Albany County Request for Contract Approval

Contract #	2022-466			
Contract Type	B) CAB Contract			
Contract Action	A) New			
Contract Action Type	A) New			
Department	A3110 - Sheriff			
Date Submitted	Thursday, August 04, 2022			
Contact Person	Rice, William M.			
Contact Phone	() -518			
Vendor Info	DENOOYER CHEVROLET 127 WOLF ROAD, ALBANY, NY 12205			
Estimated Amount	\$45,378.00			
Estimated Term	8/1/2022 to 12/31/2022			
Scope of Services	THE SHERIFF'S DEPT. IS SEEKING TO PURCHASE A 2022 CHEVY TAHOE FROM DENOOYER CHEVROLET FOR \$45,378.00			
Budget Line Item	AA3110 - 22400			
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%			
BID, RFP, RFQ Completed?	Yes - BID			
Budget Analyst	Date			

For Contract Board Use:

Date Approved

Daniel P. McCoy Albany County Executive Bruce A. Hidley Albany County Clerk

Andrew Joyce, Chairman Albany County Legislature

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(518) 458-7700			Pat	PHONE pat	rick.francle@albanyc	countyny	.gov	
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	1GNSKLE	ED5NR215481		J	NYS BID # 217061-75			
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GM Vehicle Locator

Dealer Information DENOOYER CHEVROLET, INC. 127 WOLF RD ALBANY, NY 12205 Phone: 518-458-7700 Fax: 518-458-8263

1GNSKLED5NR215481 Model Year: 2022 Make: Chevrolet Model: Tahoe CK10706-4WD PEG: 1FL-Commercial / Fleet Preferred Equipment Group Primary Color: GAZ-Summit White Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T Transmission: MHS-10-Speed Automatic

Event Code: 5000-Delivered to Dealer Order #: ZWKRSJ MSRP: \$49,172.00

Order Type: FBC-Fleet Political Subdivision Stock #: N/A Inventory Status: N/A

Additional Vehicle Information

GM Marketing Information

Chargeable Options		MSRP				
	00Z-CREDIT - NOT EQUIPPED W/ FRONT/REAR PARK ASSIST; INCLUDES LATER RETROFIT	-\$50.00				
	6J3-(SEO) Wiring - Grille Lamp and Speakers	\$92.00				
	6J4-(SEO) Wiring - Horn/Siren Circuit	\$55.00				
	B30-Floor Covering: Carpet, Color Keyed	\$195.00				
	B58-Floor Mats, color-keyed, carpeted 1st and 2nd row	\$80.00				
	BTV-Remote Engine Starting Pkg	\$300.00				
	PQA-1WT/1FL Safety 1 Package	\$395.00				
	R7N-CREDIT - NOT EQUIPPED WITH STEERING COLUMN LOCK	-\$50.00				
	UDA-Communication system, deactivated	-\$85.00				
	UN9-(SEO) Radio Suppression Package	\$95.00				
No Cost Options						
	L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fu	el Mgt, V V T				
	MHS-10-Speed Automatic					
	NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Em	issions				
	R6D-FLT-BID ASSISTANCE/CE					
	VQ2-Holdback N/A, Dealer Fleet Assistance					

Other Options	
	1FL-Commercial / Fleet Preferred Equipment Group
	5J9-Calibration, Taillamp Flasher, Red/White (SEO)
	5W4-Vehicle Special Service, Municipal (SEO)
	A2X-Power Seat Adjuster (Driver's Side)
	ATD-Seat Delete: Third Row
	AY0-Airbags-frontal, front seat side-impact and roof-rail
	BCV-(SEO) Calibration, Rear Door Auto Lock Disable
	C6H-GVW Rating 7500 Lbs
	DLF-Mirrors, O/S: Power, Heated
	GU5-Rear Axle: 3.23 Ratio
	IOR-Chevrolet Infotainment, 7" Color Screen
	KC4-Cooler, Engine Oil
	KNP-Transmission Cooling System
	N37-Steering Column, Manual Tilt & Telescoping
	QDF-Tires: 265/65 R18 All Season, Blackwall
	RC1-Skid Plate
	TB4-Liftgate, Rear, manual
	UD5-Parking Assist, Front & Rear Sensors
	UE4-Following Distance Indicator
	UHX-Lane Keep Assist/Departure Warning
	UK3-Radio Controls -Steering Wheel
	USR-USB Data ports, 2 within center console
	UTJ-Theft Protection System, Unauthorized Entry
	V53-Luggage rack side rails - none
	VPV-Ship thru charge: Kerr Industr., Arlington, TX
	YK6-SEO Processing Option
	ZW7-Suspension Package, Premium Smooth Ride

5J3-Calibration, Surveillance Mode Int. Lighting (SEO) 5LO-(SEO) Calibration, taillamp flasher, Red/Red 6J7-(SEO) Flasher System, Headlamp and tailamp AT6-Seat, 2nd row 60/40 Bench, manual **ATH-Keyless Open & Keyless Start** AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature **BVE-Assist Steps, Black** CJ2-Climate Control, Electronic - Multi-zone **GAZ-Summit White** H1T-1WT/1FL-Cloth, Jet Black, Interior Trim K34-Cruise Control KI4-120 Volt Electrical Receptacle, In Cab KX4-Alternator, 250 AMP PZX-Wheels: 18" Aluminum with high-polish finish R6J-Ship Thru Code Acknowledgement **T8Z-Buckle-To-Drive** U2J-SiriusXM Satellite Radio, Delete **UDD-Driver Info Display** UEU-Sensor, Forward Collision Alert **UHY-Automatic Emergency Braking UKJ-Sensor, Front Pedestrian Braking** UT7-(SEO) Ground studs, aux, cargo area inside liftgate

UVB-Rear Vision Camera, HD

VK3-Front License Plate Mounting Provisions WUA-Fascia, Front, custom

Z82-Trailering Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing inform pricing information. GM will not make a

tual vehicle invoice, however, for complete ing information in this summary.

NYS BID ASSIST NYS Bio# 217061-75 FAN # 856361 CK 10706 5W4

Albany County Request for Contract Approval

Contract #	2022-464
	B) CAB Contract
Contract Type	,
Contract Action	A) New
Contract Action Type	A) New
Department	A3020 - Emergency 911
Date Submitted	Wednesday, August 03, 2022
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	Intrado Life & Safety Solutions Corporation 1601 Dry Creek Dr # 250, Longmont, CO 80503
Estimated Amount	\$25,175.00
Estimated Term	8/11/2022 to 8/19/2023
Scope of Services	Intrado is providing Text-2-911 setup and services for the Albany County 911 Center. This contract includes intial psap setup and the annual recurring fee.
Budget Line Item	AA3020 - 44036
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

For Contract Board Use:

Date Approved

Date

Daniel P. McCoy Albany County Executive Bruce A. Hidley Albany County Clerk Andrew Joyce, Chairman Albany County Legislature



Company Name: Intrado Life & Safety Solutions Corporation

TXT29-1-1 Setup

for

Albany County, NY

(Direct Sale)

Quote Number: 71192

Version: 2

July 15, 2022

The terms and conditions available at <u>https://www.intrado.com/legal-privacy/terms/call-handling</u> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

em					Cost
lbany County	Primary				\$11,975.00
lotal:					\$11,975.00
Year	Systems	Professional	Recurring	Maintenance	Totals
		Services	Services	Services	
Year 1	\$2 <i>,</i> 475.00	\$9,500.00			\$11,975.00
Totals	\$2,475.00	\$9,500.00			\$11,975.00

Summary - Albany County Primary

tem	Cost
Systems	\$2,475.00
Systems Services	\$2,475.00 \$9,500.00

Total:

\$11,975.00

Site Configuration Total Positions				21		
CPE Provider Systems			31 Control Success TriT			
				CentralSquare-Tri	e-miech	
TXT29-1-1 Setup Fo	200	2			\$11,975.00	
					<i></i>	
Site: Albany Cour	nty Primary					
Item#	Description	Qty	List Price	Selling Price	Total	
TXT29-1-1 Setup F	ees					
TXT29-1-1 Setup F	TXT29-1-1 One-time-fee per PSAP (11+ seats)	1	\$9,500.00	\$9,500.00	\$9,500.00	
•	TXT29-1-1 One-time-fee per PSAP	1	\$9,500.00 \$2,475.00	\$9,500.00 \$2,475.00	\$9,500.00	
	TXT29-1-1 One-time-fee per PSAP (11+ seats)	_				

Configuration Parameters - Albany County Backup

Site Configuration	
Total Positions	31
CPE Provider	CentralSquare-TriTech
Optional Items	
TXT29-1-1 Recurring Services	\$11,975.00

Site: Albany County Backup - Optional

Optional Recurring Services

	Item#	Description	Qty	List Price	Selling Price	Total
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TXT29-1-1 Setup Fees

				Subtotal	\$11,975.00
P10063	ITS Equipment - Year 1	1	\$2,475.00	\$2,475.00	\$2,475.00
	(11+ seats) - Year 1				
ITXTOTF6	TXT29-1-1 One-time-fee per PSAP	1	\$9,500.00	\$9,500.00	\$9,500.00

Notes

- 1 Quote provides pricing to implement TXT29-1-1 with ITS for Albany County's Primary site, and optionally at their Backup site. Service quoted in 71282.
- 2 The ITS solution establishes a secure connection between the customer facility and the Intrado Data Center over a VPN using customer-provided Public IP internet connection. More information about ITS can be found in the TXT Service Guide.
- 3 All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

Unless otherwise stated in this quotation, Installation, Training, Project Management, and Maintenance services have not been included for optional modules. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

4 Pricing is based on the number of positions and PSAPs in the quote, and there is no additional charge for dark backup sites connected to the host(s). The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado Life & Safety Solutions Corporation.

Text is provided into the Call Handling system either via ITS or ESINet, depending on transport method used.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Terms **VENDOR NAME** Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on P.O. SUBMIT P.O. ordermanagement.safetyservices@west.com PRICING All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote. SHIPPING TERMS FCA (Montreal), INCOTERMS 2010 PAYMENT Per Contract DELIVERY TBD VALIDITY Quote expires on December 26, 2022. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time. COPYRIGHT The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation.

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	RCRAWFORD	Original	July 05, 2022
2	LKEDDINGTON	Revised to setup only	July 15, 2022

Signature Page for Quote Number: 71192 Version: 2, July 15, 2022

Total Purchase Amount (Not including Optional Products or Services): \$11,975.00

THIS SIGNATURE PAGE IS OPTIONAL

You can purchase the products and services in this Quote by:

• issuing a purchase order for the Total Purchase Amount;

OR

• signing below

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Albany County, NY

By					
-	_				

Name:

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

X A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.



Company Name: Intrado Life & Safety Solutions Corporation

TXT29-1-1 Service

for

Albany County, NY

(Direct Sale)

Quote Number: 71282

Version: 1

July 15, 2022

The terms and conditions available at <u>https://www.intrado.com/legal-privacy/terms/call-handling</u> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

m					Cost
bany County	Primary				\$13,200.00
otal:					\$13,200.00
Year	Systems	Professional	Recurring	Maintenance	Totals
		Services	Services	Services	
Year 1			\$13,200.00		\$13,200.00
Totals			\$13,200.00		\$13,200.00

Summary - Albany County Primary

Item	Cost
Recurring Services	\$13,200.00

Total:

\$13,200.00

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1			\$13,200.00		\$13,200.00
Totals			\$13,200.00		\$13,200.00

Configuration Parameters - Albany County Primary

Site Configura	ation				
Total Positions				31	
CPE Provider			CentralSquare-TriTech		
Recurring Ser	rvices				
TXT29-1-1 Recurring Services		2			\$13,200.00
Site: Albany Co	ounty Primary				
ltem#	Description	Qty	List Price	Selling Price	Total

TXT29-1-1 Recurring Services

				Subtotal Total	\$13,200.00 \$13,200.00
ITXTARF3	TXT29-1-1 Annual Recurring Fee per PSAP (11+ Seats) - Year 1	1	\$11,400.00	\$11,400.00	\$11,400.00
P10062	ITS Service (Annual) - Year 1	1	\$1,800.00	\$1,800.00	\$1,800.00

Summary - Albany County Backup

Site Configura Total Positions			31	
CPE Provider			CentralSquare-TriT	ech
Optional Items				
TXT29-1-1 Recu	rring Services	2		\$1,800.00
Site: Albany Co	ounty Backup - Optional			
	ounty Backup - Optional urring Services			

P10062	ITS Service (Annual) - Year 1	1	\$1,800.00	\$1,800.00	\$1,800.00
				Subtotal	\$1,800.00

Notes

- **1** Quote provides pricing for TXT29-1-1 service in conjunction with quote 71192.
- 2 All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

Unless otherwise stated in this quotation, Installation, Training, Project Management, and Maintenance services have not been included for optional modules. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

3 Pricing is based on the number of positions and PSAPs in the quote, and there is no additional charge for dark backup sites connected to the host(s). The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado Life & Safety Solutions Corporation.

Text is provided into the Call Handling system either via ITS or ESINet, depending on transport method used.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Terms **VENDOR NAME** Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on P.O. SUBMIT P.O. ordermanagement.safetyservices@west.com PRICING All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote. SHIPPING TERMS FCA (Montreal), INCOTERMS 2010 PAYMENT Per Contract DELIVERY TBD VALIDITY Quote expires on January 11, 2023. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time. COPYRIGHT The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation.

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	LKEDDINGTON	Original	July 15, 2022

Signature Page for Quote Number: 71282 Version: 1, July 15, 2022

Total Purchase Amount (Not including Optional Products or Services): \$13,200.00

THIS SIGNATURE PAGE IS OPTIONAL

You can purchase the products and services in this Quote by:

• issuing a purchase order for the Total Purchase Amount;

OR

• signing below

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Albany County, NY

By					
-	_				

Name:

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

X A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Albany County Request for Contract Approval

Contract #	2022-465
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	NH6020 - Residential Health Care Facility
Date Submitted	Thursday, August 04, 2022
Contact Person	Slatky, Larry
Contact Phone	1 (518) 213-8940
Vendor Info	Eklego Workforce Solutions - People 2.0 North America, LLC 110 Marina Drive, Rochester, New York 14626
Estimated Amount	\$99,500.00
Estimated Term	8/1/2022 to 7/31/2023
Scope of Services	Eklego Workforce Solutions in affiliation with People 2.0 North America, LLC will provide temporaary Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistance as requested by Shaker Place Rehabilitation and Nursing Center to fill vacant budgeted positions within the nursing department.
Budget Line Item	NH6020 - 44069
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

For Contract Board Use:

Date Approved

Daniel P. McCoy Albany County Executive Bruce A. Hidley Albany County Clerk Andrew Joyce, Chairman Albany County Legislature

Date



Daniel P. McCoy County Executive

Larry I. Slatky Executive Director

- TO: The Honorable Daniel P. McCoy Albany County Executive The Honorable Andrew Joyce Chairman, Albany County Legislature The Honorable Bruce Hidley Albany County Clerk
- FROM: Larry Slatky Executive Director, Shaker Place Rehabilitation and Nursing Center.
- DATE: August 4, 2022
- SUBJECT: People 2.0 North America

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with People 2.0 North America, an affiliate of Ecklego Workforce Solutions, who will be providing upon request, Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants.

In an effort to fill our vacant budgeted positions, we will be retaining the services of an additional nurse agency. This company is an affiliate of Ecklego Workforce Solutions which will permit us to use People 2.0 for all per diem staff, eliminating the Ecklego per-hire fee. Since Ecklego Workforce Solutions functions as our Human Resources department, we anticipate that this contract will assist in resolving some of our staffing issues.

This contract will be for a twelve (12) month period for an amount not to exceed \$99,500.00.

We respectfully request approval to enter into this agreement.



People 2.0°

STANDARD HEALTHCARE STAFFING AGREEMENT

As of July 28, 2022 (the "Effective Date"), Eklego Workforce Solutions with its principal office located at 110 Marina Drive, Rochester, NY 14626, in affiliation with People 2.0 North America, LLC ("People 2.0") who will provide the employer or record and other back office services (collectively "Service Provider"), and Shaker Place ("Client") agree to the terms and conditions set forth in this Standard Healthcare Staffing Agreement (the "Agreement") for non- exclusive Healthcare Staffing Services. Service Provider and Client are each referred to herein as a "Party", and collectively as the "Parties".

Client hereby engages Service Provider to supply Client with qualified Healthcare Professionals (each a "Professional" or "Assigned Professionals", as the context so dictates), subject to the terms and conditions of this Staffing Agreement.

1. DESCRIPTION AND PRICING OF SERVICES.

Upon request from Client, Service Provider shall identify and procure qualified Professionals to provide temporary services for Client ("Staffing Services"). The services will be provided according to the pricing set forth in SCHEDULE A-1 and/or SCHEDULE A-2 herein. The pricing is confidential and neither party will disclose the information without the other party's written permission.

2. SERVICE PROVIDER'S RESPONSIBILITIES.

Prior to any Professional performing services for Client, Service Provider will ensure that all Professionals are in compliance with all Federal and applicable State employment laws. The Service Provider agrees to have Professional's file available for review at Client's request. Each Professional assigned by Service Provider to Client shall: (1) possess a current and valid professional license or certification commensurate with the duties and responsibilities associated with such assignment, (2) possess such other written qualifications required by Client at the time the request is made, (3) complete an orientation program as required by Client and (4) comply with all reasonable, written regulations and policies of Client as provided to the Professional. Service Provider shall also be responsible for any additional requirements indicated in **SCHEDULE B**.

People 2.0 Service Provider responsibilities are as follows:

- a. maintain the following insurance coverages: professional liability coverage, Workers' Compensation, Medical Malpractice, Crime and Employment Practices Liability insurance
- b. Serve as the Employer of Record ("EOR")
- c. Pay Professionals' wages and provide them with the benefits it offers to them.
- d. Pay, withhold, and transmit payroll taxes; provide and handle unemployment and workers' compensation claims involving Professionals; and provide applicable paid family and medical leave benefits.
- e. Not discriminate against any Professional on the basis of race, religion, color, national origin, sex, age, disability, veteran status, or any other class or characteristic protected under applicable law.
- f. Comply with federal, state and local labor and employment laws applicable to Professionals, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph "g." below, the Patient Protection and Affordable Care Act(ACA).
- g. Comply with all provisions of the ACA applicable to Professionals, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time"

employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

3. **RIGHT TO CONTROL.**

In addition to People 2.0's duties and responsibilities set forth in paragraph 2 above, People 2.0, as the common law employer, has the right to physically inspect the work processes; to review and address, unilaterally or in coordination with CLIENT, Professional work performance issues.

4. CLIENT'S RESPONSIBILITIES.

Supervision & Orientation. Client shall exclusively determine the hours, scope and duration of the activities of the Professionals, and shall have exclusive responsibility to supervise, manage and evaluate them. Client will ensure all Professionals receive orientation to include hospital's infection control process, pandemic protocol, safety management and any unit specific orientation required by Client.

Client shall not discriminate against any Professional on the basis of race, religion, color, national origin, sex, age, disability, veteran status, or any other class or characteristic protected under applicable law. Make sure that Professionals are provided with a safe working environment and adhere to all federal and state safety laws.

Incident Reports. If concerns or difficulty with a Professional's behavior or attendance occur, Client agrees to notify the Service Provider within 24 hours to allow the appropriate party the opportunity to mediate a quick and satisfactory resolution to pressing concerns.

Client will notify Service Provider in writing of any incident involving standard of care issues involving Professionals as promptly as practicable. Reports of clinical occurrences, medication variances or sentinel events should be given to the Service Provider within 24 hours of occurrence. The Service Provider will document the incident in its records, counsel the Professional and/or report to the appropriate professional board or law enforcement agency, if warranted. A written report, stating the investigative findings and Service Provider's action will be filed and sent to Client within ten (10) working days of the complaint. These occurrences are tracked and analyzed periodically to promote continuous quality improvement. Service Provider further agrees to use commercially reason efforts to cooperate with Client in meeting Client's accreditation standards including, but not limited to, The industry standards, respective to Service Provider's capacity hereunder.

Right to Dismiss. Client shall have the right to immediately dismiss any Professional assigned to Client without penalty if, in the sole judgment of Client, such Professional is incompetent, unqualified, negligent, has engaged in misconduct, has otherwise violated any of Client's policies or regulations or for any other lawful reason. If Client dismisses a Professional, upon reasonable written notice of the same and a request therefore by Client, Service Provider shall make reasonable efforts to secure a replacement Professional.

5. SCHEDULING.

"Local Contract" means any assignment where the Professionals travel less than fifty (50) miles from their primary residence and more than one shift is guaranteed by the Client, for a minimum period of four (4) weeks in duration. Client may cancel a "local contract" without penalty if at least seven (7) days' prior written notice is provided to Service Provider. If Client cancels with less than such seven (7) day notice, Client will reimburse Service Provider for a sum equivalent to one (1) week's Guaranteed Hours (defined below) of Professional at the appropriate bill rate.

"Guaranteed Hours" are confirmed by Client in writing prior to the start of a Local Contract. Client agrees to be billed for *all* guaranteed hours on a weekly basis unless Professional does not report to work for a scheduled shift due to illness or some other reason outside of Client's control. Make up of lost time due to cancellation by Professional will be at the mutual agreement of Client and Professional.

6. HIPAA AND OTHER LEGAL COMPLIANCE.

- a. The Parties will comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated under that section, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations") respective to each Party's capacity hereunder. Neither Party shall use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information" or "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Client shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Service Provider shall promptly report to Client any use or disclosures of which Service Provider becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. If Service Provider contracts with any agents or independent contractors to whom Service Provider provides Protected Health Information, Service Provider shall include provisions in those contracts requiring Service Provider and the agents or independent contractors to adhere to the same restrictions and conditions that apply to Service Provider with respect to PHI. Service Provider shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. If a Client's patient (or the patient's personal representative) requests access to PHI in a Designated Record Set of Client from Service Provider or Assigned Professional, Service Provider or Assigned Professional shall immediately forward the request and any such PHI in its, his, or her possession to Client. If a Client's patient (or the patient's personal representative) requests an amendment of PHI in a Designated Record Set of Client from Service Provider or Assigned Professional, then Service Provider or Assigned Professional shall immediately forward the request and any applicable PHI in its, his, or her possession to Client. Further, Service Provider or Assigned Professional shall incorporate any amendment approved by Client into any amended PHI in Service Provider possession. If a Client's patient (or the patient's personal representative) requests an accounting of disclosures of Protected Health Information from Client, Service Provider, then Service Provider and Assigned Professional shall, within ten (10) days, forward the request that Service Provider or Assigned Professional receives and any information in Service Provider's or Assigned Professional's possession that is required for Client to make the accounting required by 45 C.F.R. § 164.528. No attorney-client, accountant-client or other legal or equitable privilege is deemed to have been waived by Service Provider or Client by virtue of this paragraph.
- b. In addition to the foregoing and without limiting same in any manner, each Party will perform its obligations in compliance with all applicable federal, state and local laws, regulations, ordinances and codes, including but not limited to those regarding data safeguarding, intellectual property, personal information and privacy rights.

7. SERVICE PROVIDER AFFILIATION.

Services are provided through **Eklego Workforce Solutions**, in affiliation with People 2.0. In general, **Eklego Workforce Solutions** will be responsible for all communications with Client including scheduling matters, shift confirmations, clinical issues and travel arrangements for Professionals. People 2.0 is responsible for administrative tasks such as Payroll for the Professionals, Accounts Receivable and Worker's Comp/Professional Liability Insurance coverage. Unless directed otherwise, all communication from Client to Service Provider should be to **Eklego Workforce Solutions**, Inc. as noted below.

8. INSURANCE.

Service Provider shall maintain (1) Employer's Liability Coverage with a minimum of One Million (\$1,000,000) Dollars per occurrence and One Million (\$1,000,000) Dollars in the aggregate and workers'

compensation insurance as required by law for each Professional assigned to Client; (2) professional liability insurance for each Professional of not less than Five Million (\$5,000,000) Dollars per occurrence and Ten Million (\$10,000,000) Dollars in the aggregate; and (3) Commercial General Liability Insurance (including bodily injury, personal injury, products liability, contractual liability and property damage) not less than Two Million (\$2,000,000) Dollars per occurrence and Four Million (\$4,000,000) Dollars in the aggregate, which policy shall name Client as an additional insured thereunder where applicable. Service Provider shall provide Client with a certificate of insurance evidencing all insurance coverage required by this Staffing Agreement and applicable law.

9. PAYMENT FOR SERVICES.

Service Provider will remit weekly invoices for services rendered for the prior week. The billing cycle is scheduled on a one (1) week, seven (7) day cycle, commencing with the day shift Sunday and ending with the night shift Saturday, seven (7) days later. Invoices are issued electronically via email, unless other requested by Client, in writing.

Client shall pay to Service Provider, within thirty (30) days of date of invoice at the rate specified in Fee Schedule attached hereto as <u>SCHEDULE A-1 and/or SCHEDULE A-2</u>. The rates specified in <u>Schedule</u> <u>A-1/A-2</u> and such rates shall remain in effect until (i) both parties mutually agree to amend the rates or (ii) as needed to reflect changes in the market based upon prevailing conditions and/or changes in federal and state law to offset any increases in statutory costs, whichever is earlier, but in no event shall there be a period longer than three (3) years between rate adjustments. People 2.0 adheres to all minimum requirements for State, County, and City mandated sick leave statutes. Accruals will be monitored and managed by People 2.0. Accrued sick leave taken by Assigned Professionals will be paid to Assigned Professionals as required by law and considered billable to Client.

Notwithstanding anything contained herein or otherwise to the contrary, Client shall be responsible to Service Provider for such fees relating to a Professional's completion of the Client's orientation program. Undisputed accounts unpaid thirty (30) days or more from the invoice date are subject to a monthly service charge of 1.5%. All undisputed short pays on invoices due will incur an additional

\$10.00 charge per incident, if documentation from Service Provider shows the short pay is incorrect or undisputed. If a portion of any invoice is disputed, Client will pay the undisputed portion and work with Service Provider in a timely, good faith manner to resolve any dispute and promptly pay Service Provider such resolved amount of such invoice.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- a. Service Provider agrees to indemnify, defend and hold harmless Client and its officers, employees, agents, affiliates, successors and assigns ("Client Parties") from and against any and all claims, actions, liabilities and costs (including attorneys' fees) ["Losses] to the extent caused by: (i) the negligence, unlawful activity or willful misconduct of Service Provider or its directors, officers, employees (excluding any Professional), agents, affiliates, successors or assigns in the performance of Service Provider's Staffing Services. Client agrees to indemnify, defend and hold harmless Service Provider and its parent, affiliates, subsidiaries and related entities and each of their respective officers, employees, Professionals, agents, affiliates, successors and assigns ("Service Provider Parties") from and against any and all Losses to the extent caused by: (i) the negligence, unlawful activity or willful misconduct of the Client Parties or their respective directors, officers, employees, agents, affiliates, successors, assigns, invitees or third parties or the Professionals, (ii) the failure of Client Parties to provide a safe working environment (including but not limited to the presence of hazardous materials, substances or conditions therein at Client Party locations); (iii) harassment of Service Provider Parties by the Client Parties, their invitees or others at the worksite(s) or (iv) breach of this Agreement by the Client Parties.
- b. Notwithstanding anything contained herein or otherwise to the contrary, except and to the extent of a Party's gross negligence or willful misconduct or that of its respective Parties, in no event

shall either Party be liable for any consequential, incidental, indirect, compensatory, exemplary, or special damages of any kind (including but not limited to lost profits, lost data, or cost of substitute goods or services) and/or punitive damages. Notwithstanding anything contained herein or otherwise to the contrary, except and to the extent of a Party's gross negligence or willful misconduct or that of its respective Parties, in no event will either Party's cumulative aggregate liability under this Agreement, which shall be limited to the aggrieved party's actual and direct damages, exceed the compensation to be paid to Service Provider under this Agreement in the next twelve (12) months.

11. NOTICE.

Any notice required or authorized under this Agreement shall be in writing and shall be deemed given when sent by U.S. Mail, certified return receipt requested and addressed as follows:

To Service Provider:

Name: _____People2.0_____

Address: 2901 Wilcrest Drive, Suite 500 Houston, TX 77042____

To Client:

Name: _____Shaker Place_____

Address: 100 Heritage Lane, Albany NY 12211

12. AMENDMENTS.

This Agreement, inclusive of its Schedules, which are incorporated herein by this reference, contains all the terms and conditions agreed to by the Parties, and no oral agreement regarding the terms hereof will be binding. However, written amendments, signed by authorized representatives of both Parties, may be entered into and made a part of this Agreement.

13. EXPENSES RELATED TO DISPUTE.

In the event that either Party incurs any expense to enforce the provisions of this Agreement, the prevailing Party shall be entitled to reimbursement of such expenses, including court costs and reasonable attorneys' fees.

14. NON-SOLICITATION.

During the Term (defined below) of this Agreement, neither Service Provider nor Client shall solicit for employment the other Party's employees. Service Provider agrees not to hire any employee of Client, or return to Client a Professional for staffing, for 3 months after said employee terminates assignment with Client. Nothing herein shall be construed to prohibit a Party from solicitations or responses thereto from general mailings to professionals in the community, job fairs, employment agency referrals, internet postings, or other advertising for available employment positions in the ordinary course of either party's business.

Client agrees that during the Term of this Agreement, Client shall not offer employment to any Professional currently assigned by Service Provider to Client. If Client wishes to employ a Professional, Client may pay a flat rate conversion fee equal to 35% of the applicable bill rate for 480 hours (12 weeks' times 40 hours) for the employment of such Professional.

15. TERM.

This Agreement shall commence on the Effective Date and will be in full force and effect for a period of one (1) year ("Initial Term"). Thereafter, unless terminated as set forth herein, this Agreement shall automatically renew annually (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) shall constitute the Term. This Agreement may be terminated by either Party, with or without cause, with thirty (30) days' prior written notice to the other Party. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified mail, returned receipt requested mail, to the parties, their addresses set forth above, or to such other addresses as either Party may in writing designate to the other Party. This Agreement may be modified or amended only with the written consent of both parties. Neither Party may assign this agreement without the prior written consent of the other Party.

16. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to provisions of conflicts of law. The parties agree to submit to the jurisdiction of the state and federal courts of the State of Delaware for the resolution of any legal action arising out of this Agreement and agree that venue for such legal action shall lie exclusively in Wilmington County, Delaware. The United Nations Convention on the International Sale of Goods is expressly excluded from this Agreement, including without limitation, all transactions occurring hereunder or contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives, have executed this Agreement as of the Effective Date.

Service Provider:	Client:
By:	Ву:
(print name and title)	(print name and title)
(date)	(date)

people2.0

SCHEDULE A-1 FOR HOURLY EMPLOYEES FEE SCHEDULE

[Or replace with CLIENT PRICING AGREEMENT]

Contract Position	Assignment	Hourly Bill Rates
C.N.A.		\$48
Check if applicable	ADDITIONAL PAY RATES (defined on page)	next Bill Rate
		Bill Rate
· · · · · · · · · · · · · · · · · · ·	page) Type Orientation	Bill Rate Regular base rate
· · · · · · · · · · · · · · · · · · ·	page) Type	Bill Rate Regular base rate One and one-half hourly rate
· · · · · · · · · · · · · · · · · · ·	page) Type Orientation Overtime (after 40 hours) Late Call Premium (less than 2 hrs.	Bill Rate Regular base rate
· · · · · · · · · · · · · · · · · · ·	Type Orientation Overtime (after 40 hours) Late Call Premium (less than 2 hrs. prior to shift)	Bill Rate Regular base rate One and one-half hourly rate
	Type Orientation Overtime (after 40 hours) Late Call Premium (less than 2 hrs. prior to shift) On Call	Bill Rate Regular base rate One and one-half hourly rate
	Type Orientation Overtime (after 40 hours) Late Call Premium (less than 2 hrs. prior to shift) On Call Call Back	Bill Rate Regular base rate One and one-half hourly rate Guaranteed pay for entire shift if they arrive within 2 hours of the start of the shift
Check if applicable	Type Orientation Overtime (after 40 hours) Late Call Premium (less than 2 hrs. prior to shift) On Call Call Back Holiday	Bill Rate Regular base rate One and one-half hourly rate Guaranteed pay for entire shift if they arrive within 2 hours of the start of the shift
< <	Type Orientation Overtime (after 40 hours) Late Call Premium (less than 2 hrs. prior to shift) On Call Call Back Holiday Charge Position	Bill Rate Regular base rate One and one-half hourly rate Guaranteed pay for entire shift if they arrive within 2 hours of the start of the shift

Orientation: All orientation hours (general & unit specific) will be billed at the regular base rate.

Overtime: Overtime will be billed any time a Professional works at Client's facilities more than forty (40) hours in one workweek or in accordance with facilities state law governing overtime. Overtime will be billed at one and one-half (1 ½) times the base rate for the Professional, only after prior written approval by Client. For the purpose of calculating OT, the workweek begins Sunday at 7:00 am and includes the Saturday night shift beginning at 11:00 pm and ending at 7:00 am.

Call Back:	Is defined as any hours worked while assuming on-call status. Call Back is billed at one and one-half times (1 ½) the base rate with a minimum of two (2) hours paid to Service Provider. No on- call charges will be billed when on callback time.
Holidays includ	le: New Year's Eve 3P-7A, New Year's Day, Memorial Day Eve 11P-7A, Memorial Day, July 4th Eve 11P- 7A, July 4th Day, Labor Day Eve 7P-7A, Labor Day, Thanksgiving Eve 3P-7A, Thanksgiving Day, Christmas Eve 3P-7A, Christmas Day.
Holidays:	Hours worked on Holidays are billed at one and one-half times $(1 \frac{1}{2})$ the base rate. Overtime hours worked during a holiday will be billed at one-and-one-half $(1 \frac{1}{2})$ the holiday rate. Service Provider recognizes all three shifts (8- or 12-hour Night Shift going into the holiday, Day and Evening Shifts on the holiday) the day of the holiday recognized by Client.
Client:	
Ву:	Date:

(print name and title)

SCHEDULE B

This checklist will be used to track credentialing requirements by employee and facility. Please add any additional requirements per affiliate/facility request as needed. People 2.0 follows guidelines for credentialing that are in line with industry standards.

	RD CHEC sure/ Cer	KLIST tification
P20 Facility Standard Specific Requirement		Requirement
19-919		License Verification (via Primary Source Verification) (RN, LVN/LPN) – check expiration dates
~		<u>OR</u>
		 Certification Verification (CNA, CMA) – check expiration dates State-Specific Registry check and/or Education Verification Check
		Additional Requirements based on Specialty/Location
		Basic Life Support Certification (BLS) (AHA certified)
		ACLS - Advanced Cardiovascular Life Support
		PALS - Pediatric Advanced Life Support
		NRP - Neonatal Resuscitation Program
		TNCC - Trauma Nursing Core Course

• Education, Experience, Competency Evaluation & Orientation

P20 Standard	Facility Specific	Requirement
1		Resume (must include Education (school, degree, year graduated) as well as relevant Experience)
		Competency Evaluation
1		Core Competency Exam (includes HIPAA and OSHA)
		Additional Requirements on Request

Background Screenings

P20 Standard	Facility Specific	Requirement		
	opecific	Medical Sanctions (Level III) (includes the following):		
		 Office of Foreign Assets Control (OFAC) with BIS/DDTC/Other terrorist watch lists 		
		 Excluded Parties List System (EPLS)/System for Award Management (SAM) 		
		Office of Inspector General (OIG)		
		General Service Administration (GSA)		
		Department of Health & Human Services (HHS)		
	-	Food & Drug Administration (FDA)		
✓		Drug Enforcement Agency (DEA)		
		Office of Research Integrity (ORI)		
		Office of the Medicaid Inspector General (OMIG) (East Coast		
		requirement; as applicable)		
		Tri-Care / NJ Department Search (as applicable)		
		Pennsylvania Medi-Check (as applicable)		
		Additional Federal & State Healthcare Sanction Databases		
~		Social Security Number Trace /Address History		
~		Multi-Jurisdictional (Nationwide) Criminal Background Check (includes National Sex Offender Database)		
✓		County Criminal Background Check (7 years based on SSN trace)		
\checkmark		Professional Reference (supervisory or above)		
		Additional Requirements on Request		

• Health Status

P20 Standard	Facility Specific	Requirement
✓		Drug Screen* • 10 Panel with Oxy/Fentanyl
	I	Additional Requirements on Request
		TB Test (PPD) (proof of negative test within past 12 months)
		QuantiFERON-TB Gold Plus/T-Spot test (blood draw) for TB screening (in place of PPD)
		Physical Exam/Physician Statement (stating fit to work and free from any communicable diseases)
		Drug Screen* • 12 Panel

• Immunizations/Titers

P20 Standard	Facility Specific	
		MMR (Mumps, Measles/Rubeola, Rubella/German Measles)
		Hepatitis B
		Varicella (Chicken Pox)
		Tdap (Tetanus, Diphtheria, Pertussis)
		Flu vaccine
		COVID-19 Vaccination Card

· · ·	Additional Facility Requirements (not listed in other sections)

Approved:	Date:
	1

	Panel Details		
10 Panel	*AMPHETAMINES	*BENZODIAZEPINES	*OPIATES
Oxy/Fent	Amphetamine	Alprazolam Metabolite	Codeine
	Methamphetamine	Clonazepam Metabolite	Morphine
		Flunitrazepam Metabolite	Hydromorphone
	*BARBITURATES	Flurazepam Metabolite	Hydrocodone
	Amobarbital	Lorazepam	*OXYCODONES
	Butalbital	Midazolam Metabolite	Oxycodone
	Pentobarbital	Nordiazepam	Oxymorphone
	Phenobarbital	Oxazepam	*PHENCYCLIDINE
	Secobarbital	Temazepam	*PROPOXYPHENE
		Triazolam Metabolite	*OTHER NARCOTICS
			Fentanyl
		*COCAINE METABOLITES	Norfentanyl
		*MARIJUANA METABOLITES	
		*METHAQUALONE	
12 Panel	*AMPHETAMINES	*BENZODIAZEPINES	*MDA-ANALOGUES
	Amphetamine	Alprazolam Metabolite	MDA
	Methamphetamine	Oxazepam	MDMA
		Flurazepam Metabolite	MDEA
	*BARBITURATES	Lorazepam	*OPIATES
	Amobarbital	Nordiazepam,	Morphine
	Butalbital	Temazepam	Codeine
	Pentobarbital	Triazolam Metabolite	HyrdroMorphone
	Phenobarbital	*COCAINE METABOLITES	Hydrocodone
	Secobarbital	*MARIJUANA METABOLITES	*6-ACETYLMORPHINE
		*METHADONE	*OXYCODONES
		*METHAQUALONE	Oxycodone
			Oxymorphone
			*PHENCYCLIDINE
			*PROPOXYPHENE