as a result of COVID-19; and

**WHEREAS**, the Agency desires to provide such services, and has agreed to the terms under which the Agency will provide such services;

**NOW, THEREFORE**, in consideration of the foregoing and the premises set forth herein, the Parties agree as follows:

#### 1. Provision of Clinical Staff

(a) Agency will provide clinical staff to the categories of health care facilities described on **Exhibit A** hereto (each, a “Facility” and collectively, the “Facilities”) in accordance with the terms of this Agreement and in accordance with the Contract Leading Practices attached as **Exhibit B** to this Agreement. The categories of clinical staff (the “Clinical Staff”) that Agency will provide to Facilities and the hourly rates for such Clinical Staff are set forth on the Clinical Staff Rate Sheet attached as **Exhibit C** to this Agreement (the “Rate Sheet”). The City may update **Exhibit A** at any time upon five (5) business days’ written notice to the Agency in order to add new categories of Facilities or delete existing categories of Facilities.

(b) The Agency acknowledges and agrees that no Facility is required to obtain Clinical Staff from the Agency, and that nothing in this Agreement prevents the Facility from obtaining clinical staff from other vendors. The City makes no guarantees regarding the number of Facilities that may obtain Clinical Staff under this Agreement, or the volume or value of any Clinical Staff services that may be purchased by the Facilities under this Agreement.

(c) The City shall promptly notify the Agency in the event a Facility ceases to be eligible to participate in the Clinical Staff group purchasing arrangement established under this Agreement. Upon receipt of such notice, the Agency may exclude the former Facility from obtaining the benefits of this Agreement; provided, however, that any such exclusion shall not affect the terms of any contracts entered into prior to the termination of the Facility’s participation.

(d) The Agency shall not be entitled to any fees from the City under this Agreement. The Agency shall be compensated solely by each Facility that obtains Clinical Staff from the Agency.

#### 2. Term and Termination

(a) This Agreement shall commence on the Effective Date and shall terminate on June 30, 2021.

(b) This Agreement may be terminated by either Party with or without cause upon five (5) business days written notice to the other Party.

(c) The City shall have the right to terminate this Agreement immediately in the event that voluntary or involuntary proceedings in bankruptcy or insolvency are instituted by or against the Agency, or a receiver, trustee or custodian is appointed for the Agency, or an assignment for the benefit of creditors is made by the Agency, and any such proceedings are not dismissed or withdrawn within sixty (60) calendar days of filing.

### **3. Confidentiality**

(a) Each Party shall maintain the confidentiality of any proprietary or confidential information of the other Party ("Confidential Information") and shall use such Confidential Information solely for the purpose of implementing this Agreement. Except as expressly required herein, Confidential Information shall not be disclosed to any third party without the prior written consent of the non-disclosing Party. Confidential Information shall not include any information that: (i) becomes public knowledge through no fault of the recipient; (ii) is lawfully received from a third party with no obligation of confidentiality to the disclosing Party; (iii) as shown by written records was known to or already in the possession of recipient prior to the receipt from the disclosing Party; (iv) is developed by recipient independently of any disclosure; or (v) is required by law to be disclosed, so long as the procedures set forth immediately hereafter are followed.

(b) In the event that either Party hereto is requested or required (by oral questions interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information, the Party requested or required to make the disclosure shall provide the other Party with prompt notice of any such request or requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the non-disclosing Party, the Party requested or required to disclose Confidential Information must nonetheless, in the opinion of its counsel, disclose any Confidential Information, such Party may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed; provided that such Party exercises its reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by providing commercially reasonable cooperation in connection with the non-disclosing Party's efforts, taken at such Party's expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

### **4. Limitation on Liability**

The City shall have no liability for any breach by a Facility of its obligations under this Agreement or any agreement entered into by the Facility and the Agency.

### **5. Authority to Execute Agreement; No Conflicts**

Each Party represents and warrants that it has full power and authority to execute and perform this Agreement. Without limiting the foregoing, each Party represents and warrants that neither the execution nor the performance of this Agreement will conflict with any agreement, arrangement or understanding to which such Party is subject.

### **6. Intellectual Property**

The City and the Agency each reserve the right to control the use of its own name, trademarks, or other intellectual property currently existing or later established. Neither Party may advertise or use any trademark or other intellectual property belonging to the other without the other Party's prior written consent.

### **7. Changes in Law**

In the event of any change in applicable laws or regulations, or the interpretation by courts or government agencies thereof, in the opinion of either Party's counsel, makes this Agreement or any provision thereof illegal, the Parties shall negotiate in good faith for a period of thirty (30) days to conform this Agreement to applicable legal requirements. In the event the Parties are unable to amend this Agreement accordingly during such period, either Party may terminate this Agreement on notice to the other Party.

### **8. Miscellaneous.**

(a) The invalidity or unenforceability of any of the terms or provisions of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such

determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(b) The Parties to this Agreement are independent of each other and engaged in the operation of their own businesses. Nothing contained herein shall be deemed or construed to create any other relationship between the Parties.

(c) This Agreement may not be assigned or otherwise transferred to a third party or affiliate of a Party without the prior written consent of the non-assigning Party hereto. Any such attempted assignment or transfer shall be null and void.

(d) This Agreement shall be governed by the laws of the State of New York without regard to principles of conflicts of laws thereof.

(e) The Parties' obligations under Sections 3, 4 and 6 of this Agreement shall survive the expiration or termination of this Agreement.

(f) This Agreement and any attachments hereto constitute the entire agreement between the Parties concerning the subject matter hereof, and supersede all prior or contemporaneous agreements and communications concerning the subject matter hereof. This Agreement may be amended only upon the written consent of both Parties.

(g) This Agreement may be executed in multiple copies, each of which shall be deemed an original, and all of which, taken together, shall be deemed the same Agreement

(h) Any notice required to be given hereunder shall be in writing and shall be deemed given when sent by certified mail, return receipt requested, or overnight mail service, to the following persons:

The City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

**[NAME OF CITY DEPARTMENT]**

**[NAME OF STAFFING AGENCY]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

## EXHIBIT A

### REQUIRED CLINICAL STAFF RATE SHEET

The low range will be applicable when epidemiological surveillance metrics indicates the beginning of crisis demand for healthcare services across NYC, as determined by the New York City Department of Health and Mental Hygiene. The high range will be utilized when epidemiological surveillance data indicates additional surge in demand for healthcare services across NYC, as determined by the New York City Department of Health and Mental Hygiene. Draft measures include “new hospitalizations 100,000” at the following levels: 1.5 times the seasonal baseline for the low range; and 2 times the seasonal baseline for the high range.

<b>AGENCY HOURLY RATES</b>		
	Crisis Ranges	
	Low Range	High Range
RN	\$80-\$85	\$130-\$145
LPN	\$50-\$55	\$70-\$85
CNA	\$35-\$40	\$40-\$55
Respiratory Therapist	\$65-\$70	\$100-\$115
MD (General/Internist)		
MD (Radiologist)		
Advanced Practitioner (CRNA/NP/PA)	\$85-90	\$140-\$155
Lab Tech- Phlebotomy	\$38-43	\$46-\$61
Lab Tech- Asst/Technologist	\$33-\$38 / \$48-\$53	\$36-\$51 / \$86-\$101
Imaging/Radiology Tech	\$50-\$55 / \$65-70	\$70-\$85 / \$100-\$115
	<i>backfill of current bed capacity/ICU</i>	<i>to assist with surge ICU bed overflow</i>

## **EXHIBIT B**

### **CONTRACT LEADING PRACTICES**

- Agency must agree to follow Facility's processes to submit, confirm and book personnel in the Facility.
- Agency must use its best efforts to meet the requested needs of Facility based on the skill, functional levels, and expertise of available Agency personnel.
- Agency will only submit personnel who both meet Facility's specific request and credentialing requirements submitted by Facility.
- Facility will pay Overtime or Holiday pay at no more than 1.3x the established rates on the Rate Sheet.
- Agency shall provide basic orientation to Agency personnel on Agency's own internal policies and practices. Agency will ensure that such personnel complete any Facility specific orientation.
- Facility may cancel a short-term assignment (day-to-day staffing i.e. not guaranteed hours with less than 2 week contracts) for per diem Agency personnel without penalty if Facility gives notice prior to 3 hours before the start of the assignment.
- For long term assignments (i.e., assignments other than short-term assignments), Facility may cancel pre-scheduled shifts for long term assignment Agency personnel within a two week period as long as Facility offers the Agency personnel the opportunity to work on a scheduled day off within the same two-week period.
- If Facility cancels a long-term assignment, based on low census or budgetary constraints etc., Facility will not incur a penalty for such cancellation provided that Facility provides a minimum of 10 days' notice of such cancellation.
- Notwithstanding the foregoing, Facility may cancel long term assignments with no penalty if the Agency personnel is not performing within Facility standards.
- The agreement between Facility and Agency may be terminated by either party upon thirty (30) days written notice. In addition, Facility may terminate such agreement with respect to any individual Agency employee providing services in the event of inadequate performance or non-performance by such Agency employee.
- If Agency accepts staffing request from a Facility, Agency must produce qualified staff within seven (7) to ten (10) days of request for long term placement.
- Agency will provide an account manager
- Agency will provide weekly reporting that includes, but are not limited to: contracted staff, deployed staff, accrued expenses, fill rates, etc.
- Agency must attend to all the supplemental terms and conditions a Facility will need resolved, including:
  - Indemnification
  - Certificates of insurance
- For each clinical staff member placed at a Facility, Agency will be responsible for the onboarding/credentialing requirements set forth below plus any additional onboarding/credentialing requirements that are required by applicable laws or regulations or t
- hat are consistent with generally accepted industry practice for the type of Facility at which such clinical staff is being place:
  - Medical clearance
  - License primary source verification – active license verification upon hire
  - Drug screen or instant drug screen – within one year prior to start of placement (9 panel)
  - Background check – within one year prior to start of placement (includes SSN trace, 7-year county resided, nationwide search, sex offender search)
  - Confirmation that such clinical staff is not included on the OIG LEIE – within one month prior to start of placement
- No agreement entered into under this arrangement will supersede any existing agreement between a Facility and an Agency unless the Facility and Agency expressly agree otherwise in writing.

## **EXHIBIT C**

### **CATEGORIES OF ELIGIBLE FACILITIES**

The Agency will provide Clinical Staff to the following categories of health care facilities, provided that such facilities are located within the five boroughs of New York City:

- General hospitals licensed by the New York State Department of Health (“NYS DOH”) under Article 28 of the New York State Public Health Law (the “PHL”)
- Residential health care facilities or nursing homes licensed by NYS DOH under Article 28 of the PHL
- Adult care facilities licensed by NYS DOH under Article 7 of the New York State Social Service Law (the “SSL”)
- Home care providers licensed by NYS DOH under Article 36 of the PHL
- Residential treatment programs licensed by the New York State Office of Mental Health (“NYS OMH”) under Article 31 of the New York State Mental Hygiene Law (“MHL”)
- Outpatient mental health clinics licensed or granted an operating certificate by NYS OMH under Article 31 of the MHL
- Diagnostic and treatment centers and clinics licensed by NYS DOH under Article 28 of the PHL, including Chronic Renal Dialysis Services