



**State of Nebraska
Department of Administrative Services**

**RFP 5950 Z1: Eastern Nebraska Veterans Home Front Desk
Support Services**

**Management Registry, Inc. Technical Proposal and
Cost Proposal - Original**

PREPARED FOR:

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Form A
Bidder Contact Sheet
Request for Proposal Number 5950 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Management Registry, Inc.
Bidder Address:	13218 Cottner Street Omaha, NE 68137
Contact Person & Title:	Stacey L. Dlouhy - President - Government
E-mail Address:	sdlouhy@managementregistry.com
Telephone Number (Office):	402-779-7225
Telephone Number (Cellular):	402-415-8378
Fax Number:	888-873-7106

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Management Registry, Inc.
Bidder Address:	13218 Cottner Street Omaha, NE 68137
Contact Person & Title:	Cris A. Jensen
E-mail Address:	cjensen@managementregistry.com
Telephone Number (Office):	402-779-7196
Telephone Number (Cellular):	402-677-7978
Fax Number:	888-873-7106

SECTION 1: TECHNICAL PROPOSAL

1 REQUEST FOR PROPOSAL FORM (RFP SECTION VI A1)

Please see Appendix A.

1.A INTRODUCTION (RFP SECTION VI A)

Management Registry, Inc. appreciates the opportunity to submit our response to the Department of Administrative Services on behalf of the Nebraska Department of Veterans Affairs (NDVA) for (RFP) 5950 Z1 to provide personnel staffing for Eastern Nebraska Veterans Home (ENVH). With our 49+ years' experience providing similar personnel staffing for commercial and government clients, we understand your concerns with having a reliable support staff who are professional, skilled, and experienced in providing the monitoring, safety, and security needed at these facilities.

Management Registry, Inc. currently and has provided similar temporary support services to include:

- Personnel Staffing Services for the Eastern Nebraska Veterans Home (ENVH)
- Correctional Officers for the Commonwealth of Kentucky's Kentucky Correctional Psychiatric Center
- Louisville Regional Airport Authority - Parking Maintenance and Inventory Support Staff
- Nursing Support Staff for the State of West Virginia Veterans Home – Barboursville
- Nursing Support Staff for the Nebraska Department of Corrections
- Temporary Nursing Staff for the DCHC & CMHC
- Commonwealth of Kentucky Hazelwood Center Support Staff

MRInc's Unique Staffing Capabilities for the State of Nebraska, DHHS ENVH

EXPERIENCED PERSONNEL – For over 49 years Management Registry, Inc. has provided our clients quality temporary staffing services to include general labor positions. Our experience providing skilled staff extends from municipal airports, regional companies, and Fortune 500 companies. We excel in meeting the specialized needs of our clients.

LOW-RISK SERVICES – Our past and current customers attest to our ability to place reliable and experienced, parking professionals to meet their staffing needs. Management Registry, Inc. conducts thorough background checks and drug screenings to ensure our clients receive stable, skilled, and experienced support to meet their temporary staffing needs.

LOCAL ACCOUNT MANAGEMENT – Management Registry, Inc. provides open and ongoing communication with our clients. Our seasoned Account Managers possess a minimum of 5+ years' experience overseeing local, state, and Department of Defense contracts. These professionals ensure our Quality Controls and Quality Assurance processes are followed and improved upon when necessary. Our team is dedicated to ensuring our client's mission success.

Our account management team will use our quality control processes to ensure we meet the Nebraska Department of Veterans Affairs expectation for the ENVH position requirements. Beginning with frequent and ongoing communication, Management Registry, Inc.'s quality control includes employee performance surveys, client satisfaction surveys, and client suggestions for improvement. Management Registry, Inc. DNVH account team is located in Omaha, Nebraska, assuring ENVH a local team dedicated to providing qualified and reliable front desk staffing available when you require support.

2 CORPORATE OVERVIEW (RFP SECTION VI A2)

2.A BIDDER IDENTIFICATION AND INFORMATION (RFP SECTION VI A2A)



1868 Campus Place
Louisville, KY 40299

Over 49 years
providing Nursing
Support Staffing
Solutions



Cage Code: 34GR4

DUNS: 074055369

Corporate Name: Management Registry, Inc.
Corporate Headquarters Address: 1868 Campus Place
 Louisville, Kentucky 40299
Entity Organization: S-Corporation
State Incorporated: Kentucky
Year Founded: 1969

Management Registry, Inc. is the government division of Malone Workforce Solutions, and is incorporated under Management Registry, Inc. The company was established in 1969 and provides comprehensive short-term, long-term, temp to hire, and direct placement staffing solutions for all industries. The company and its government division's staffing solutions encompass screening, selection, placement, talent management programs and payroll processing support.

Incorporated under Management Registry, Inc., with headquarters at 1868 Campus Place, Louisville, KY 40299, the company does business with commercial clients as Malone Workforce Solutions. The distinct four (4) divisions of Malone Workforce Divisions include:

Commercial Staffing

- *Call Center*
- *Light Industrial and Manufacturing*
- *Clerical*
- *Hospitality*
- *Education*

Professional Staffing

- *IT/IS & Engineering*
- *Accounting & Finance*
- *Corporate/Professional*
- *Warehouse & Logistics*

Government

- *Clerical/Admin*
- *Nursing, Allied, Mental & Behavioral Health*
- *IT/IS & Engineering*
- *Accounting & Financing*
- *Correctional*

Healthcare

- *Nursing*
- *Allied*
- *Mental & Behavioral Health*
- *Social Work*

With its four (4) distinct divisions, its franchise subsidiary, Nextaff, and its Minnesota subsidiary, Jeane Thorne, the company operates across the country with 75 offices in 41 states, putting 11,000 associates to work each day. For its government clients and public industry sectors, Malone Workforce Solutions

delivers temporary staffing solutions under its government division, Management Registry, Inc., which allows the company to leverage the expertise of all its divisions and subsidiaries.

2.B FINANCIAL STATEMENTS (RFP SECTION VI A2B)

Management Registry, Inc. financial statements can be referenced in Appendix B.

2.C CHANGE OF OWNERSHIP (RFP SECTION VI A2C)

Management Registry, Inc. does not anticipate any change of ownership during the twelve (12) months following the proposal due date.

2.D OFFICE LOCATION (RFP SECTION VI A2D)

Management Registry, Inc.'s Omaha, Nebraska office will be responsible for all contract performance requirements under this contract. Our local branch office's address is:

13218 Cottner Street
Omaha, Nebraska 68137
Phone: 888.851.3588
FAX: 888.851.3588

2.E RELATIONSHIPS WITH THE STATE (RFP SECTION VI A2E)

Management Registry, Inc. has contracts the State of Nebraska Department of Corrections & Douglas County Community Mental Health Center & Health Center to provide healthcare staffing support.

Nebraska Department of Corrections	
Contract Point of Contact	<ul style="list-style-type: none"> Chelsey Tyburski, RN, BSN Nursing Supervisor Nebraska State Penitentiary Janey Arauco, RN, Nurse Supervisor Nebraska Diagnostic and Evaluation Center
Contract Number	<ul style="list-style-type: none"> #60812-O4
Telephone Number	<ul style="list-style-type: none"> 402.479.3462 – Chelsey Tyburski 402.479.6180 – Janey Arauco
Email Address	<ul style="list-style-type: none"> Chelsey.tyburski@nebraska.gov janet.arauco@nebraska.gov
Address	<p><i>Nebraska State Penitentiary</i> 14th & Pioneers Blvd. Lincoln, NE 68542</p> <p><i>Diagnostic and Evaluation Center</i> 3220 West Van Dorn Lincoln, NE 68522</p>

Contract Description: Healthcare Staffing Support

Management Registry, Inc. provides the staffing support services of RNs, LPNs, CMTs and CNAs within a 24 – 72-hour notification period. As these facilities operate 27/7 x 365 days a year, our team provides 24/7 staffing support. The company's Account Team has developed a NDCS tailored recruiting and screening process. Due to the nature of NDCS's patient population, Management Registry, Inc. recruits strongly qualified candidates who were willing to commit to serving inmates in a highly structured environment.

Management Registry, Inc.'s NDCS Staffing Specialist tailors our initial application process to reflect elements of this specific background screening. Through the company's client tailored screening process, Management Registry, Inc. had the contract amended to include several modalities such as Optometrist Technician that were not included in its contract with NDCS.

Douglas County Community Mental Health Center and Health Center

Contract Start and End	11 Nov. 2013 -- 30 Sept. 2016
Contract Point of Contact	Marti Christensen, Nurse Supervisor
Contract Number	N/A for this Contract
Telephone Number	402-444-7746
Email Address	marti.christensen@douglascounty-ne.gov
Contract Value	Open Ended Contract \$62,639.06

Contract Description: Locum Tenens Psychiatric Nursing

As this contract calls for true PRN nursing support (2 hours from notification from the facility to the arrival of the nursing support staff), Management Registry, Inc.'s Account Team has two (2) recruiters who built up our pool of candidates and to maintain a high number of candidates at the ready. Our Senior Staffing Specialist on this contract is located in Omaha and, in tandem with the Staffing Specialist, continually reaches out to active and passive candidates. We primarily use job websites such as CareerBuilder and the Omaha Craig's List Job Posting page.

To facilitate maintaining a large pool of qualified candidates, our Staffing Specialists will arrange to meet applicants in person outside of our branch office to gather our information for our Joint Commission standard credentialing standards. Management Registry, Inc.'s recruiting flexibility coupled with our stringent credentialing process allows us to maintain a deep pool of client qualified RNs, LPNs, and CNAs ready to provide services within 2 hours of notification.

2.F BIDDER'S EMPLOYEE RELATIONS TO STATE (RFP SECTION VI A2F)

No employee of Management Registry, Inc. is or was an employee of the State of Nebraska within the past six (6) months.

2.G CONTRACT PERFORMANCE (RFP SECTION VI A2G)

Management Registry, Inc. has not had a contract terminated for default during the past seven (7) years.

2.H SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (RFP SECTION VI A2H)

Management Registry, Inc. is providing the following three (3) projects that are similar in size, scope, and complexity to the staffing requirements being requested by NDVA.

Kentucky Correctional Psychiatric Center

Point of Contact	Jennifer Saroka
Contract Number	MA 758 1400000417
Telephone Number	502.225.5256
Email	Jennifer.saroka@ky.gov
Contract Start	28 January 2014
Contact End	16 March 2019
Budget	Open ended
Length of Contract	This contract is for a base year with options for four (4) optional years.
Performance	Prime Contractor (no subcontracting is used)

Contract Description: Contract Staffing

Work schedules are based on a 37.5-hour workweek. CPR and PPD required tests and HIPAA Compliance needs to be met.

- 1st Shift: 6:45 a.m. to 3:00 p.m.
- 2nd Shift: 2:45 p.m. to 11:00 p.m.
- 3rd Shift: 10:45 p.m. to 7:00 a.m.

We are using the additional sourcing processes to build our pool of available providers: CareerBuilder, Indeed, Zip Recruiter, Facebook, Job Boards and Career Fairs. To date we have placed people in the following positions:

- 232 - Correctional Officers
- 3 - Administrative Assistants
- 2 - Transcriptionist
- 2 - Medical Record Clerks

Commonwealth of Kentucky	
Name of Client	Cabinet for Health and Family Services
Project Title	Temporary Contract Labor
Contract Number	MA 758 1700000680
Contact Person	Tracey Huckeba, Administrative Specialist III, Department for Procurement Service
Contract Start Date	1 Feb. 2012 – 15 March 2017 (initial contract) Re-Compete Award: 16 March 2017
Contract End Date	1 March 2022
Address	275 E. Main Street #4WG, Frankfort, KY 40621
Telephone Number	502.564.7736 ext. 3109
Email Address	Tracey.Huckeba@ky.gov
Performance	Prime Contractor (no subcontracting is used)

Contract Description: Since 2012 we have been providing Administrative and Financial Staffing Support to the Cabinet. Our team sources, screens (to include a 10-panel, 7-year background, and skills assessments), and places temporary fiscal and administrative clerical support for this state agency.

Louisville Regional Airport Authority	
Contract Point of Contact	Ron Logsdon
Contract Number	N/A to contract
Telephone Number	502.363.8529
Email Address	ron.logsdon@flylouisville.com
Contract Start Date	29 March 2014
Contract End Date	31 December 2018
Performance	Prime Contractor (no subcontracting is used)

Contract Description:

Management Registry, Inc. provides an on-site supervisor for the Parking Operations who oversees our personnel and closely coordinates LRAA's Parking Operations administrative personnel. Our team continually sources, screens (to include skills assessment), and on-boards our personnel for LRAA. Our screening processes meet the additional TSA and DHS background and drug screenings. We have an onsite supervisor working with client at their Parking Authority Department.

To date we have placed 168 people as of 12 May 2018 in the following positions (number of placements per position):

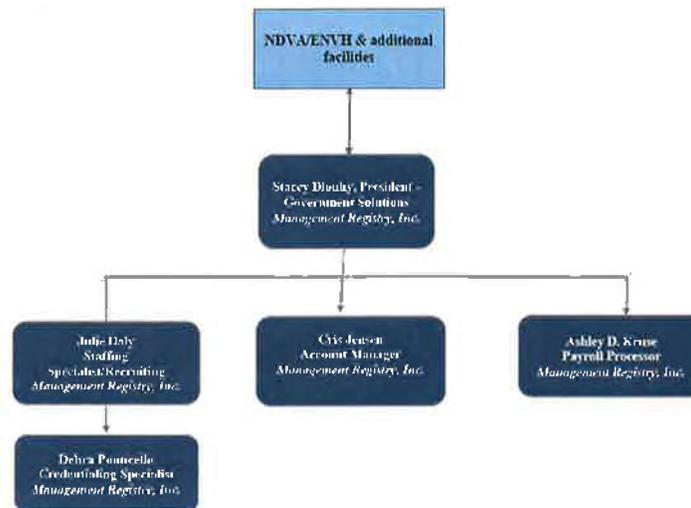
- Inventory – 38
- Grounds Maintenance – 18
- Maintenance Crew Leader – 1
- Senior Supervisor – 6
- Network Specialist (IT) – 1
- Purchasing – 2
- Receptionist – 1
- Cashier – 55
- Parking Maintenance – 47
- Supervisor – 10
- Bookkeeper – 1
- Shuttle Drivers – 6
- Customer Service Reps- 15
- Administrative Asst. – 2.

We are using the additional sourcing processes to build our pool of available providers: CareerBuilder, Indeed, Zip Recruiter, Facebook, Job Boards and Career Fairs.

Issues we have encountered are: the low pay rates for the current job market and shift requirements. LRAA background checks do reflect the same information as our company background checks and not being able to move forward with candidates and being told why. We have addressed the issues by working with the client and working to make some modifications on pay rates. We are in constant contact with LRAA and continue to have a good relationship with the facility.

2.I SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH (RFP SECTION VI A2i)

Management Registry, Inc's proposed Management Team located at 13218 Cottner Street Omaha, NE 68137 for the Nebraska Department of Veterans' Affairs (NDVA) to provide personnel staffing for Eastern Nebraska Veterans Home (ENVH represents our commitment to ensuring all positions are filled while going above and beyond in our efforts to ensure staff coverage for all shifts.



Stacey L. Dlouhy – President Government

SUMMARY OF QUALIFICATIONS

- 26+ years' experience in B2B and government consultative sales, marketing, business development, management and post-award program operations. Management & supervisor experience within corporate environments.
- 16 years operations & budget experience
- 11+ years in Organizational Development and Team Building
- Excellent knowledge of Microsoft Office, Excel, PowerPoint, Lotus Notes, WebEx, Act, Maximizer, Salesforce, API, and Avionte

Professional Experience

President – Healthcare Solutions

Feb. 2018 – Present

Malone Healthcare Solutions

Louisville, Kentucky

- Aligned newly acquired offices to company and Joint Commission processes and procedures
- Opened new flagship healthcare office in Omaha Nebraska
- Coordinates healthcare staffing opportunities with branch offices in Phoenix, AZ, Omaha, NE, Fort Wayne, IN, Oakbrook, IL, and Louisville, KY
- Manages Branch Managers and provides office staffing management oversight
- Developed marketing strategy to expand the division's footprint in the facility and non-profit sectors
- Expanded the division's partnerships with other healthcare staffing agencies
- Oversees the Quality Management Process in coordination with Director of Nursing

President - Government Solutions

Oct. 2015 - Present

Management Registry, Inc.

Louisville, Kentucky

- Maintains complete Profit & Loss responsibility; develops and administers budget, including marketing, operations and payroll
- Planned and coordinated marketing events resulting in additional applicants for awarded projects

- Analyzed operations, business and staff performance; initiated new management and operational systems that improved communication, performance measurements and job satisfaction
- Spearheaded Joint Commission certification (awarded in May 2018).
- Oversees Capture Strategy to identify strategic opportunities
- Coordinates strategic pricing for new opportunities and for re-compete contracts.
- Oversees training of new personnel
- Provides oversight for the management of the overall operations of state and local, federal and commercial clients within administrative, healthcare and general labor verticals.
- Oversees healthcare, administrative, and general labor accounts to include Veterans Homes in Idaho and West Virginia, the State of West Virginia's psychiatric hospital, the State of Nebraska's Department of Correctional Services, Douglass County's DCHC & CMHC, State of Louisiana's Huey P. Long Medical Center, Louisville Regional Airport Authority, the University of Louisville, and Department of Defense accounts to include Offutt Air Force Base, and state contracts to include the State of Kentucky's Department of Juvenile Justice facilities & the Commonwealth of Kentucky
- Oversight of recruiting and onboarding processes in order to meet The Joint Commission standards, local, state and federal requirements
- Continually maintains open communication and dialogue with client stakeholders through setting up touch base meetings and onsite visits which are convenient to the client
- Leads weekly and monthly internal account reviews accessing recruiting endeavors, projects timelines and makes adjustments as needed to include using specialist recruiters and adjusting division budget allocations

Director- Government Solutions
Management Registry, Inc.
Louisville, Kentucky

Oct. 2013 - Present

- Maintained complete Profit & Loss responsibility; developed and administered budget, including marketing, operations and payroll
- Stepped in as Director of the Government Division and within three months the division recorded its first profitable month in 30 months
- Expanded the division's and the company's presence in the Mid-Atlantic and Midwest regions
- Oversees Business Development to identify strategic opportunities
- Provides strategic pricing for new opportunities and for re-compete contracts
- Reorganized the division bringing in a new team of personnel committed to excellence and serving our clients' needs
- Trained new personnel for recruiting and payroll positions
- Undertook the task to implement a new CRM and an industry recognized Workforce Management program
- Extensive knowledge managing the overall operations of state and local, federal and commercial clients within administrative, healthcare and general labor verticals
- Manages healthcare, administrative, and general labor accounts to include Veterans Homes in Idaho and West Virginia, the State of West Virginia's psychiatric hospital, the State of Nebraska's Department of Correctional Services, Douglass County's DCHC & CMHC, State of Louisiana's Huey P. Long Medical Center, Louisville Regional Airport Authority, the University of Louisville, and Department of Defense accounts to include Offutt Air Force Base, and state contracts to include the State of Kentucky's Department of Juvenile Justice facilities & the Commonwealth of Kentucky
- Successfully recruits, hires and on boards employees

- Maintains open communication and dialogue with client stakeholders through setting up touch base meetings and onsite visits which are convenient to the client
- Assess client staffing requests to build weekly and monthly recruiting plans

Business Development Manager**April 2012 – Oct. 2013***Management Registry, Inc.**Louisville, Kentucky*

- Spearheaded the GSA Schedule effort, resulting in the company's first GSA Schedule Award
- Team Development and Coaching of this newly formed company division by facilitating communication, maintaining complete transparency, and individual coaching of division personnel
- Oversaw capture and strategic teaming opportunities with prime and subcontractors
- Assisted partners with government account management
- Instituted a comprehensive evaluation system to include developing client and position specific surveys

Government Business Development Executive**Oct. 2010 – Mar. 2012***FocusOne Solutions**Omaha, Nebraska*

- Responsible for identification, qualification, and closing new business with federal, state and local government clients/agencies
- Established partnerships for both FocusOne Solutions and Aureus Medical including teaming and subcontracting agreements enabling additional revenue opportunities
- Consulted government clients on vendor management solutions and healthcare staffing needs for medical treatment facilities improving operating efficiencies while offering high quality healthcare professionals to their hospitals and bases nationwide
- Complete knowledge and experience with procurement, RFP's and writing sales proposals to federal, state and local government using my extensive understanding of government terminology, GSA schedules and Set-Asides
- Assisted in the development of corporate teaming and subcontracting agreements
- Assisted in the development of marketing collateral for FocusOne Solutions
- Successfully met and exceeded annual quota and increased government business 100%
- Recognized for closing the first "Prime" and "Subcontractor" agreements for the company.
- Closed new business including Indian Health Services (I.H.S), Veteran Affairs (VA's), Dyess AFB and Eglin AFB

Director, Sales & Government Services**Oct. 2007 – March 2010***West Corporation**Omaha, Nebraska*

- Responsible for identification, qualification, and closing new business with B2B, federal, state and local government clients/agencies
- Consulted corporate and government clients on Technology-Driven Voice-Oriented Communications Solutions, Customized Hosted IT Solutions, Business Processing Outsourcing, Contact Center Services, Analytics and Workforce Management Solutions to improve clients cost structure and provide reliable, high-quality services
- Complete knowledge and experience with procurement, RFP's and writing sales proposals to federal, state and local government using my extensive understanding of government terminology, GSA schedules and Set-Asides
- Assisted in developing corporate teaming and subcontracting agreements

- Developed marketing collateral for government services division
- Closed new business including B2B, federal, state and local agencies including Federal Communication Commission (FCC), Amtrak, Section 8 Housing Authority, Commonwealth and Department of Energy

EDUCATION AND TRAINING

- B.S. Broadcast Journalism, Minor in Speech Communications, University of Nebraska at Omaha
- Crisis Prevention Institute (CPI) Certified Trainer #1021625 – April 2014

References

Ron Logsdon
Director of Parking Operations
Louisville Regional Airport Authority
Office: 502.380.8321
Ron.Logsdon@flylouisville.com

Sheridan Adkins
MMBH-Nursing Recruitment
Office: (304) 525-7801 ext. 734
Sheridan.J.Adkins@wv.gov

Lorelle Kisamore, RN
Nursing Director I
West Virginia Veterans Nursing Facility
Office: 304-626-1600 x3030
Glenna.L.Kisamore@wv.gov

Cristina A. Jensen – Account Manager

SUMMARY OF QUALIFICATIONS

- Tailored recruiting for client specific needs with a 90% candidate acceptance rate
- Strong Networking Skills
- Conflict Resolution
- Excellent interpersonal skills and rapport building
- Client Specific Credentialing
- Account Operation Knowledge
- Attention to Detail

PROFESSIONAL EXPERIENCE**Account Manager****June 2015 - Present**

- Develop a pool of qualified candidates in advance of need – Utilizes, information, technological, and advertising resources to attract, recruit, screen and hire high quality nurses.
- Develops and maintains close working relationships with clients, vendors and clinical employees.
- Compiles and maintains a supply of pre-employment documents, in preparation for on-going recruitment. Documents in New Employee package reflect continuous revision in an effort to maintain compliance with the most recent pre-employment screening and performance improvement standards.

- Ensures all credentials, health documents and competencies are current during pre-employment screening and re-activation process' and as long as the employee is actively working for Management Registry, Inc.

Staffing Specialist**2013 to June 2015*****Management Registry Inc.******Louisville, Kentucky***

- Maintain master schedule for PRN clients
- Proactively build candidate pools based on client historical needs.
- Conduct structured interviews to assess candidate's qualifications ensuring candidates meet and/or accede clients' needs.
- Conduct and review all background checks to include national, state and DMV records
- Administer and review all required skills testing
- Build and maintain open communications with clients to insure candidates are meeting clients current needs
- Completed credentialing and gathered all documents for nurses' files to submit to hospitals. Active candidate calling from Career Builder and Indeed apps to bring in nurses.
- Recruited healthcare, administrative professionals, correctional officers, and general labor candidates to fill state and federal contracts.
- Oversees the daily, weekly, and monthly updating of the healthcare database
- Specialist Recruiter to target passive candidates for hard-to-fill modalities and rural locations to include Kentucky, Nebraska, Idaho, Ohio, and West Virginia.
- Maintain employee and client annual reviews
- Train junior Staffing Specialists in the areas of job board, social media and passive candidate techniques

Senior Mortgage Closer**2008 to 2013*****Bank of the West******Omaha, Nebraska***

- Review Mortgage Requirements and Determine if a file is clear to Close
- Prepare Mortgage Closing Instructions and Mortgage Loan Documents
- Prepare and Review HUD-1 for accuracy
- Disburse Loan Proceeds
- Review Closed Mortgage Documents

Loan Document Specialist 2**2006 to 2008*****Wells Fargo Home Mortgage******Omaha, Nebraska***

- Review Mortgage Requirements and Determine if a file is clear to Close
- Prepare Mortgage Closing Instructions and Mortgage Loan Documents
- Prepare and Review HUD-1 for accuracy
- Disburse Loan Proceeds
- Review Closed Mortgage Documents
- Training

Loan Officer**2004 to 2006*****Central States Mortgage******Omaha, Nebraska***

- Home Mortgage Origination

- Mortgage Loan Processing
- Credentialing Loan Applicants
- Customer Service
- Recruiting Real Estate Agents and Credit Unions

Escrow Officer

2003 to 2004

First US Title & Escrow

Omaha, Nebraska

- Residential refinance and purchase money lender closings
- Residential Real Estate Closings
- Closing Coordinator for Nebraska and Iowa
- Recruiting Real Estate Agents and Financial Institutions

Escrow Officer

2002 to 2003

Missouri River Title

Omaha, Nebraska

- Residential refinance and purchase money lender closings
- Residential and Commercial Real Estate Closings
- 1031 Exchange Closings
- Recruiting Real Estate Agents and Financial Institutions

Escrow Officer

2001 to 2002

LTS Title Services

Omaha, Nebraska

- Residential refinance and purchase money lender closings
- Residential and Commercial Real Estate Closings
- Closing Coordinator for Nebraska and Iowa
- 1031 Exchange Closings
- Recruiting Real Estate Agents and Financial Institutions
- Training

Escrow Officer/Office Manager

1999 to 2001

Empire Title and Escrow

Denver, Colorado

- Residential refinance and purchase money lender closing
- New Construction and Commercial Real Estate Closings
- 1031 Exchange Closings
- Recruiting Real Estate Agents and Financial Institutions
- Training
- Report Reconciliation

Escrow Officer

1996 to 1999

LTS Title Services

Omaha, Nebraska

- Residential refinance and purchase money lender closings
- Residential and Commercial Real Estate Closings
- Closing Coordinator for Nebraska and Iowa
- 1031 Exchange Closings
- Recruiting Real Estate Agents and Financial Institutions

- Training
- Bank Reconciliation
- Order Processing

References

Jennifer Saroka
Director of Human Resources and Staff Development
Kentucky Correctional Psychiatric Center
Phone: 502 225-5256
Jennifer.saroka@ky.gov

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Christy.Kiggins@veterans.idaho.gov

Roy D. Johnson
Resort Park Manager
Cumberland Falls State Resort Park
Phone: 606-528-4121 ext. 401
roy.johnson2@ky.gov

Julie Daly – Staffing Specialist

Experience

Recruiting Administrative Assistant **Aug. 2017 – Present**
Management Registry Inc.
Omaha, NE

- Develops a pool of qualified candidates in advance of need by utilizing information, technological, and advertising recourses to attract, recruit, screen and hire high quality nurses.
- Prepares New Employee package through compiling and maintaining a supply of pre-employment documents, in preparation for on-going recruitment
- Documents in New Employee package must reflect continuous revision in an effort to maintain compliance with the most recent pre-employment screening and performance improvement standards.
- Ensures all credentials, health documents and competencies are current during pre-employment screening and re-activation process' and as long as the employee is actively working for Management Registry, Inc.
- Efficiently and effectively fills open positions by employing organizational and communication skills, a positive attitude, and ingenuity while utilizing the resources provided by the CEO to maintain and grow Management Registry, Inc.'s primary source of revenue.

Physician's Services Assistant **Jan. 2017 – Aug. 2017**
Real Radiology
Omaha, Nebraska

- Accounts receivable: Receive payments, posting financial transactions, assisting with bank deposits

- Collection reports: weekly, mid-month and end of month reports. Excel reports and pivot tables
- Collection calls, sending invoices, bill reminders and statements to clients
- Customer service. Initial application and Re-application for Physicians: Evaluation of a Physician's qualifications and practice history
- Review of Physician's completed training, education, residency and licenses
- Maintain records of Physician's applications and verification letters
- Release of pertinent information to persons or agencies in accordance to regulations
- Medical records requests

Community Associate**June 2016 – Jan. 2017***Regus**Omaha, Nebraska*

- Key Contact for customers and visitors
- Problem solving and customer satisfaction
- Multitasking with efficacy when answering phone lines, and insuring timely distribution of mail and package handling requests and services
- Assisting customers with key services
- Customer bookings
- Office and meeting room showings
- Creating ads and promotion of product sales

Insurance billing – Supervisor – PMAC**Mar. 2012 – July 2015***Dr. Steven D. Meinhold, D.P.M.**Omaha, Nebraska*

- Completed a variety of complex clerical and accounting functions, accounts receivable, payroll and accounts payable for patient billing
- Completed verification and invoice information and referencing third parties on submitted claims and patient billing
- Resolving problems by resubmitting and working through rejected claims
- Completed patient payment postings and resolution of patient billing complaints
- Patient care and physician's assistant
- Completing and processing of x-rays
- Phlebotomy
- Cleaning and sterilization of surgical instruments
- Assistant in surgical procedures
- Office managerial duties

Patient Care Technician**Oct. 2010 – Feb. 2012***The Nebraska Medical Center**Omaha, Nebraska*

Perform and delegated patient activities as assigned by licensed nursing personnel for the complete of patient's plan of health care.

Patient Care Technician**Apr. 2009 – Feb. 2010***Alegent Health Lakeside**Omaha, Nebraska*

Perform and delegated patient activities as assigned by licensed nursing personnel for the complete of patient's plan of health care.

Education

Associates of Science, Nursing
College of St. Mary
Metro Community College

Certifications

- CNA
- PMAC (Podiatric Medical Assistant Certified)
- Certified Medical Radiography on the ankle and foot
- BLS/CPR
- Patient wellbeing and infection control

References

Jennifer Saroka
Director of Human Resources and Staff Development
Kentucky Correctional Psychiatric Center
Phone: 502 225-5256
Jennifer.saroka@ky.gov

Jo Alice C. Payton
Recruiting Manager
Kentucky Correctional Psychiatric Center
Phone: 502-225-5257
Joalice.payton@ky.gov

Danielle Carter
Registered Nurse
Ohio Department of Rehabilitation and Correction
Phone: 614.735.4634
danigirlred@yahoo.com

Debra K. Ponticello – Credentialing Specialist

SUMMARY OF QUALIFICATIONS

Debra oversees and ensures the compliance of our field employees' qualifications such as education, certifications, licensing, vaccination/health documentation, and yearly continuing education (CE). Her experience in Joint Commission and credentialing for various personnel and physicians assures our clients that our employees fully meet their position requirements.

Professional Experience

Credentialing Specialist **Oct. 2018 -Present**
Management Registry, Inc./ Malone Workforce Solutions -Healthcare Division
Omaha, NE

- Record keeping - Maintaining organizing and protecting the confidentiality and safety, of health financial, credentialing and sensitive operational information of Management Registry, Inc.'s employees and the corporation in general.
- Prepare New Employee package – Compile and maintain a supply of pre-employment documents, in preparation for on-going recruitment. Documents in New Employee package must reflect continuous revision in an effort to maintain compliance with the most recent pre-employment screening and performance improvement standards.

- Employee QA - Ensure all credentials, health documents and competencies are current during pre-employment screening and re-activation process and as long as the employee is actively working for Management Registry, Inc.

Office Manager/Credentialling**June 2005 – Dec. 2017*****Gerald S. Ferenstein, M.D., P.C., Papillion, NE***

- Oversaw all functions of private practice and adjacent glasses dispensary
- Hired, trained, and supervised employees who worked in the positions of front desk/billing assistant, technician, and optician
- Responsible for accounts receivable, billing, and collections for multiple physicians, in multiple states maintaining accurate documentation, records, and completing reports
- Accurately computed all payroll and withholdings, completing reports
- Ensured accuracy of clinic, outpatient, and inpatient insurance claims, pre-authorizations, and workman's comp claims prior to submission, using both ICD 9 and ICD 10 codes. Ensured all services were billed. Resolved denied claims.
- Maintained privacy and ensured HIPAA compliance of all employees
- Ensured staff coordinated, scheduled, and documented appointments, testing, surgeries, and medications per physician orders
- Clearly communicated verbally and in writing communications to co-workers, patients, physicians, hospital staff, insurance companies, and pharmacies
- Provided support to multiple physicians, including personal calendars and credentialing
- Collaborated with internal and external customers to ensure accurate, timely products were developed

Vision Therapist**June 1998 – Sept. 2001*****Bellevue Vision, Bellevue, NE***

- Taught patients eye exercises to be performed at home and during clinic appointment
- Documented exercises and progress in patient chart
- Filed all insurance for vision therapy patients, including resolving rejected claims
- Established a clinic rewards system for vision therapy patients who were children

Family Day Care Coordinator**June 1992 – July 1994*****US DoD, Cheyenne, WY and Hickam AFB, HI***

- Managed caseload of 40+ homes
- Licensed and inspected homes of providers who wished to have family day care in their homes on military installation
- Inspected homes prior to licensing to ensure all military regulations were met, coordinating with other departments, including fire
- Trained groups of potential providers in CPR, military regulations, age appropriate activities, and USDA food program
- Ensured regulatory compliance of state USDA food reimbursement program
- Assisted with budgets (program and USDA)
- Inspected licensed homes on a monthly basis, documenting compliance or non-compliance and addressing non-compliance immediately with providers through teaching and motivation
- Composed newspaper articles, newsletters, and other written communication

MILITARY

U.S. Air Force – Honorable Discharge

EDUCATION

Bachelor of Arts – Psychology -Chapman, College, Orange, CA

References

Stefani Dayvault
Register Nurse
Baptist Health
Phone: 812.207.8633
stefanidayvault@yahoo.com

Janice Brooks
Certified Nursing Assistant
SSM Healthcare
Phone: 608.225.3193
jbrooks3@madisoncollege.edu

Lauren Lee
Registered Nurse
Baptist Health
Phone: 704.291.0241
endygirl28@yahoo.com

Ashley Kruse – Payroll and Billing Coordinator

SUMMARY OF QUALIFICATIONS

Ashley has full life-cycle staffing industry experience. Starting as a healthcare recruiter, Ashley possesses a keen understanding of variable schedules inherent in temporary staffing. With her degree in BA in Accounting, Ashley uses best industry practices when processing payroll.

Professional Experience

Payroll and Billing Coordinator
Management Registry Inc.
Omaha, NE

July 2016 – Present

- Manage and process payroll, identify and resolve errors, and supervise others including preparation of data in order to calculate payrolls within a defined time line
- Collaborate with A/R team to identify and correct invoicing and allocation errors
- Maintain & track PTO balances for employees serves as liaison with payroll, benefits, and talent management staff to enter and maintain up-to-date employee database information

Senior Recruiter
RTG Medical
Fremont, NE

May 2013 – June 2016

- Qualified candidates to specific requirements of open positions including: client expectations of performance, patient care setting, housing, pay, reimbursements, and benefits
- Processed payroll of employees in a timely and accurately manner by obtaining and verifying timecards, ensuring data is accurate and correct, and ensured individual and company reporting of wages and taxes are accurate

- Coached and counseled employees through the assignment, including targeted resolution of any concerns voiced by either the employee or client

Recruiter**Jan. 2012 – May 2013*****Aureus Medical
Omaha, NE***

- Source and review résumés of potential candidates by cold calling and online job boards
- Interviewed candidates seeking a change in employment throughout the United States
- Demonstrated leadership with my positive attitude, production levels, and customer service
- Facilitated the placement/assignment between hospitals, medical facilities, and candidates
-

Sales Representative**May 2009 – Jan. 2012*****State Farm
Omaha, NE***

- Interviewed prospective clients to obtain data about their financial resources and needs
- Sought out new clients and developed clientele by networking
- Developed marketing opportunities in the community to help drive clientele
- Interviewed, developed, and supervised new team members to the agency

Specialty Shop Manager**Feb. 2005 – Aug. 2009*****Scheels All Sports, Omaha, NE***

- Increased shop sales from \$850,000 to \$1.7 million in the first year of management
- Averaged a monthly total of \$150,000 in shop sales, 10% over yearly goal.
- Recognized for high personal sales; awarded for highest personal sales in Omaha store

EDUCATION**BS - Business Administration-Accounting May 2015
University of Nebraska Omaha, Omaha, NE****References**

Deanna L. Carver, Accountant III
Fiscal Services/Accounting
William R. Sharpe, Jr. Hospital
Phone: (304) 269-1210 Ext. 407
Deanna.L.Carver@wv.gov

Tamara D. Kuhn
Accountant/Auditor III
Mildred Mitchell-Bateman Hospital
tamara.d.kuhn@wv.gov
Phone: 304-525-7801 x619

Wendy O'Brien, VCA
Procurement Officer
Phone: 757-208-7784
wendy.obrien@dbhds.virginia.gov

2.J SUBCONTRACTORS (RFP SECTION VI A2J)

Management Registry, Inc does not intend to subcontract any part of performance under this contract.

3 TECHNICAL APPROACH (RFP SECTION VI A3)

3.A UNDERSTANDING PROJECT REQUIREMENT (RFP SECTION VI A3A)

Management Registry, Inc understands Support Staff are needed to perform front-desk operations at the Eastern Nebraska Veterans' Home (ENVH) and possibly other Nebraska State Veterans' Home facilities to include: Western Nebraska Veterans' Home (WNVH), located in Scottsbluff, Nebraska, Norfolk Veterans' Home (NVH), located in Norfolk, Nebraska and Central Nebraska Veterans' Home (CNVH), located in Kearney, Nebraska. Additionally, Support Staff will be available as needed by the facility 24x7, three hundred sixty-five (365) days a year **[RFP Section V A, B and C]**.

Management Registry, Inc. will provide qualified applicants for the Support Staff position(s) within 3 business days and provide ongoing status updates on their progress **[RFP Section V E 1]**. We will ensure all Support Staff dress is the approved contractor uniform with their name badge visible to staff, residents and guests entering the facility. Additionally, we will understand any new Support Staff who are approved to work at the NDVA will need to be trained before commencing work. Management Registry, Inc's will have an assigned trainee Support Staff member perform a minimum of 2 shifts with another trained Support Staff or NDVA staff and complete the NDVA facility Security Test with a score of 80% or higher **[RFP Section V C, D 1]**.

There will be 1 personnel on staff per shift at all times who will monitor **[ADDENDUM 1 Question 3]** incoming visitors and staff and will ensure all incoming visitors are clear and if they are not clear, Support Staff will reach out to the Nurse Supervisor before allowing the visitor into the home. Management Registry, Inc's Support Staff will perform all clerical and administrative to include medication logs, incoming call, review incoming mail and notify the Nurse Supervisor of any suspicious packages as well as security checks and reporting requirements such as Account Activity Reports/Security Logs for this position are completed at the required times diligently and professionally without room for error. We understand the requirements of the positions and understand some areas of the facilities may require more security on the weekend and night and/or overnight shifts and will make staff aware of these areas which may include but not limited to the Dietary, Canteen, Accounting Office, Commissary, Medical Supply Warehouse, Members Warehouse Storage and Pharmacy. Our Support Staff will remain professional and tactful when communicating with the public and NDVA staff **[RFP Section V D 1, 2, 4, 7, 11, 12, 13, 14, 18]**.

Management Registry, Inc.'s staff understands the importance of the Support Staff position and will notify an Administrative Assistant during normal business hours or the Nurse Supervisor during the overnight shift if the Support Staff needs to step away for breaks or lunch **[ADDENDUM 1 Question 4]** or complete their rounds. Our Support Staff will make their internal rounds at the designated times of the facilities at 9:00pm, 1:00am and 5:00am and external rounds at 11:00pm and 3:00am and will confirm there is coverage at the front desk at all time **[RFP Section V D 3, 16]**. Our Support Staff covering the weekend and night-time/overnight shifts will make sure they forward the phone to the portable cell while checking to make sure the main entrance and neighbourhood exits are locked and unlocked promptly at the designated times of 9:00pm and 5:00am each morning being cognisant during their rounds of all the core areas examining the doors, windows, turning off lights **[RFP Section V D 15, 17]**. Additionally, Support Staff is aware of the NDVA/ENVH sense of urgency and will respond to all calls for assistance in a prompt manner **[RFP Section V D 10]**.

Management Registry, Inc.'s Support Staff are trained to report any negligence or improper use of State property, equipment the conversion to personal use of property or food and will report the activity immediately to the Nurse Supervisor. Additionally, we will notify via email or phone call within 1 business day of any performance issues related to our employees working at any NDVA facility **[RFP**

Section V E 2]. Our Support Staff are trained to report unauthorized activities to include possession of drugs or alcohol and understand incidents should be reported immediately to the Nurse Supervisor on duty or Administration depending on the shift. Additionally, they are familiar with Fire, Emergency and Evacuation Plan will perform regular fire watch and monitoring for potential safety hazards and will be prepared to sound the alarm in case of fire and assist in the extinguishing of same or assist in the evacuation of the members as needed. Furthermore, our Support Staff will be able to assist staff in the event of bomb threat, potential physical violence, and threatening weather conditions [RFP Section V D 5, 8, 9].

3.B PROPOSED DEVELOPMENT APPROACH (RFP SECTION VI A3B)

3.b.1 Recruitment Strategies for DHHS ENVH (RFP Section V G1)

Management Registry, Inc.'s Account Managers and Staffing Specialists have profound knowledge and understanding on what it takes to recruit qualified candidates in this position and market.

With our knowledge and the position requirements, Management Registry, Inc. has onboard qualified candidates to meet the position; however, we understand there are times when unforeseen situations happen which may cause an open position.

We have implemented various strategies to attract and maintain a qualified pool of employees to include:

- Referral Bonus
- Local Community Resources
- Local Job Fairs
- Classified Advertising
- Job boards such as CareerBuilder, Indeed, ZipRecruiter, CareerBuilder, and Craigslist
- Social Media – Facebook & Twitter
- Client Referrals

Additionally, Management Registry, Inc. values the work our employees do for our clients and we recognize their commitment to our agency through phone calls, evaluations and monetary incentives; all our employees are valued throughout the year.

3.b.1.1 NDVA/ENVH Training Requirements

Management Registry, Inc. will coordinate with ENVH's designated representative to schedule training on requirements documentation for the AAR. Management Registry, Inc's Support Staff be scheduled for a minimum of 2 shifts prior to taking the ENVH Security Test, and they must score at least 80% or higher prior to performing task support without supervision [RFP Section V C]. All Management Registry, Inc's Support Staff test scores and onsite orientation will be tracked via our Scheduling and Credentialing software system.

3.b.1.2 Scheduling a Variable Workforce

Management Registry, Inc. will use the scheduling process, which we have used successfully with other clients who require variable staffing support.

When applicants have fully completed Management Registry, Inc's process, we complete a monthly schedule to let prevent any gaps in shift coverage. This information is keyed into our ENVH Master Schedule, which is maintained by our team and shared with the ENVH. The schedule is developed to ensure each potential day/event has two (2) to three (3) employees who can cover a shift. Additionally, by providing a monthly schedule it allows our Account Manager to coordinate requested days off with our current Support Staff to ensure our coverage.

3.b.1.3 Retention and Continuity

Management Registry, Inc. does value our employees, and we have developed competitive retention packages and programs to keep our talent. We have an average retention rate of 92%, and the key to our employee retention is "engaged employees." Our employees ignite performance, and they do so because Management Registry, Inc. creates a climate that fosters employee satisfaction and retention. The three pillars of our employee satisfaction and retention strategy are included below:

Team Environment: Our corporate team remains with the employee throughout the period of service. At every opportunity, our team seeks to move the individual toward higher professional and personal goals. We listen to our employees to make sure they have a voice in the process. Our Account Managers facilitate open lines of communication through emails, phone calls, weekly and/or monthly virtual team meetings, and an "open door" policy.

Employee Recognition – At every opportunity, we identify, recognize, and showcase our employees for their excellent performance. We have found that many of our best ideas for improvement come from our talent. Monetary, personal awards, increased responsibility, and promotions are just some of the benefits provided to our loyal employees. We are very committed to talent recognition, knowing that Management Registry, Inc. employees will:

Increase loyalty to our team and our customer	Improve employee performance
Boost morale across the line of operation	Reduce accidents and increase safety
Lower team turnover	Improve overall employee wellness

Professional and Personal Growth: We recognize that our individuals bring a shared success to the team. We recommend to each individual that he/she expand on any professional and personnel qualifications and seek every opportunity to reach high goals.

3.C TECHNICAL CONSIDERATIONS (RFP SECTION VI A3C)

3.c.1 Management Registry, Inc. Policies - EEO, ADA, Workplace Harassment, Sexual Harassment and Employee Diversity (RFP Section V G2)

Management Registry, Inc. is an equal opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Management Registry, Inc. will be based on merit, qualifications, and abilities. Management Registry, Inc. does not discriminate in employment opportunities or practices on the basis of race, sex, color, creed, national origin or ancestry, age, religion, marital status, sexual orientation, political belief, physical or mental disability or handicap, arrestor conviction record, military affiliation or veteran status, the use or non-use of lawful products away from Management Registry, Inc. premises during non-working hours, or any other characteristic protected by law. Management Registry, Inc. is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of Management Registry, Inc. and prohibits unlawful discrimination by an employee of Management Registry, Inc., as well as many non-employees such as vendors, suppliers and customers.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, layoffs, promotions, access to benefits and training, and other conditions of employment.

Management Registry, Inc. will make reasonable accommodations for qualified individuals with known physical or mental disabilities unless doing so would result in an undue hardship.

If an employee has questions or concerns about any type of discrimination in the workplace, they are encouraged to bring these issues to the attention of a member of management, Regional Vice Presidents, HR Manager or Owners of Management Registry, Inc.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

3.c.2 Management Registry, Inc. Policies - Backgrounds, Criminal and Sex Offender Checks (RFP Section V G3)

Management Registry, Inc. conducts extensive screening on our candidates upon hire and randomly based for cause and/or during an incident. Management Registry, Inc. will maintain policies and procedures for conducting thorough background checks prior to Support Staff's first shift and provided at minimum the documentation illustrated in Table 1 below [RFP Section V E 3, 4]:

Management Registry, Inc. Standard Screenings Table 1

Management Registry, Inc. Standard Screenings for General Labor Positions

- ✓ **Safety Screening/Testing** – All Management Registry, Inc. applicants must watch the OSHA HazCom Video as part of their Application Process. Candidates then take an online, graded test. They must score 100% in order to proceed in our Management Registry, Inc. Application Process.
- ✓ **National Criminal Check Background Checks** We conduct a very stringent background validation system using IntelliCorp. Our standard policy prior to submission of a candidate to a client is successfully passing a National and state of residence criminal background for the last seven (7) years. Management Registry, Inc. background checks are conducted without regard to race, creed, sexual orientation, age, or handicap in accordance with state and Federal Regulations.
- ✓ **Central Registry Check** - Management Registry, Inc. will conduct a central registry check for information concerning the Abuse or Neglect to a child or elderly person.
- ✓ **Sex Offender Registry for Employees working with minors** - Management Registry, Inc. uses the National Sex Offender Registry and the candidate's state of residence(s) should a client request a Sex Offender Registry screening.
- ✓ **OIG Exclusion Search/LEIE Record Check:** Conducted initially and annually
- ✓ **10 Panel Drug Screen** – All Management Registry, Inc. candidates must pass our 10 Panel Drug Screening before starting work. Management Registry, Inc. stands firm in its commitment to provide a drug free environment for the University of Kansas and our employees. With this goal and because of the serious drug abuse problem in today's workplace, Management Registry, Inc. enforces the following policy: 1) we explicitly prohibit the use, possession, and solicitation for the sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on company or customer premises or while performing an assignment and 2) we explicitly prohibit being impaired or under the influence of legal or illegal drugs or alcohol on company or customer premises that adversely affects the employee's work performance, his or her own or others' safety at the workplace, or the employers' reputation.

** Management Registry, Inc. uses LabCorp for our drug screenings. Management Registry, Inc. will test an employee for cause.*

-
- ✓ **E-Verify/Employment Eligibility Verification**
 - ✓ **Education Verification** – Management Registry, Inc. works with all candidates to ensure application packets meet client specifications. To conduct education verification, Management Registry, Inc. requests a copy of the candidate’s high school diploma and/or a copy of their certificate of higher education. If an applicant cannot present the diploma, we then submit his/her educational information to Sterling Infosystems for verification. Depending upon where the applicant attended school and the current status of the education facility, verification can take up to thirty (30) days.
 - ✓ **Interview** - If applicants demonstrate a good match for the position and for the University of Kansas, then Management Registry, Inc. will schedule a structured interview with the applicant to further assess their qualifications, experience, and compatibility. During the interview process the Staffing Specialist will identify the work preferences and goals of the applicant. In consideration of the assessments and job preference, the Recruiting Specialist will be able to place the right candidate into the right position.
 - ✓ **Reference Check** - In contingent staffing reference checks, Management Registry, Inc. requires all applicants to complete a reference check authorization form. Once the completed and signed form is returned, a Management Registry, Inc. Recruiting Specialist will contact at least two (2) supervisor references via phone to verify past employment history (dates).
-

3.c.3 Performance and Evaluation Process (RFP Section V G4)

Management Registry, Inc’s foundation for customer retention is our Quality Control Plan (QCP). Our QCP is immediately engaged upon the first communication of an issue by a client. We utilize several tools to help us gauge customer satisfaction and continuous improvement opportunities.

The first tool we use is our Staffing Survey, administered virtually which gauges the level of loyalty a client has towards Management Registry, Inc. based on service delivery. This tool allows us to monitor branch specific results, overall Management Registry, Inc. results, and client specific results. Based on the feedback received, Management Registry, Inc. leadership and the Account Manager collaborate to develop any necessary service improvement.

Additionally, Management Registry, Inc. receives direct feedback from client stakeholders through monthly/quarterly business reviews. These reviews allow Management Registry, Inc. to report on KPI performance, trends in the market, or customer specific trends. These also afford us the opportunity to work hand in hand with the NDVA ENVH on best practices, continuous improvement opportunities, and tracking results to established action plans.

By keeping open lines of communication between our Account Managers and NDVA/ENVH, we receive immediate notification when issues arise. Management Registry, Inc’s QCP operates on addressing any issues before they adversely impact DHHS ENVH’s mission success.

Ongoing Employee Evaluations Management Registry, Inc’s Account Management Team sends annual employee evaluations to our clients. When a new employee begins providing staffing support, our Account Manager will reach out to the client stakeholders for a “New Start” employee client review after the first seven (7) days on the job. This early review allows our team to make adjustments to meet your Support Staff needs. With our comprehensive employee review process, Management Registry, Inc. can provide coaching to employees who have identified shortcoming. Our goal in both our recruiting process and assignment process is to reduce employee turnover. A sample of Management Registry, Inc’s Field Staff Employee Evaluation is provided below in Figure 1.



Field Staff Employee Evaluation

Employee Name _____ Title _____

<u>PROFESSIONAL BEHAVIORS</u>	Excellent	Above Average	Average	Below Average	Poor
Professional Appearance					
Punctuality & Dependability					
Flexibility					
Enthusiasm Toward Job					
Communication Skills					
Customer Service Focus					
Leadership Ability					

<u>TECHNICAL SKILLS</u>	Excellent	Above Average	Average	Below Average	Poor
Assessment Skills					
Technical Skills (Procedures)					
Documentation &/or Reporting					
Decision-Making Ability					

OVERALL QUALITY OF WORK: 1 2 3 4 5

Comments: _____

Name & Title _____ Date _____

Given by _____

Figure 1

Our commitment to Customer Satisfaction is why we have a client retention rate of 99.3%. We see our commitment to the success of and partnership with our client companies as the key contributors to our overall client satisfaction, retention, and expansion efforts. Management Registry, Inc. customers are able to reach their designated Account Manager quickly, to openly explain any issues, and to see any issue quickly and thoroughly resolved. We strive to never have an unsatisfied client. **Our dedication to resolve and prevent service failures in a quick, efficient, and impactful manner will be evident in our partnership with NDVA ENVH.**

3.c.4 Client Requests and Process for Temporary Staffing Assistance (RFP Section V G5)

Management Registry, Inc's Account Team can receive requests for temporary Staff Support via phone, email or FAX. We work with clients to develop a request system that best fits their needs. We will follow the guidelines of our clients and their preference to request Staff Support. Management Registry, Inc has the detailed job description already in our system and pre-qualified candidates to draw from to provide coverage.

Management Registry, Inc's Account Manager will receive open requests from the ENVH and communicate with all Staffing Specialist the open needs and begin to communicate the specific work

schedule to include days of the week and shift times with our candidate pool to confirm availability and submittal to the ENVH. Management Registry, Inc's application, assessment, and scheduling processes are housed in a cloud-based system which allows our Account Manager and clients the opportunity to have real-time access to all information regarding our ENVH candidate pool as well as coverage communicating the schedules with our clients and applicants quickly and efficiently.

3.c.5 Timekeeping Process for Support Staff (RFP Section V G6)

Management Registry, Inc. Support Staff will email or fax weekly timesheets which will be confirmed and approved by the ENVH Manager or Supervisor. Please reference Appendix C for a sample timesheet. Management Registry, Inc. employee timesheets will begin on Sunday and end on Saturday unless otherwise directed by our clients.

3.c.6 Management Registry, Inc's Standard Shifts (RFP Section V G7)

Management Registry, Inc. works with all our clients individually to determine their work weeks and shifts collaborating with our client's and their expectations along with our experience filling similar shifts. Typically shift times for 24x7 coverage 365 days may include: 12:30am-8:30am; 8:30am-4:30pm, 4:30pm-12:30am; however, at times our clients may need emergency coverage all will focus on the most efficient schedules for both our clients and our employees. Once we confirm the shifts, we begin communicating the job duties and hours with our employees or pool of candidates when recruiting and begin the process of onboarding them. Finally, Management Registry, Inc. understands the need for Holiday coverage and will ensure all State and Federal holiday shift are covered for the NDVA facilities.

3.c.7 Billing and Invoicing Process (RFP Section V G8)

Management Registry, Inc. will submit invoices for payment to ENVH no later than Friday following the week of service performed. Our Account Manager will email and/or mail invoices to the appropriate NDVA facility with attention to Accounts Payable. Invoices will include verified copies of Management Registry, Inc. Support Staff time sheets, with a summary of hours billed by each Support Staff, shifts worked, and the total amount due. Please reference Appendix D for a sample invoice.

3.D PROJECT WORK PLAN (RFP SECTION VI A3D)

3.d.1 Detailed Management and Work Plan (RFP Section V G9)

Management Registry, Inc's Project Work Plan based on the timelines provided by RFP 5950 Z1.

Management Registry, Inc. ENVH Project Work Plan Table 2

Management Registry, Inc. ENVH Project Work Plan	
Projected Calendar Dates	Activities
21, January 2019	<ul style="list-style-type: none"> State notification of contract award
22, January 2019	<ul style="list-style-type: none"> Stacey Dlouhy, Management Registry, Inc. President, Cris Jensen Account Manager and Julies Daly Staffing Specialist schedules meeting with NDVA/ENVH stakeholders.
28 – 30 January 2019	<ul style="list-style-type: none"> Meeting with Management Registry, Inc. President, Account Manager and Staffing Specialist and ENVH stakeholders. Areas for discussion: <ul style="list-style-type: none"> ✓ Current personnel ✓ Additional facility Support Staff needs and facility requirements and/or specifications ✓ Confirming ENVH Support Staff Job Description ✓ Confirming any additional processes, improvement ENVH would like included to discuss

	<ul style="list-style-type: none"> ✓ Additional facility Support Staff needs and facility requirements and/or specifications • Background and Drug Screening Results POC and communication for new applicants from Management Registry, Inc. Support Staff pool.
29 – 31 January 2019	<ul style="list-style-type: none"> • Ongoing Job Postings for ENVH Support Staff • Notification to current staff of new contract; insurance and expectations (if applicable) • Local Job Fair • Provide new Support Staff information to ENVH designated representative (resume and a copy of background screening report of interested Support Staff) • Applicant Screening Process begun on new candidates by ENVH
1-8 February 2019	<ul style="list-style-type: none"> • Status update on new Support Staff communicate to NDVA within 3 business days of • Finalized Applicant Screening Process submitted Support Staff and current candidates • Ongoing Recruiting • Schedule 2 hours Support Staff training and testing for Lobby Guard system, AAR, etc. • Status update on new Support Staff communicate to NDVA within 3 business days of • Continuously provide Support Staff information to ENVH designated representative (resume and a copy of background screening report of interested Support Staff)
11 -15 February 2019	<ul style="list-style-type: none"> • Support Staff training and testing for Lobby Guard system, AAR, etc. • Local Job Fair • Continuously provide Support Staff information to ENVH designated representative (resume and a copy of background screening report of interested Support Staff)
15 February 2019	<ul style="list-style-type: none"> • Confirmed Process on all new Management Registry, Inc. Support Staff
20 February 2019	<ul style="list-style-type: none"> • Go Live – Management Registry, Inc. Support Staff providing services
22 February 2019	<ul style="list-style-type: none"> • Receive Timesheets from Management Registry, Inc. Support Staff
1 March 2019	<ul style="list-style-type: none"> • First Invoice with timesheets submitted to NDVA/ENVH
31 March 2019	<ul style="list-style-type: none"> • Management Registry, Inc. follow up on performance and deliverables • Support Staff Employee Performance Surveys discussed with NDVA/ENVH on Support Staff Employee Performance.
25- 30 June 2016	<ul style="list-style-type: none"> • Ongoing & Quarterly ENVH onsite meeting

3.E DELIVERABLES AND DUE DATES (RFP SECTION VI A3E)**3.e.1 Work Plan Timelines, Staffing and Overtime (RFP Section V G10)**

Management Registry, Inc. has been successful in meeting deadline for its project work plans and at times delivering earlier on our timelines. We have been faced with situations where we have been asked to deliver Support Staff prior to the start of the contract due to oversights and have successfully provided coverage for over 48 hours of open shifts prior to contractual obligations. Additionally, Management Registry, Inc. values our clients and has worked to provide Support Staff outside of contractual obligations to allow our clients facilities to operate at full function. We will “*go above and beyond*” our obligations to work with our clients to prevent any shortfalls. In addition, Management Registry, Inc. will work with our clients to prevent any overtime by providing a pool of Support Staff who are used in this situation as well as working with our Support Staff requesting flexibility in their schedules if we determine someone may go into overtime. However, we understand there are times overtime is required by our clients and Management Registry, Inc. will be fully transparent and inform the NDVA if someone may go into overtime for any reason.

3.e.2 Coverage for Additional Facilities (RFP Section V G11)

For over 49 years Management Registry, Inc has provided our clients quality temporary staffing services throughout the United States and will provide the Support Staff as listed in RFP 5950 Z1 to the required specifications to include any additional facilities such as: Western Nebraska Veterans’ Home (WNVH) located in Scottsbluff, Nebraska; Norfolk Veterans’ Home (NVH) located in Norfolk, Nebraska and Central Nebraska Veterans’ Home (CNVH) located in Kearney, Nebraska [RFP Section V H]. Our experience providing skilled staff extends from State, Local & Federal facilities to commercial and Fortune 500 companies. We excel in meeting the specialized needs of our clients and have included in our Project Plan a request to gather intelligence on the additional facilities needs as well as a request for an onsite. Furthermore, Management Registry, Inc’s experience and nationwide footprint has allowed us to build a deep pool of candidates and given us the opportunity to work in both urban and rural areas as well as government and commercial industries across the United States. We intend to inquire with any current staff we have working in the area of their interest to work at the additional facilities as well as recruit new employees to allow for a pool of staff to be available as needed for the additional facilities.

4 STATE OF NEBRASKA – TERMS AND CONDITIONS (RFP SECTION II)

Management Registry, Inc. has read, understands, and accepts the State of Nebraska Terms and Conditions listed in Section II A through H and we are including completed Section II with our proposal response. In addition, we are also including copies of our insurance in Appendix E.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. understands and agrees to the General Conditions listed below if a contract should be issued resulting from the Request for Proposal (RFP).

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Notification if a contract should be issued resulting from the Request for Proposal (RFP).

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. will not commence any billable work until a valid contract has been fully executed by the State and Management Registry, Inc., and we will be notified when the work may begin.

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Change Orders as covered in this section of the RFP.

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Notice of Potential Contractor Breach terms and conditions as covered in this section of the RFP.

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Breach terms and conditions as covered in this section of the RFP.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Non-Waiver of Breach terms and conditions as covered in this section of the RFP.

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Severability terms and conditions as covered in this section of the RFP.

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Indemnification terms and conditions as covered in this section of the RFP.

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to pay all expenses as permitted by law including attorney's fees and costs in the event of any litigation, appeal, or other legal actions to enforce any provision of the contract if the State is the prevailing party.

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Assignment, Sale, or Merger terms and conditions in this section of the RFP.

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Political Sub-divisions terms and conditions as covered in this section of the RFP.

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Force Majeure terms and conditions as covered in this section of the RFP.

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Confidentiality terms and conditions as covered in this section of the RFP.

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

Q. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Early Termination terms and conditions as covered in this section of the RFP.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Contract Closeout terms and conditions as covered in this section of the RFP.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the terms of Independent Contractor as covered in this section of the RFP.

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Employee Work Eligibility Status terms and conditions as covered in this section of the RFP. Management Registry, Inc. uses E-Verify to verify the work eligibility status for all our employees.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the terms and conditions of Cooperation with Other Contractors as covered in this section of the RFP.

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. will include the cost of all royalties, licenses, permits and approvals and agrees to the terms and conditions in this section of the RFP.

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the State of Nebraska's terms of Ownership of Information and Data / Deliverables as detailed in this section of the Request for Proposal.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Insurance Requirements listed in this section of the (RFP). Management Registry, Inc. has included evidence of our coverage as listed with our response..

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Antitrust terms and conditions covered in this section of the RFP.

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. certifies that there does not exist any relationship between Management Registry, Inc. and any person or entity which gives or gives the appearance of a conflict of interest related to this RFP and we will not employ any individual known by us to have a conflict of interest

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees we will be responsible for the proper care and custody of any State-owned property furnished for use during the performance of the contract. Management Registry, Inc. will reimburse the State for any loss or damage of such property beyond normal wear and tear.

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Site Rules and Regulations as covered in this section of the RFP.

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Advertising terms as covered in this section of the RFP.

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. confirms we have a disaster recovery and back-up plan that meets the Disaster Recovery/Back Up Plan requirements covered in this section of the RFP. A copy will be provided to the State upon notification of award of a contract resulting from this solicitation.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. certifies we maintain a drug free work place environment to ensure worker safety and workplace integrity. We agree to provide a copy of our drug free workplace policy at any time upon request by the State.

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Invoicing requirements and conditions as covered in this section of the RFP.

Invoices shall include verified copies of all Support Staffs' time sheets, with summary of hours billed by each Support Staff, shifts worked and total amount due.

Weekly invoices shall be sent to: NDVA.ENVHaccountspayable@nebraska.gov

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Inspection and Approval terms and conditions as covered in this section of the RFP.

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Payment terms and conditions as covered in this section of the RFP.

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for

any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Funding Out Clause or Loss of Appropriations terms and conditions covered in this section of the RFP.

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Management Registry, Inc. agrees to the Right to Audit terms and conditions as covered in this section of the RFP.

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

APPENDIX A: REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Management Registry, Inc.
COMPLETE ADDRESS:	13218 Cottner Street Omaha, NE 68137
TELEPHONE NUMBER:	888-851-3588
FAX NUMBER:	888-873-7301
DATE:	10, December 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	President - Government

APPENDIX B: FINANCIALS

MANAGEMENT REGISTRY, INC. AND AFFILIATES

**CONSOLIDATED AND COMBINED
FINANCIAL REPORT**

DECEMBER 31, 2017

Draft

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Management Registry, Inc. and Affiliates
Louisville, Kentucky

We have audited the accompanying consolidated and combined financial statements of Management Registry, Inc. and Affiliates, which comprise the consolidated and combined balance sheet as of December 31, 2017, and the related consolidated and combined statements of income, stockholders' and members' equity and cash flows for the year then ended, and the related notes to the consolidated and combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated and combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated and combined financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated and combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated and combined financial statements are free from material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated and combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated and combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated and combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated and combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated and combined financial statements referred to above present fairly, in all material respects, the financial position of Management Registry, Inc. and Affiliates as of December 31, 2017, and the results of its operations and its cash flows for year then ended in accordance with accounting principles generally accepted in the United States of America.

Jones, Male & Mattingly P.C.

Louisville, Kentucky
June 28, 2018

Draft

MANAGEMENT REGISTRY, INC. AND AFFILIATES

CONSOLIDATED AND COMBINED BALANCE SHEET

December 31, 2017

ASSETS

CURRENT ASSETS

Cash	\$ 922,737
Trade receivables, net	40,432,731
Related party receivables	1,940,711
Prepaid expenses	1,518,448
Total current assets	<u>44,814,627</u>

PROPERTY AND EQUIPMENT

Land	300,000
Building and improvements	1,192,785
Leasehold improvements	205,564
Vehicles	358,574
Office equipment and software	1,763,213
Furniture and fixtures	677,372
	<u>4,497,508</u>
Less accumulated depreciation	<u>1,753,158</u>
	<u>2,744,350</u>

OTHER ASSETS

Self-insurance fund deposits	2,156,914
Equity in LLC	342,722
Equity in affiliate	129,079
Goodwill, net	20,833,496
Deposits	134,082
	<u>23,596,293</u>
	<u>\$ 71,155,270</u>

The Notes to Consolidated and Combined Financial Statements are an integral part of this statement.

LIABILITIES AND STOCKHOLDER'S AND MEMBERS' EQUITY

CURRENT LIABILITIES

Current maturities of long-term debt	\$ 4,718,347
Accounts payable	4,068,634
Accrued expenses	9,986,142
Deferred compensation	<u>342,069</u>
Total current liabilities	<u>19,115,192</u>

LONG-TERM LIABILITIES

Line of credit	25,568,800
Long-term debt, net of current maturities	13,284,974
Stockholder notes	<u>1,247,188</u>
	<u>40,100,962</u>

STOCKHOLDERS' AND MEMBERS' EQUITY

Common stock; no par value; 100 shares authorized, issued and outstanding	2,000
Retained earnings	<u>11,489,589</u>
	11,491,589
Members' equity	<u>447,527</u>
Total stockholders' and members' equity	<u>11,939,116</u>
	<u>\$ 71,155,270</u>

MANAGEMENT REGISTRY, INC. AND AFFILIATES
CONSOLIDATED AND COMBINED STATEMENT OF INCOME
Year Ended December 31, 2017

Revenues		\$ 220,568,242
Cost of revenues		<u>185,368,434</u>
Gross profit		35,199,808
General and administrative expenses		<u>29,789,281</u>
Operating income		<u>5,410,527</u>
Other income (expense)		
Interest expense		(822,704)
Interest income		7,553
Equity in earnings of affiliate		11,103
Equity in loss of LLC		(38,433)
Gain on sale of assets		13,693
Other income		3,900
Total other expense		<u>(824,888)</u>
Net income		<u>\$ 4,585,639</u>

The Notes to Consolidated and Combined Financial Statements are an integral part of this statement.

MANAGEMENT REGISTRY, INC. AND AFFILIATES

CONSOLIDATED AND COMBINED STATEMENT OF
STOCKHOLDERS' AND MEMBERS' EQUITY
Year Ended December 31, 2017

	Common Stock	Retained Earnings	Members' Equity	Total
December 31, 2016	\$ 2,000	\$ 10,188,376	\$ 1,756,869	\$ 11,947,245
Net income	--	4,471,203	114,436	4,585,639
Distributions	--	(3,169,990)	(1,423,778)	(4,593,768)
December 31, 2017	<u>\$ 2,000</u>	<u>\$ 11,489,589</u>	<u>\$ 447,527</u>	<u>\$ 11,939,116</u>

Draft

The Notes to Consolidated and Combined Financial Statements are an integral part of this statement.

MANAGEMENT REGISTRY, INC. AND AFFILIATES

CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS

Year Ended December 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Net income	\$ 4,585,639
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	1,111,014
Allowance for doubtful accounts	(72,242)
Amortization of loan costs included in interest expense	50,010
Equity in loss of LLC	38,433
Equity in earnings of affiliate	(11,103)
Gain from sale of property and equipment	(13,693)
Changes in assets and liabilities, net of the effects of investing and financing activities:	
Trade receivables	(20,486,251)
Related party receivables	17,127
Prepaid expenses	287,547
Deposits paid	179,111
Accounts payable	2,099,303
Accrued expenses	5,383,778
Deferred compensation	(377,951)
Net cash (used in) operating activities	(7,209,278)

CASH FLOWS FROM INVESTING ACTIVITIES

Contributions to investment in LLC	(65,762)
Distributions from investment in LLC	204,106
Proceeds from sale of property and equipment	97,694
Purchase of property and equipment	(324,485)
Net cash (used in) investing activities	(88,447)

CASH FLOWS FROM FINANCING ACTIVITIES

Net changes on line of credit	11,671,109
Principal payments on long-term debt	(1,283,473)
Distributions paid to stockholders and members	(2,810,835)
Net cash provided by financing activities	7,576,801

Net increase in cash 279,076

Cash:

Beginning	643,661
Ending	\$ 922,737

The Notes to Consolidated and Combined Financial Statements are an integral part of this statement.

MANAGEMENT REGISTRY, INC. AND AFFILIATES

CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
Year Ended December 31, 2017

SUPPLEMENTAL DISCLOSURES OF CASH FLOW
INFORMATION

Cash payments for interest	<u>\$ 772,694</u>
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NON-CASH INVESTING AND FINANCING ACTIVITIES

On March 10, 2017, the Companies acquired the goodwill of an entity for \$800,000 and recorded an accrued liability for the same amount that is to be paid over a period of eight quarters from March 10, 2017 to March 10, 2019.

On September 7, 2017, the Companies acquired the assets of nine entities for \$17,934,000. The Companies funded the acquisition with line of credit proceeds of \$3,668,680 and long-term debt of \$14,934,000. Payments for acquisition costs were \$668,680 and included deposits, debt issuance costs, and legal fees related to the acquisition.

On September 7, 2017, the Companies acquired the stock of three entities for \$3,066,000. The Companies funded the acquisition with long-term debt proceeds of \$3,066,000

During the year, the Companies had distributions of \$1,782,933 related to following stockholder transactions:

Payments due from stockholder receivables	\$ 405,745
Payments on stockholder loan	130,000
Issuance of stockholder notes	<u>1,247,188</u>
	<u>\$ 1,782,933</u>

The Notes to Consolidated and Combined Financial Statements are an integral part of this statement.

MANAGEMENT REGISTRY, INC. AND AFFILIATES

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies

Nature of operations

The consolidated and combined financial statements include the accounts of Management Registry, Inc. (MRI); Malone Staffing Georgia, LLC (MSG); Maloncore, LLC (Maloncore); MRI Holdings, LLC (MRI Holdings); Professional Selection Services, LLC (PSS); M.M.D., Inc. (MMD); AllStaff Recruiting, Inc. (ARJ); and M.Z.M., Inc. (MZM), collectively known as "the Companies." MRI has 100% ownership in Maloncore, MMD, ARI, and MZM and have been consolidated in these financial statements. The stockholders of MRI together own 100% of MSG and MRI Holdings and have elected to combine their operations in these financial statements. The sole owner of PSS is a related party to one of the owners of MRI and has elected to combine their operations in these financial statements. During the current year MSG was dissolved.

As an LLC, the liability of the members of MSG, MRI Holdings, and PSS are limited to their capital contributions. All significant intercompany transactions and balances have been eliminated.

Management Registry, Inc. and Affiliates is a nationwide staffing and recruiting firm specializing in providing high quality and reliable personnel in the areas of light manufacturing, logistics, automotive, government, IT and healthcare industries, with business operations concentrated in Kentucky, Illinois, Georgia, Indiana, Alabama, and Michigan.

Use of estimates

The preparation of consolidated and combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated and combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash

The Company maintains cash balances with a financial institution which, at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its bank deposits.

Trade receivables and unbilled revenue

Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis of 30 to 60 days and does not bear interest. The Companies' trade receivables are due from customers throughout the United States. Certain individual customer accounts are insured by a third-party insurer at December 31, 2017 with no policy deductible. Accounts will be written off as uncollectible after all collection efforts have been exhausted or when management determines it is no longer reasonable to expect payment from the customer. The Companies use the allowance method to account for uncollectible trade receivables. Management maintains an allowance for potential credit losses based on its assessment of the current status of the customer accounts. The allowance netted with receivables was \$65,979 as of December 31, 2017.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Trade receivables and unbilled revenue (continued)

Unbilled revenue represents temporary staffing services provided as of December 31, 2017, but not yet billed. The unbilled service revenue was approximately \$3,900,000 as of December 31, 2017.

Depreciation

Depreciation is computed by the straight line method over the following estimated useful lives:

Buildings and improvements	15-39 years
Leasehold improvements	15-39 years
Furniture and fixtures	5-7 years
Office equipment and software	3-5 years
Vehicles	5 years

Depreciation expense for the year ended December 31, 2017 was \$380,089.

Goodwill

The Companies have classified \$21,672,451 excess of the purchase price of current and prior year acquisitions over the fair value of identifiable net assets acquired as goodwill. The goodwill is being amortized on a straight-line basis over a period of ten years. Amortization expense for the year ended December 31, 2017 was \$730,914 and is included in general and administrative expenses on the statement of income. Accumulated amortization totals \$838,955 as of December 31, 2017. When a triggering event occurs, the Companies are required to evaluate goodwill for any impairment and adjust it to reflect any impairment losses. Management tests for impairment by comparing the fair value of the entity to the carrying value (book value). Fair value is determined based on the history and nature of the business; the economic outlook for the entity and the industry; and the earnings capacity and financial condition of the entity compared to industry standards, all of which include significant unobservable inputs. For the year ending December 31, 2017, there have been no events to trigger the testing for goodwill impairment.

Deferred financing costs

Deferred financing costs are reported as a direct deduction from the face amount of the related debt on the balance sheet and amortization of such costs are reported as interest expense in the income statement.

Investment in affiliate and LLC

Investments in affiliate and LLC are accounted for using the equity method of accounting because the investment gives the Companies' the ability to exercise significant influence, but not control, over an investee. Under the equity method, the investment is increased by the Companies' resources invested and the Companies' share of net income of the entity and is decreased by distributions and the Companies' share of net earnings (loss) of the entity.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Revenue recognition

Revenue is recognized when services are performed by personnel for customers.

Income taxes

MRI and MSG are taxed as an S corporation, MRI Holdings is taxed as a partnership, and PSS is a disregarded entity as defined in the Internal Revenue Code. The entities file income tax returns in the U.S. federal jurisdiction and various state and local jurisdictions. Accordingly, no income taxes are provided in the consolidated and combined financial statements since the taxable income is reported by the stockholders and members on their individual tax returns.

As of December 31, 2017, the Company did not have any accrued interest or penalties related to income tax liabilities, and no interest or penalties have been charged to operations for the years then ended.

The Company's federal and state income tax returns are subject to examination by the taxing authorities until the expiration of the related statutes of limitations on those returns. In general, the federal income tax returns have a three year statute of limitations, and the state income tax returns have a four year statute of limitations.

Advertising costs

Advertising costs are expensed as incurred and are included in general and administrative expenses. Advertising costs for the year ended December 31, 2017 were \$1,185,807.

Compensated absences

Employees of the Companies are entitled to paid time off depending on job classification, length of service, and other factors. It is impracticable to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying consolidated and combined financial statements. The Companies' policy is to recognize the costs of compensated absences when actually paid to employees.

Recent accounting pronouncements

On May 28, 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the Company's contracts with customers. This standard will be effective for the year ending December 31, 2019.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Recent accounting pronouncements (continued)

In February 2016, the FASB issued ASU 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of income. This standard will be effective for the year ending December 31, 2020.

Management is currently in the process of evaluating the impact of the adoption of these ASUs on the financial statements.

Subsequent events

Management has evaluated subsequent events through June 30, 2018, the date the financial statements were available to be issued.

Note 2. Business Combinations

On September 7, 2017 the Companies acquired 100 percent of the common stock of M.M.D., Inc. (MMD), AllStaff Recruiting, Inc. (ARI), and M.Z.M., Inc. (MZM), primarily to obtain additional client relationships to generate future revenues. The goodwill obtained is fully deductible for tax purposes over 15 years. The accompanying financial statements include MMD, ARI, and MZM's financial results for the period from the purchase date through December 31, 2017, which is approximately four months. The consideration for acquiring MMD, ARI, and MZM's stock totaled \$3,066,000, which, based on fair values at the acquisition date, was allocated to:

	MMD	ARI	MZM	Total
Property and equipment	\$ 11,392	\$ 209,492	\$ --	\$ 220,884
Goodwill	597,608	2,205,508	42,000	2,845,116
	\$ 609,000	\$2,415,000	\$ 42,000	\$3,066,000

The Companies funded \$2,190,000 of the costs of the acquisition through the proceeds of a financing arrangement with a bank that provided the Companies with long-term financing. The remaining costs of the acquisition were funded through seller-financed debt and is payable to the former owners over a 36 month period from the purchase date.

Also on September 7, 2017, the Companies entered into an agreement to purchase 100 percent of the assets of Allstaff, Inc., MelMarie, Inc., MMDK, Inc., Andrews Staffing, Inc., Selectec, Inc., M.B.M. Assoc. Inc., Digital Staffing, Inc., Andrews Staffing of Wisconsin Inc., and Employability Group of Arizona, Inc., collectively referred to as the "Sellers", as well as the shareholders of the Sellers, primarily to obtain additional client relationships to generate future revenues. The goodwill obtained is fully deductible for tax purposes over 15 years.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 2. Business Combinations (Continued)

The consideration for acquiring the Sellers assets totaled \$17,934,000, which, based on fair values at the acquisition date was allocated to:

Property and equipment	\$ 715,000
Goodwill	<u>17,219,000</u>
	<u>\$ 17,934,000</u>

Proceeds from:

Long-term junior debt	\$ 7,000,000
Seller-financed debt	5,124,000
Long-term senior debt	2,810,000
Line of credit	<u>3,668,721</u>
Total Borrowings related to acquisition	<u>18,602,721</u>

Payments for:

Deposits	(258,886)
Debt issuance costs	(217,500)
Legal fees (added to Goodwill)	<u>(192,335)</u>
Additional acquisition costs	<u>(668,721)</u>
	<u>\$ 17,934,000</u>

On March 10, 2017, the Companies acquired the goodwill of additional branches of Omnisource Integrated Supply, LLC for \$800,000. The goodwill consists of client relationships expected to generate future revenues and is deductible for tax purposes over 15 years. In exchange, the Companies agreed to pay Omnisource Integrated Supply, LLC for a period of eight quarters following the closing date of March 10, 2017 based on the following formula:

- a. Combined Office Calculation: 100% of the gross margin generated from transferred customers who are parties to an assigned contract by a seller office less actual expenses of the combined office (subject to a maximum actual expense of 11.25% of gross revenue) less 1.5% of gross revenue of the combined office.
- b. Synergies Calculation: 50% of the difference between the baseline SG&A expenses (11.25% of Gross Revenue) and the actual realized SG&A expenses of the combined offices.
- c. Stand Alone Office Calculation: 100% of the Gross Margin generated from transferred customers who are parties to an assigned contract by a seller office less actual expenses of the stand-alone office (subject to a maximum actual expense of 10.59% of gross revenue) less 1.5% of Gross Revenue of the stand-alone office.

The Companies estimated the fair value of the generated business over that period to be \$800,000, and allocated the estimated fair value of the generated business to goodwill. A related liability was recorded for the same amount, and is reduced quarterly over the agreed period by the payment made to the seller based on the quarterly purchase price calculation. The balance of the amount due to the sellers is approximately \$516,000 and is included in accrued expenses at December 31, 2017.

The carrying amount of the goodwill and accrued payable at closing was established as follows:

Goodwill	\$ 800,000
Accrued Expenses	<u>(800,000)</u>
	<u>\$ --</u>

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 2. Business Combination (Continued)

On July 29, 2016, the Companies acquired the goodwill of Omnisource Integrated Supply, LLC for \$360,000. The goodwill consists of client relationships expected to generate future revenues and is deductible for tax purposes over 15 years. In exchange, the Companies agreed to pay Omnisource Integrated Supply, LLC 50% of gross profits generated by the client relationships for a period of 24 months from September 5, 2016 to September 5, 2018. The Companies estimated the fair value of the generated business over that period to be \$360,000, and allocated the estimated fair value of the generated business to goodwill. A related liability was recorded for the same amount, and is reduced monthly over the agreed period by 50% of the gross profits generated by the client list. The balance of the amount due to the sellers is approximately \$181,000 and is included in accrued expenses at December 31, 2017. The carrying amount of the goodwill and accrued payable at closing was established as follows:

Goodwill	\$ 360,000
Accrued Expenses	(360,000)
	<u>\$ --</u>

As of December 31, 2017, the amount recognized for the contingent consideration arrangement and the assumptions used to develop the estimates had not changed.

Note 3. Fair Value Measurements

As of December 31, 2017, we estimated the fair value of the acquisition-related contingent consideration using a probability-weighted discounted cash flow model. This fair value measurement was based on significant inputs not observed in the market and thus represents a Level 3 measurement. Level 3 measurements are valued based on unobservable inputs that are supported by little or no market activity and reflect our own assumptions in measuring value.

As of December 31, 2017, the fair value of the acquisition-related contingent consideration was \$1,160,000, based on the achievement of generated business through December 31, 2017. As of December 31, 2017, there were significant unobservable inputs in the valuation of this liability, and it therefore represents an instrument measured using a Level 3 fair value measurement. This liability is subject to remeasurement in future periods based on the final calculation of the actual generated business achieved.

Note 4. Equity in Affiliate and LLC

The Companies have a 50% ownership interest in Affiliated Nursing Services, Inc., which is accounted for under the equity method of accounting because management believes that it has the ability to exercise significant influence, but not control, over this entity. At December 31, 2017, equity in Affiliated Nursing Services, Inc. totaled \$129,079.

The Companies have a 25% interest in G & R Aviation, LLC, which is accounted for under the equity method of accounting because management believes that it has the ability to exercise significant influence, but not control, over this entity. At December 31, 2017, equity in G & R Aviation, LLC, totaled \$342,722.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 5. Goodwill

Goodwill consists of the following as of December 31, 2017:

Balance, beginning of year	· \$	508,000
Goodwill acquired		21,056,410
Amortization expense		<u>(730,914)</u>
Balance, end of year		<u>\$ 20,833,496</u>

Estimated future amortization expense related to intangible assets for the years ending December 31 is as follows:

2018	\$	2,167,246
2019		2,167,246
2020		2,167,246
2021		2,167,246
2022		2,167,246
Thereafter		<u>9,997,266</u>
		<u>\$ 20,833,496</u>

Note 6. Line of Credit

The Companies have a line of credit agreement with a bank that matures on September 7, 2020. The aggregate principal amount borrowed under the line of credit is limited to the lesser of (1) the maximum commitment of \$40,000,000 less the letters of credit outstanding or (2) 90% of eligible accounts receivable through September 6, 2018 and 85% of eligible accounts receivable beginning September 7, 2018 and continuing thereafter. Interest on borrowings under this agreement accrues based on an adjusted LIBOR rate plus 2.25% (3.68% at December 31, 2017). The balance outstanding on the line of credit was \$25,568,800 at December 31, 2017, which is net of unamortized financing costs of \$102,590. Included in the line of credit is an irrevocable standby letter of credit for \$1,750,000 issued to an insurance company. There have not been any draws on the irrevocable standby letter of credit as of December 31, 2017.

The line of credit is collateralized by substantially all assets of the Companies and is personally guaranteed by the stockholders. The line of credit is subject to certain financial and restrictive covenants that were either met or waived at December 31, 2017.

Subsequent to year end the irrevocable standby letter of credit was increased to \$2,000,000. The accounts receivable of AllStaff Recruiting, Inc. were also added to the line of credit borrowing base calculation as eligible accounts receivable.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 7. Long-Term Debt

Note payable to bank with monthly installments of \$217,758, including interest at a rate of LIBOR plus 3% (4.44%) at December 31, 2017. The note matures on September 7, 2019. The note is collateralized by all business assets and is personally guaranteed by the stockholders. The note payable is subject to certain financial and restrictive covenants that were met or waived. The note payable is shown net of unamortized financing costs of \$10,599.

\$ 4,387,690

Note payable to Project Solutions SPV, LLC with monthly interest installments of \$88,958 until March 2020 with a payment-in-kind interest payment of \$245,000 on September 7, 2019. The interest rate resets annually on the anniversary date and is Prime plus 11% (15.25% at December 31, 2017). A principal only payment of \$350,000 is due on March 7, 2019. Principal and interest payments begin in March 2020 with a balloon payment due on the maturity date of October 7, 2020. The note is collateralized by all business assets, subject to certain financial and restrictive covenants that were met or waived, and is considered junior debt. The note payable is shown net of unamortized financing costs of \$94,650.

6,905,350

Note payable to bank with monthly installments of \$11,232, including interest at a rate of 4.47%. The note matures on December 9, 2023. The note is personally guaranteed by the members and is collateralized by a building and land with a carrying value of \$1,196,849. The note payable is shown net of unamortized financing costs of \$1,635.

705,681

Secured subordinated note payable to Sellers resulting from current year business combination. The note requires monthly installments of \$174,487, including interest at a rate of 3.00% and matures on October 1, 2020. The note is personally guaranteed by the stockholders and all related entities and is collateralized by substantially all assets of the entities.

5,504,316

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 7. Long-Term Debt (Continued)

Unsecured notes payable to two executives related to a deferred compensation plan with monthly installments of \$26,000, including interest at a variable rate based on the interest rates of the other outstanding debt (9.83% at December 31, 2017). The notes mature on September 1, 2019. 500,284

Subordinate notes payable to stockholders with quarterly interest installments due at the Wall Street Journal Prime Rate (4.25% at December 31, 2017). Principal and accrued interest is due on September 7, 2020. These notes are subordinate to all bank debt and junior debt with Project Solutions SPV, LLC and is in a standstill provision until otherwise noted by the bank and junior debt. 1,247,188

Total long-term debt 19,250,509

Less amount due within one year 4,718,347

\$ 14,532,162

Years ending December 31:	
2018	\$ 4,718,347
2019	4,619,808
2020	9,536,408
2021	120,116
2022	125,609
Thereafter	<u>130,221</u>
Long-term debt	<u><u>\$ 19,250,509</u></u>

Note 8. Related Party Transactions

The Companies have a 50% ownership interests in Affiliated Nursing Services, Inc. The Companies administer payroll for the entity and are reimbursed on a regular basis. As of December 31, 2017, the Companies have a receivable with Affiliated Nursing Services, Inc. totaling \$323,188 in relation to payroll expenses incurred.

The Companies provide professional employer and staffing services to Malone Nextaff, LLC, a related party, through common ownership. Included in revenues during the year ended December 31, 2017 is income of \$8,655,997. The receivable balance due from the related party at December 31, 2017 was \$1,617,523.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 9. Deferred Compensation Plan

The Companies had an unfunded deferred compensation plan for two executives based on the fair market value of the consolidated and combined companies that ended on December 31, 2017. The deferred compensation is calculated at a maximum of 5% of fair market value. Fair market value was determined based on the economic outlook for the entity and the industry, and the earnings capacity and financial condition of the entity compared to industry standards, all of which include significant unobservable inputs. All payments under this plan will be paid out of the general operating assets of the Companies. During 2017, \$586,133 was paid to the executives related to the deferred compensation plan and an additional \$586,133 was converted to long-term debt payable over a 24-month period. The remaining balance will be paid during 2018.

During the current year, the Companies entered into a new unfunded deferred compensation plan for two executives. The plan was effective September 7, 2017 with the plan year based on the twelve-month period subsequent to the effective date. The potential payout varies based on retirement date, length of service, and reason for termination. As of December 31, 2017, there was no accrual required to be recorded under the new plan.

Note 10. Self-Insurance Programs

The Companies were a member in captive insurance funds through August 2015 that self-insures for workers' compensation claims up to a stop-loss level of \$400,000 and \$500,000 per claim per year. The Companies were also required to make collateral deposits that, in total, amounted to \$2,156,914 as of December 31, 2017. The Companies will be responsible for any remaining future assessments for the open period January 1, 2013 through August 31, 2015. The collateral deposit will serve as collateral for any future assessments relating to these open dates. Management believes any future assessments will be minimal therefore no accrual has been made for any future assessments under the open period.

The Companies are self-insured for workers compensation claims up to \$250,000 per year per incident. Any claims exceeding \$250,000 are covered under a stop-loss insurance policy. The maximum claims per year are also limited to \$3,000,000 in aggregate. An estimated liability for claims incurred as of December 31, 2017, was \$1,966,858 and is included in accrued expenses. Total claims expense, net of recoveries, was approximately \$1,290,000 for the year ended December 31, 2017.

The Companies are self-insured for employee health claims up to \$75,000 per year per employee or dependent. Any claims exceeding \$75,000 are covered under a stop-loss insurance policy. Total claims expense, net of recoveries, was approximately \$1,900,000 for the year ended December 31, 2017.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 11. Concentrations

The Companies' customer base includes locally-based and national/international customers with locations across the United States. Concentrations of credit risk with respect to trade receivables are limited due to the number of customers comprising the Companies' customer base and their dispersion across different industries. As of December 31, 2017, the Companies did not have any significant concentrations of credit risk.

The Companies perform credit investigations before extending credit and require no collateral from their customers. In addition, the Companies have credit insurance on substantially all customers that indemnifies them against losses due to insolvency or protracted default. The credit insurance covers 90% of individual losses in excess of \$2,500, subject to an overall policy limit of \$13,500,000.

Note 12. Profit-Sharing Plan

The Companies have a 401(k) retirement plan covering employees that are at least 21 years of age and have completed six months of service as defined by the plan. Employees may contribute up to IRS deferral limits each plan year. The Companies make a safe-harbor matching contribution equal to 100% of salary deferrals up to 3% of compensation plus 50% of salary deferrals between 3% and 5% of compensation. The Companies may make a discretionary matching contribution. Employer contributions to the plan were \$161,535 for the year ended December 31, 2017.

Note 13. Lease Commitments

The Companies lease office space under month-to-month and long-term lease agreements. Rental expense for all operating leases was \$1,062,744 for the year ended December 31, 2017. The following is a schedule of future minimum lease payments:

Year ending December 31,	2018	1,267,077
	2019	870,642
	2020	348,574
	2021	63,550
	2022	41,250
		<u>\$ 2,591,093</u>

Note 14. Commitments and Contingencies

The Companies are party to various legal actions arising in the ordinary course of its business. In management's opinion, the Companies have sufficient contract rights and/or adequate legal defenses regarding these actions and does not believe they will materially affect the Companies' operations or financial position.

INDEPENDENT AUDITOR'S REPORT ON THE SUPPLEMENTARY INFORMATION

To the Board of Directors of
Management Registry, Inc. and Affiliates
Louisville, Kentucky

We have audited the consolidated and combined financial statements of Management Registry, Inc. and Affiliates as of and for the year ended December 31, 2017, and our report thereon dated June __, 2018, which expressed an unmodified opinion on those consolidated and combined financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the consolidated and combined financial statements as a whole. The supplementary information on page 20 is presented for purposes of additional analysis and is not a required part of the consolidated and combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated and combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated and combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated and combined financial statements or to the consolidated and combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated and combined financial statements as a whole.

Jones, Male & Mattingly, P.C.

Louisville, Kentucky
June __, 2018

MANAGEMENT REGISTRY, INC. AND AFFILIATES

GENERAL AND ADMINISTRATIVE EXPENSES

Year Ended December 31, 2017

Salaries and wages	\$ 16,769,145
Professional fees	1,599,374
Advertising	1,185,807
Employee benefits	1,440,066
Payroll taxes	1,273,910
Employment expense	1,321,460
Rent	1,062,744
Office supplies, software and equipment expense	1,033,864
Depreciation and amortization	1,111,014
Travel and entertainment	849,333
Insurance	471,257
Telephone and internet	382,161
Auto expense	214,203
Contract labor	183,436
Training	125,908
Utilities	170,603
Bank processing fees	162,910
Taxes and licenses	138,451
Dues and subscriptions	99,219
Bad debt expense	65,509
Repairs and maintenance	62,797
Postage and delivery	43,917
Miscellaneous	17,143
Contributions	5,050
	<hr/>
	<u>\$ 29,789,281</u>

APPENDIX C: TIMESHEET



To: Fax #:

From: Phone:

Facility:	ENVH	Unit:							
EMPLOYEE NAME:			Week Ending:						
Day	Date	Time in	Time OUT	Time IN	Time OUT	Vacation	Mgr. Initials	Total Hours	
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
TOTAL HOURS FOR WEEK									
Comments (Vacation, Sick, Personal Time Off):									
Employee Signature:				Date:					
Print Manager Name:				Date:					
Manager Signature:				Date:					

rev 5/8/2013

APPENDIX D: SAMPLE INVOICE

Invoice

Page 1 of 1



Eastern Nebraska Veterans Home
12505 South 40th Street
Bellevue, NE 68123

1868 Campus Place
Louisville, KY 40299
Phone: (888) 851-3588
Fax: (866) 288-3775

INVOICE
Invoice No. 007127
Date 12/04/2017
Page 1

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
11/26/17	Sun 12:30A - 08:30A	Reynolds, Karri (ENVH)	ENVH	S1 Regular Weekend	17.00	8.00	136.00
11/26/17	Sun 08:30A - 08:30P	Allen, Michele (ENVH)	ENVH	S1 Regular Weekend	17.00	12.00	204.00
11/26/17	Sun 08:30P - 12:30A	Whitsett, Jesse (ENVH)	ENVH	S1 Regular Weekend	17.00	4.00	68.00
11/27/17	Mon 12:30A - 08:30A	Pecha, Klara (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
11/27/17	Mon 08:30A - 04:30P	Thiem-Hamilton, Katherine (ENVH)	ENVH	S1 Regular	17.00	7.50	127.50
11/27/17	Mon 04:30P - 12:30A	Whitsett, Jesse (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
11/28/17	Tue 12:30A - 08:30A	Pecha, Klara (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
11/28/17	Tue 08:30A - 04:30P	Thiem-Hamilton, Katherine (ENVH)	ENVH	S1 Regular	17.00	7.50	127.50
11/28/17	Tue 04:30P - 12:30A	Whitsett, Jesse (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
11/29/17	Wed 12:30A - 08:30A	Pecha, Klara (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
11/29/17	Wed 08:30A - 04:30P	Thiem-Hamilton, Katherine (ENVH)	ENVH	S1 Regular	17.00	7.50	127.50
11/29/17	Wed 04:30P - 12:30A	Vian, Mikaila (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
11/30/17	Thu 12:30A - 08:30A	Pecha, Klara (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
11/30/17	Thu 08:30A - 04:30P	Thiem-Hamilton, Katherine (ENVH)	ENVH	S1 Regular	17.00	7.50	127.50
11/30/17	Thu 04:30P - 12:30A	Vian, Mikaila (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
12/01/17	Fri 12:30A - 08:30A	Vian, Mikaila (ENVH)	ENVH	S1 Regular	17.00	8.00	136.00
12/01/17	Fri 12:45P - 05:30P	Allen, Michelle (ENVH)	ENVH	S1 Regular	17.00	4.75	80.75
12/01/17	Fri 05:30P - 12:30A	Vian, Mikaila (ENVH)	ENVH	S1 Regular	17.00	7.00	119.00
12/02/17	Sat 12:30A - 08:30A	Reynolds, Karri (ENVH)	ENVH	S1 Regular Weekend	17.00	8.00	136.00
12/02/17	Sat 08:30A - 04:30P	Thiem-Hamilton, Katherine (ENVH)	ENVH	S1 Regular Weekend	17.00	8.00	136.00
12/02/17	Sat 04:30P - 12:30A	Vian, Mikaila (ENVH)	ENVH	S1 Regular Weekend	17.00	8.00	136.00
Invoice Total:					161.75	161.75	\$2,749.75

Please Remit To:
Management Registry Inc.
P.O. Box 890802
Charlotte, NC 28289-0802

APPENDIX E: EVIDENCE OF INSURANCE COVERAGE

NOTEPAD	INSURED'S NAME Management Registry Inc.	MANARE1 OP ID: CO	PAGE 2 Date 11/28/2018
<p>PROFESSIONAL LIABILITY - INCLUDES NON MEDICAL AND MEDICAL STAFFING \$1,000,000 EACH CLAIM \$3,000,000 AGGREGATE - COMPANY A - ZURICH AMERICAN INSURANCE COMPANY POLICY NUMBER PRA0092797-03- POLICY PERIOD 6/11/2018 - 6/11/2019 UMBRELLA COVERAGE PROVIDES EXCESS TO THE PROFESSIONAL LIABILITY LIMITS</p> <p>ABUSIVE ACTS COVERAGE (INCLUDES SEXUAL/MOLESTATION) EACH ABUSIVE ACT \$1,000,000 AGGREGATE LIMIT \$1,000,000 - COMPANY A - ZURICH AMERICAN INSURANCE COMPANY POLICY NUMBER PRA0092797-03- POLICY PERIOD 6/11/2018 - 6/11/2019</p> <p>STOP GAP EMPLOYERS LIABILITY COVERAGE - \$1,000,000 - COMPANY A - ZURICH AMERICAN INSURANCE COMPANY POLICY NUMBER PRA0092797-03- POLICY PERIOD 6/11/2018 - 6/11/2019</p> <p>HIRED & NON OWNED AUTOMOBILE COVERAGE - \$1,000,000 - COMPANY A - ZURICH AMERICAN INSURANCE COMPANY POLICY NUMBER PRA0092797-03- POLICY PERIOD 6/11/2018 - 6/11/2019</p> <p>Named Insured Management Registry Inc. dba Spaid Nursing Service; dba Malone Staffing; dba JC Malone Associates; dba Malone Medical Staffing; JC Malone & Trinity, LLC; Affiliated Nursing Service, Inc.; DBA Malone Staffing Solutions; DBA Malone Professional Solutions; DBA Malone Government Solutions; DBA Malone Training Solutions; DBA Malone Technology Solutions; Malone Healthcare Solutions; Maloncore, LLC; DBA Malone Staffing Solutions; MRI Holdings, LLC; Malone Staffing Georgia DBA Malone Staffing HR Alliance LLC JC Malone Healthcare Solutions Professional Selection Service LLC dba MSI Staffing Management Registry Inc dba JC Malone Associates JC Malone Healthcare Solutions</p> <p>Management Registry Inc dba Malone Solutions Management Registry Inc dba Malone Workforce Solutions Management Registry Inc. dba MRI Government Malone Nextaff LLC Management Registry Inc dba TSI Genesis Medical Inc.</p> <p>LIQUOR LIABILITY - LLOYDS - POLICY NUMBER 22351801 - EFFECTIVE 9/11/2018 - 5/23/2019 \$2,000,000 LIMITS</p> <p>CYBER LIABILITY - \$5,000,000 LIMIT - LLOYDS INSURANCE - POLICY NUMBER MPL 2248698.18 - POLICY PERIOD 6/11/18-6/11/19</p> <p>EMPLOYMENT PRACTICES LIABILITY COVERAGE - \$1,000,000 OCCURENCE \$2,000,00 AGGREGATE - COMPANY A - ZURICH AMERICAN INSURANCE COMPANY POLICY NUMBER PRA0092797-03- POLICY PERIOD 6/11/2018 - 6/11/2019</p>			