

The following items were approved and signed by Gary Schmidt, County Administrator in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the Commissioners recess for the weeks of December 18 through January 3, 2021 and the cancellation of regular Business meetings during the recess.

	DEPARTMENT	ITEM
1	H3S – December 17, 2020	Approval of an Intergovernmental Agreement with the University of Baltimore to accept a Grant Sub award for Combating Opioid Overdose through Community-Level Intervention Initiative.
2	H3S – December 21, 2020	Approval of Amendment #3 to the Intergovernmental Agreements with Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration.
3	H3S – December 22, 2020	Approval of a Sub recipient Agreement with Molalla HOPE to provide Winter Warming Shelter Services for houseless persons or families
4	H3S – December 22, 2020	Approval of a Sub recipient Agreement Emergency Shelter Grant (ESG CV2) funds with Greater Good Northwest to Rapid Rehousing Assistance
5	H3S – December 22, 2020	Approval of a Sub recipient Agreement Emergency Shelter Grant (ESG CV2) funds with Northwest Family Services to Provide Shelter Services
6	H3S – December 22, 2020	Approval to apply to Oregon Department of Transportation Rain and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt. Hood Express
7	H3S – December 28, 2020	Amendment #3 to Contract #1571 with Mercer Health and Benefits LLC extending termination date to 2/28/21 and adding \$27,216.66 to the contract.
8	H3S – December 29, 2020	Contract Amendment No. 1 between Washington County and Clackamas County extending the expiration date of the Intergovernmental Agreement to 1/31/21.

9	H3S – December 29, 2020	Approval of a Contract with Diskriter, Inc to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
10	H3S – December 29, 2020	Approval of a Contract with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
11	H3S – December 29, 2020	Approval of a Contract with 22nd Century Technologies, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
12	H3S – December 29, 2020	Approval of amendment #2 to the Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction

December 17, 2020

Gary Schmidt
County Administrator
Clackamas County

Dear Mr. Schmidt:

Approval of an Intergovernmental Agreement (IGA) with the University of Baltimore to accept a Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

Purpose/Outcomes	This IGA is for Clackamas County Public Health (CCPHD) to accept the grant award.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$207,905.41
Funding Source	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant No County General Funds are involved.
Duration	December 1, 2020 – November 30, 2021.
Strategic Plan Alignment	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
Previous Board Action	The Board previously approved the request to apply on October 29, 2020 Agenda 102920-A1
County Counsel	County Counsel reviewed on 12/15/20 KR
Procurement Review	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is a grant.
Contact Person	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
Contract No.	9988

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with the University of Baltimore to accept a Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

This grant will be used to expand the capacity of Project Hope, which will enable additional opioid overdose prevention and care coordination services in Clackamas County. This project will include collaborative efforts between divisions in Health, Housing & Human Services (Public Health and Behavioral Health, Health Centers), law enforcement and community paramedics from Clackamas Fire.

This IGA has a maximum value of \$207,905.41. This Agreement is effective December 1, 2020 and will terminate on November 30, 2021.

Page 2 County Administrator Memo
December 17, 2020
Agreement #9988

Recommendation

We recommend approval of this Agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

Joely A Cook, HHS deputy / for

Richard Swift, Director
Health, Housing, and Human Services

County Administrator Approval

Approval	Deny
<i>Harry Swift</i>	

12/17/2020

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency] Office of National Drug Control Policy

Pass-Through Entity (PTE): University of Baltimore
Subrecipient: Clackamas County Public Health Division

PTE PI: Thomas H. Carr Sub PI: Apryl Herron

PTE Federal Award No: G2099ONDCP06A Subaward No: 9

Project Title: Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery

Subaward Period of Performance (Budget Period):
 Start: 12/01/2020 End: 08/31/2021 Amount Funded This Action (USD): \$ 207,905.41

Estimated Project Period (if incrementally funded):
 Start: 12/01/2020 End: 11/30/2021 Incrementally Estimated Total (USD): \$ 207,905.41

Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Financial Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE: _____ Name: Margarita M. Cardona, CRA Date _____ Title: Assistant Provost for Sponsored Research	By an Authorized Official of the Subrecipient: _____ Name: Richard Swift Date _____ Title: Director, Health, Housing and Human Services
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Attachment 1
Certifications and Assurances

Subaward Number:

9

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

9

Required Data Elements

The data elements required by Uniform Guidance are incorporated

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN CFDA No.

This Subaward Is:

Research & Development Subject to FFATA

CFDA Title

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

- a. **No-cost extensions** require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income:

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

- No Human or Vertebrate Animals
- Human Subjects
- Human Subjects Exempt
- Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will follow current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. If Subrecipient is using its own IRB and/or IACUC, Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB/IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB/IACUC approval is not properly in place.

Human Subjects Data (Select One)

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This section left intentionally blank

Additional Terms

Submit requests for reimbursement (RFR) on a monthly basis 15 days after the end of the prior month to OSR@ubalt.edu.

ONDCP requires back-up documentation for all expenses and supplanting is unallowable. The following is a list of required documentation to be submitted with your monthly RFR:

1. Personnel - Refer to the requirements of 2CFR200.430. Documentation may include time sheets (hourly employees), statement of payroll charges, effort reporting, or any other documentation that shows actual time and effort worked on the grant and the approved pay rate. For salaried employees (including faculty), this includes a short description of the work done and the % effort employed during the reporting period.
2. Equipment - Approved equipment purchases of \$5,000 or more require a copy of the invoice, packing slip and 3 quotes.
3. Supplies - Approved supplies purchases of \$10,000 or less require a copy of the invoice and packing slip.
4. Services & subawards - If applicable, please forward a copy of all contracts for services and any subaward agreements before the first RFR. Approved expenses for services and subawards require a copy of the invoice and supporting documentation.
5. Travel - Submit a link or copy of your agency's travel policies, along with receipts for all expenses, except meals. If your agency does not have written travel policies, please refer to <http://www.gsa.gov/travel> for policies and allowable rates.

Any request to purchase software and/or licenses requires pre-approval from the University of Baltimore Administrative Contact. The duration of said license must coincide with the award dates, (12/1/20 - 11/30/21), unless they don't expire.

Budget amendments of more that 20% of a budget line requires a request for budget modification through the University of Baltimore. Subrecipients are subject to monitoring site visits and/or audits during the period of performance.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

9

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email: Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email: Telephone Number:

PI Address:

Washington-Baltimore HIDTA
9001 Edmonston Road, Suite 300
Greenbelt, MD 20770

Administrative Address:

Office of Sponsored Research
1420 N. Charles Street, AC 340
Baltimore, MD 21201

Invoice Address:

Office of Sponsored Research
1420 N. Charles Street, AC 340
Baltimore, MD 21201

Attachment 3B
Subrecipient Contacts

Subaward Number:

9

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name: County of Clackamas

EIN No.: 93-6002286 Institution Type: Other

UEI/DUNS: 096992656 Currently registered in SAM.gov: Yes No
Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent UEI/DUNS: This section for U.S. Entities: Zip Code Look-up

Place of Performance Address Congressional District: 5 Zip Code+4: 97060

2051 Kaen Rd.
Oregon City, OR 97045

Subrecipient Contacts

Central Email: none

Website: www.clackamas.us

Principal Investigator Name: Apryl Herron

Email: AprylHer@clackamas.us Telephone Number: 503-742-5343

Administrative Contact Name: Jeanne Weber

Email: jweber2@clackamas.us Telephone Number: 503-742-5350

Financial Contact Name: Sherry Olson

Email: solson4@clackamas.us Telephone Number: 503-742-5342

Invoice/Payment Email: PublicHealthFiscalAP@clackamas.us

Authorized Official Name: Richard Swift

Email: RSwift@clackamas.us Telephone Number: 503-650-5694

Legal Address:

2051 Kaen Rd.
Oregon City, OR 97045

Administrative Address:

2051 Kaen Rd.
Suite 367
Oregon City, OR 97045

Payment Address:

2051 Kaen Rd.
Suite 367
Oregon City, OR 97045

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
9

Subrecipient:

Institution Name: Clackamas County Public Health Division

PI Name: Apryl Herron

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name: N/A

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

9

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Quarterly technical/progress reports include the Performance Measures and Progress Report Questions provided herein, to be submitted via email to OSR@ubalt.edu.

Submit a report/manual that others may use to replicate this project.

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Project Hope is a collaboration of community partners whose response to opioid use and overdose includes a multi-disciplinary approach. Community Paramedics, Public Health, Peer Mentors, and law enforcement collaborate to respond to those in need. This unique group identifies, refers, and supports those suffering from addiction through the complicated path of recovery. Project Hope uses lifesaving-incidents such as a non-fatal overdose as an opportunity to also be a life-changing event.

Using EMS reports, law enforcement, and clinic referrals, the Project Hope team follows up with those in need and engages individuals suffering from addiction. Once a connection is made, the supports are put into place to assist with recovery. Project Hope addresses the social determinants of health and adverse childhood events in their approach to support the individual's specific needs by connecting them to valuable community resources. Project Hope knows that where there's breath, there's hope.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="10"/> % Rate Type: <input type="text" value="Total Direct Costs"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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Budget Details Below Attached, pages

Personnel: \$24,779.04
Fringe: \$10,807.68
Travel/Training: \$552.00
Contractual Services: \$145,366.20
Supplies: \$7,500
Indirect: \$18,900.49

Budget Totals

Direct Costs	\$ <input type="text" value="189,004.92"/>
Indirect Costs	\$ <input type="text" value="18,900.49"/>
Total Costs	\$ <input type="text" value="207,905.41"/>

All amounts are in United States Dollars

Attachment 6**Notice of Award (NOA) and any additional documents**

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.



Subaward Acceptance Form

Subaward Number:	009
Sub-recipient:	Clackamas County Public Health Division
Project Title:	Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery
Award Period:	12/1/2020 – 11/30/2021

This Subaward is hereby made for financial assistance by the University of Baltimore in accordance with the

Combating Opioid Overdose through Community-level Intervention Notice of Funding Availability.

This Subaward is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the Office of National Drug Control Policy.

This Subaward incorporates all the information, conditions, representations and certified assurances contained in the subaward application.

The Subaward shall become effective as of the start date of the Subaward, unless otherwise specified, and upon submission via email to OSR@ubalt.edu, no later than December 18, 2020, of a fully executed copy of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Subaward. Copies and faxes are acceptable.

For the Center for Drug Policy and Enforcement:

Executive Director
Center for Drug Policy and Enforcement

SUB-RECIPIENT ACCEPTANCE

Signature of Authorized Official

Richard Swift,
Director, Health, Housing and Human Services

Date



Notifications of Project Commencement

Table with 2 columns: Field Name and Value. Fields include Subaward Number (009), Sub-Recipient (Apryl Herron), Project Title (Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery), Implementing Agency (Clackamas County Public Health Division), and Award Period (12/1/2020 - 11/30/2021).

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted via email within thirty (30) calendar days after receiving your subaward packet.

No Requests for Funds will be processed until this notification of Project Commencement has been signed and received.

Authorized Official Name: Richard Swift, Director, Health, Housing and Human Services
Phone: 503-650-5694
Email: RSwift@clackamas.us

Program Director Apryl Herron
Phone: 503-577-8142
Email: aprylher@clackamas.us

Fiscal Officer Sherry Olson
Phone: 503-742-5352
Email: solson4@co.clackamas.or.us

Award Information Verification - Please Initial Appropriate Selections:
ALH All information on this form is correct and project will commence on time. Project Director signs below.
ALH If the contact information for all the staff on this form is not correct. You must submit a Subaward Modification that provides a justification and indicated all changes/revisions.
ALH If the project will not commence within forty-five (45) calendar days of the beginning of the award period, December 1, 2020, you must submit a Subaward Modification. Subaward Modification must provide justification and indicate all changes.

Signed: Apryl Herron Date: 12/10/2020
Project Director (Program Director is Preferred, Fiscal Officer or Authorized Official if Project Director is unavailable)

Printed Name: Apryl Herron Phone: 503-742-5343

December 1, 2020

Apryl Herron
Clackamas County Public Health Division
2051 Karen Rd. Suite 367
Oregon City, OR 97045

Dear Ms. Herron,

I am pleased to inform you that your subaward application entitled, **Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery**, in the amount of **\$207,905.41** has received approval under the Combating Opioid Overdose through Community-Level Intervention Initiative.

The Subaward Agreement containing information and forms necessary to initiate the project is attached. Enclosed also are the project commencement, programmatic forms, and budget details.

Please pay particular attention to the instructions included on the Subaward agreement. It is important that you **carefully review all Special Conditions** attached to this award. The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Subaward Agreement, must sign the Subaward Acceptance form and email it to OSR@ubalt.edu by **December 18, 2020**. Should the acceptance form not be received, requests for reimbursement will not be honored.

The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Subaward Agreement is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time.

If you have any questions or need any clarification regarding this Subaward agreement, please contact the CDPP Associate Deputy Director, **Sherae Lonick**, at (301) 489-1711 or via email at slonick@ubalt.edu OR, or the UB Assistant Provost for Sponsored Research, **Margarita Cardona**, at (410) 837-6191 or via email at mcardona@ubalt.edu. We look forward to working with you on this project and anticipate its success in helping to address our nation's opioid epidemic.

Sincerely,



Thomas H. Carr
Executive Director

December 18, 2020

Gary Schmidt
County Administrator
Clackamas County

Dear Mr. Schmidt:

**Approval of Amendment #3 to the Intergovernmental Agreements with
Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District
for Advanced Life Support Emergency Medical System Integration.**

Purpose/Outcomes	Extends the current Agreement as additional time is needed to negotiate a new Agreement that assures elements of the newly adopted EMS Strategic Plan is incorporated. Increases payment by 2% as outlined in the American Medical Response Ambulance Service Agreement.
Dollar Amount and Fiscal Impact	No County general funds are involved. Each agency receives a share of the funds provided to Participating Providers for providing medical first- response services within specified response times.
Funding Source	Funds for this purpose are received by the County from the franchised ambulance provider based upon increased efficiency as provided for in the current agreement for ambulance services.
Duration	Effective January 1, 2021 and terminates on December 31, 2021
Previous Board Action	Board approved original Agreement on April, 24, 2014, Agenda 042414-A4, April 25, 2019, Agenda 042519-A2, January 9, 2020, Agenda 010920-A7
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document on December 09, 2020 - AN
Procurement Review	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is an IGA.
Contact Person	Richard Swift, H3S Director, 503-650-5694 or Philip Mason-Joyner, Public Health Director, 503-742-5956
Contract No.	6346-03, 6347-03, 6348-03

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #03 to the Intergovernmental Agreement with Clackamas County Fire District #1, Lake Oswego Fire Department, and Tualatin Valley Fire & Rescue District.

The County's Ambulance Service Plan, adopted July 12, 2012, encourages partnerships in the emergency medical services system. These agreements commit each agency to meet response time

standards in providing emergency medical services to the public as established in the Ambulance Service Plan. Meeting these response times enables the franchised ambulance provider, American Medical Response NW (AMR), to reduce the number of staffed ambulances because it can rely on the fire agency response commitment.

The reduction in ambulances results in savings which AMR passes to the County. The savings are then distributed to the fire agencies in accordance with the terms of the IGA(s).

This cooperative relationship is referred to as "Integration" of advanced life support (ALS) services. All three IGAs all terminate on December 31, 2020, unless extended by mutual agreement of the parties.

Three IGA's

Amendment #3 extends the Clackamas Fire district #1 Agreement and adds a 2% increase to \$11,352.95 per month as outlined in the AMR Agreement. This Amendment is effective January 1, 2021 and continues through December 31, 2021.

Amendment #3 extends the City of Lake Oswego Agreement and adds a 2% increase to \$3,405.90 per month as outlined in the AMR Agreement. This Amendment is effective January 1, 2021 and continues through December 31, 2021.

Amendment #3 extends the Tualatin Valley Fire & Rescue District Agreement and adds a 2% increase to \$4,162.76 per month as outlined in the AMR Agreement. This Amendment is effective January 1, 2021 and continues through December 31, 2021.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreements with Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration.

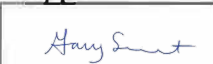
Respectfully submitted,



Richard Swift, HHS Deputy / FOR

Richard Swift, Director
Health, Housing, and Human Services

County Administrator Approval

Approval	Deny
	

**AMENDMENT #03 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS FIRE DISTRICT #1**

Agreement #6346-03

THIS AMENDMENT (“Amendment”) is entered into by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and Clackamas Fire District #1 (“Agency”) and shall become a part of that Intergovernmental Agreement entered between the parties on April 24, 2014 (the “Agreement”).

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the parties are in the process of negotiating a new Intergovernmental Agreement;

WHEREAS, the parties desire to keep the existing Agreement in place during the negotiations, but wish to amend it to reflect the new termination date and increase the monthly compensation;

WHEREAS, the parties agree to increase the current compensation amount by 2% during the extension;

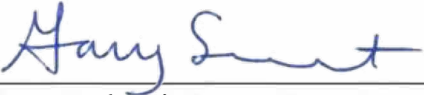
NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term.** Section 11, Term of Agreement, is hereby amended to extend the term of the Agreement to December 31, 2021.
2. **Compensation.** Section 3, Compensation, of the Agreement, all parties agree to increase the compensation amount provided under Section 3 of the Agreement to \$11,352.95 per month.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

IN WITNESS HEREOF, the Parties have executed this Amendment by the date set forth opposite their names below.

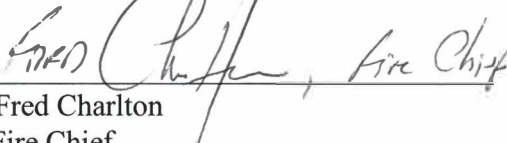
Clackamas County



County Administrator

12/21/2020
Date

Clackamas Fire District #1



By: Fred Charlton
Its: Fire Chief

12-16-2020
Date

**AMENDMENT #03 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND TUALATIN VALLEY FIRE & RESCUE**

Agreement #6348-03

THIS AMENDMENT (“Amendment”) is entered into by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and Tualatin Valley Fire & Rescue (“Agency”) and shall become a part of that Intergovernmental Agreement entered between the parties on April 24, 2014 (the “Agreement”).

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the parties are in the process of negotiating a new Intergovernmental Agreement;

WHEREAS, the parties desire to keep the existing Agreement in place during the negotiations, but wish to amend it to reflect the new termination date and increase the monthly compensation;

WHEREAS, the parties agree to increase the current compensation amount by 2% during the extension;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term.** Section 11, Term of Agreement, is hereby amended to extend the term of the Agreement to December 31, 2021.
2. **Compensation.** Section 3, Compensation, of the Agreement, all parties agree to increase the compensation amount provided under Section 3 of the Agreement to \$4,162.76 per month.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

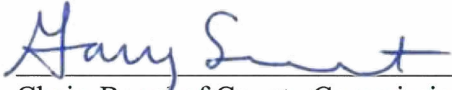
Tualatin Valley Fire & Rescue

Intergovernmental Agreement #6348 – Amendment # 3

Page 2 of 2

IN WITNESS HEREOF, the Parties have executed this Amendment by the date set forth opposite their names below.

Clackamas County



~~Chair, Board of County Commissioners~~
County Administrator

12/21.2020

Date

Tualatin Valley Fire & Rescue



By: Deric Weiss
Its: Fire Chief

12/17/2020

Date

**AMENDMENT #03 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CITY OF LAKE OSWEGO**

Agreement #6347-03

THIS AMENDMENT ("Amendment") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and City of Lake Oswego ("Agency") and shall become a part of that Intergovernmental Agreement entered between the parties on April 24, 2014 (the "Agreement").

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the parties are in the process of negotiating a new Intergovernmental Agreement;

WHEREAS, the parties desire to keep the existing Agreement in place during the negotiations, but wish to amend it to reflect the new termination date and increase the monthly compensation,

WHEREAS, the parties agree to increase the current compensation amount by 2% during the extension;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term.** Section 11.1, Term of Agreement, is hereby amended to extend the term of the Agreement to December 31, 2021.
2. **Compensation.** Section 3, Compensation, of the Agreement, all parties agree to increase the compensation amount provided under Section 3 of the Agreement to \$3,405.90 per month.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

City of Lake Oswego

Intergovernmental Agreement #6347 – Amendment # 3

Page 2 of 2

IN WITNESS HEREOF, the Parties have executed this Amendment by the date set forth opposite their names below.

Clackamas County




Chair, Board of County Commissioners
County Administrator

12/21/2020

Date

City of Lake Oswego



By: Martha Bennet
Its: City Manager

12/10/20

Date

December 21, 2020

Gary Schmidt
County Administrator
Clackamas County

Dear Mr. Schmidt:

Approval of a Subrecipient Agreement with
Molalla HOPE to provide Winter Shelter Services

Purpose/ Outcome	The special Emergency Solutions Grant COVID (ESG CV2), as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARES Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant CARES Act (ESG CV2) funds of \$33,000 as a grant.
Funding Source	U.S. Department of Housing and Urban Development ESG CARES Act funds No County General Funds are included in this Agreement
Duration	November 18, 2020 to May 31, 2021
Previous Board Action/ Review	Board members approved the allocation of these ESG CV2 funds for shelter services and rapid rehousing services at the July 30, 2020 business meeting.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient agreement was reviewed and approved by County Counsel AN on December 10, 2020.
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient Agreement that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 21-016

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement with the Molalla HOPE organization for winter shelter services for homeless persons and homeless families to prevent exposure to the coronavirus (COVID 19) in Molalla and Clackamas County, OR. In October of 2020 Molalla HOPE applied for special Emergency Solutions Grant (ESG CV2) funding to provide winter shelter operations and winter warming shelter services needed in Clackamas County.

PROJECT OVERVIEW: Molalla HOPE will provide staffing, operation, and warming shelter services to homeless persons and families to prevent exposure and to mitigate the impacts of the coronavirus COVID-19.

It is expected that the funding under this ESG CV2 Subrecipient Agreement contract will assist approximately 40 homeless families with shelter services during the program year.

The Department of Health, Housing, and Human Services (H3S) Community Development group has been working with Emergency Operations Center (EOC) command staff to respond to the impacts of

this public health crisis, which includes increases in homelessness, unemployment, and food insecurity.

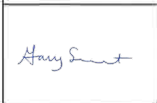
RECOMMENDATION: We recommend the approval of this Subrecipient Agreement and that Richard Swift H3S Director, or Rod Cook H3S Deputy Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing Human Services

County Administrator Approval

Approval	Deny
	

December 21, 2020

Gary Schmidt
County Administrator
Clackamas County

Dear Mr. Schmidt:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) funds with
Greater Good Northwest to Rapid Rehousing Assistance

Purpose/ Outcome	The special Emergency Solutions Grant COVID (ESG CV2) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARES Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant CARES Act (ESG CV2) funds of \$533,500 as a grant.
Funding Source	U.S. Department of Housing and Urban Development ESG CARES Act funds No County General Funds are included in this Agreement
Duration	December 1, 2020 to June 30, 2021
Previous Board Action/ Review	Board members approved the allocation of these ESG CV2 funds for hotel vouchers, shelters and rapid rehousing services at the July 30, 2020 business meeting.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient Agreement was reviewed and approved by County Counsel AN on December 14, 2020.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient Agreement that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 21-018

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for Greater Good Northwest Rapid Rehousing services to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) in Clackamas County, OR. In October of 2020 Greater Good Northwest (GGNW) applied for special Emergency Solutions Grant (ESG CV2) funding to provide the rapid rehousing services needed.

PROJECT OVERVIEW: Greater Good Northwest will provide staffing, operation, and rent assistance services for additional homeless assistance and rapid rehousing services to individuals and families to prevent exposure and to mitigate the impacts of COVID-19.

It is expected that the funding under this ESG CV2 contract will assist approximately 200 homeless families with rapid rehousing services during the program year.

The Department of Health, Housing, and Human Services (H3S) Community Development group has been working with Emergency Operations Center (EOC) command staff to respond to the impacts of

this public health crisis, which includes increases in homelessness, unemployment, and food insecurity.

RECOMMENDATION: We recommend the approval of this Subrecipient Agreement and that Richard Swift H3S Director, or Rod Cook H3S Deputy Director, be authorized to sign on behalf of the Board of County Commissioners.


Respectfully submitted,



Rod Cook, H3S Deputy / For

Richard Swift, Director
Health, Housing Human Services

County Administrator Approval

Approval	Deny
	

December 21, 2020

Gary Schmidt
County Administrator
Clackamas County

Dear Mr. Schmidt:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) with
Northwest Family Services to Provide Shelter Services

Purpose/ Outcome	The special Emergency Solutions Grant COVID (ESG CV2) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARES Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant CARES Act (ESG CV2) funds of \$357,500 as a grant.
Funding Source	U.S. Department of Housing and Urban Development ESG CARES Act funds No County General Funds are included in this Agreement
Duration	December 1, 2020 to November 30, 2021
Previous Board Action/ Review	Board members approved the allocation of these ESG CV2 funds for hotel vouchers, shelters and rapid rehousing services at the July 30, 2020 business meeting.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient Agreement was reviewed and approved by County Counsel AN on December 7, 2020.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient Agreement that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 21-015

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement with Northwest Family Services (NWFS) for the Casa Esperanza House shelter services to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) in Clackamas County. In October of 2020 NWFS applied for special Emergency Solutions Grant (ESG CV2) funding to provide eligible operating and shelter services needed.

PROJECT OVERVIEW: The NWFS Casa Esperanza House will provide staffing, operation, food, hotel vouchers and transportation services as requested for the purpose of providing homeless shelter services to individuals and families to prevent exposure and to mitigate the impacts of COVID-19.

It is expected that the funding under this ESG CV2 agreement will assist approximately 38 homeless families with shelter services during the program year.

The Department of Health, Housing, and Human Services (H3S) Community Development group has been working with Emergency Operations Center (EOC) command staff to respond to the impacts of

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

this public health crisis, which includes increases in homelessness, unemployment, and food insecurity.

RECOMMENDATION: We recommend the approval of this Subrecipient Agreement and that Richard Swift H3S Director, or Rod Cook H3S Deputy Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, H3S Deputy / For

Richard Swift, Director
Health, Housing Human Services

County Administrator Approval

Approval	Deny
<i>Angie Smith</i>	

December 22, 2020

Gary Schmidt
County Administrator
Clackamas County

Mr. Schmidt:

**Approval to apply to Oregon Department of Transportation, Rail
and Public Transit Division, for FTA 5311 Rural Transportation Funds
for COVID related Operations of Mt Hood Express**

Purpose/Outcomes	Grant application with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	Maximum amount to be funded would be \$205,000. No match is required.
Funding Source	Federal Transit Administration 5311 Rural Transportation Funds- CARES Discretionary
Duration	Effective upon execution and terminates on June 30, 2021
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
County Counsel	This is a Grant application. Not subject to County Counsel Review
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10004

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operation expenses for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

The federal Coronavirus Aid, Relief and Economic Security (CARES) Act provides emergency appropriations to support transit agency operations during the pandemic. Funds provided are available for transit agencies to maintain service and address needs such as personal protective equipment and cleaning supplies. Due to social distancing requirements, we are not currently able to meet the needs of our passengers, including sufficient capacity for requested rides. These funds would allow for

additional capacity, as well as cover the costs of service. Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

No match is required for these funds.

Recommendation

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift, H3S Director; or his designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted



Richard Swift, H3S Deputy / for

Richard Swift, Director
Health, Housing and Human Services

County Administrator Approval

Approval	Deny
<i>Harry Swift</i>	

**AMENDMENT #3
CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT # 1571**

This Amendment #3 is entered into between Mercer Health & Benefits LLC (“Contractor”) and Clackamas County, a political subdivision of the State of Oregon, on behalf of its Human Resources/Benefits and Wellness Division (“County”) and it shall become part of the Contract documents entered into between both parties on February 28, 2019 (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. **ARTICLE 1, Section 1. Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from December 31, 2020 to **February 28, 2021**.

2. **ARTICLE 1, Section 1 3. Consideration** is hereby amended as follows:
In consideration for Contractor providing the Work for the additional 2 month term, County is authorizing payment of a total of **(\$27,216.66)**, to complete this work. Payments shall be made in accordance with the Contract terms and conditions. The total amended consideration for the Contract shall not exceed \$435,466.66.

Original Contract Amount	\$ 163,300.00
Amendment #1	\$ 163,300.00 + Time
Amendment #2	\$ 81,650.00 + Time
<u>Amendment #3</u>	<u>\$ 27,216.66 + Time</u>
Total Amended Contract	\$ 435,466.66

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

Mercer Health & Benefits, LLC

Clackamas County


Authorized Signature

12/24/2020
Date



Gary Schmidt, County Administrator

Keith Storie, Principal
Print Name and Title

12/28/2020

Date

Approved as to Form

N/A
County Counsel Date



WASHINGTON COUNTY OREGON

Contract No: 20-2044

CONTRACT AMENDMENT No: 1

This Amendment is made and entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

This amendment modifies that certain contract between the parties, the original contract number being 20-1045.

The contract is amended as follows:

#1 of the Intergovernmental Agreement is amended with a revised expiration date of 01/31/2021. All other terms remain in effect.

Effective Date of Amendment: 12/03/2020, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

FOR CONTRACTOR:

DocuSigned by:

Gary Schmidt

568520FA8A78427...

12/29/2020 | 13:56 PST

Authorized Signature

Date

Gary Schmidt

County Administrator

Printed Signatory Name

Title

gschmidt@clackamas.us

Phone

E-Mail Address

Telephone

FOR COUNTY:

DocuSigned by:

Ruth Osuna

801C62C2808C4E1...

12/29/2020 | 14:15 PST

Authorized Signature

Date

Deputy County Administrator

Printed Signatory Title

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: Marni Kuyl

Phone: 503-843-3141

Contract Administrator Email: marni_kuyl@co.washington.or.us

For Administrative Use Only – Z99999

Supplier Name: Clackamas County

Actual Contract Number (CustomText4): 20-2044

Department (Location): Health & Human Svcs

Contract Type: 6 Amendment

Contract Sub Type (Custom2Code):

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 20-1045

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): Health & Human Svcs

BILL TO (LocBillTo): Health & Human Svcs

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Marni Kuyl

Certificate Of Completion

Envelope Id: 43E552CF603E40DB8379D50537463072	Status: Completed
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Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kittie Kong
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	kittie_kong@co.washington.or.us
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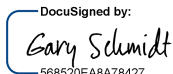
Record Tracking

Status: Original	Holder: Kittie Kong	Location: DocuSign
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Gary Schmidt
 GSchmidt@clackamas.us
 County Administrator
 Security Level: Email, Account Authentication (None), Access Code

Signature

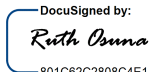
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Electronic Record and Signature Disclosure:
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Ruth Osuna
 ruth_osuna@co.washington.or.us
 Deputy County Administrator
 Washington County, Oregon
 Security Level: Email, Account Authentication (None), Access Code

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/29/2020 2:15:47 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Diskriter, Inc to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic

Purpose/Outcome	Approval of the on-call contract for services
Dollar Amount and Fiscal Impact	\$1,000,000 on-call contract.
Funding Source	Funds are reimbursed from LPHA – Program Element 43-6 CARES flu
Duration	One year with four once year optional extensions. This is dependent on available funding. If additional funding or alternate funding is unavailable. Work will stop and task order and Agreements will be terminated.
Previous Board Action/Review	None
Strategic Plan Alignment	1. Sustaining Public Health and Wellness. 2. Keep vulnerable residents safe and healthy.
Counsel Review	Counsel approval 12/22/20 by KR
Procurement Review	Was the item process through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Contact Person	Philip Mason-Joyner , 503-742-5956 or Jeanne Weber x5350
Contract No.	3610

Background:

In order for the County to respond the COVID-19 pandemic, the Public Health and the Health Centers Divisions of Health Housing and Human Services needed to quickly contract with firms to provide registered nurses to conduct contact tracing and to potentially provide clinical services. The original contracts were authorized under the emergency declaration issued by the Board. As the COVID-19 pandemic has not subsided, the department needed to establish longer term contracts for services to ensure continuity of services and allow for rapid expansion of services as needed. The department worked with Procurement to issue a Request for Proposals Process to retain three firms for on-call services. Reimbursement for these expenses are from the LPHA – Program Element 43-6 CARES flu. One year with four once year optional extensions. The term and renewals are dependent on available funding. If additional funding from the LPHA or alternate funding is unavailable. Work will stop and task order and Agreements will be terminated.

Procurement Process:

On September 30, 2020, Procurement published a RFP #2020-80 for Temporary Medical Staffing Services in accordance with LCRB C-047-0260. Proposals were received from thirty (30) firms. An evaluation team with representatives from Public Health and Health Centers evaluated the proposals and recommended an award of three (3) contracts to the highest scoring firms. The recommendation to award to three firms was based on the need to have sufficient access to nurses and certified medical assistants to respond to the COVID-19 pandemic. The Notice of Intent to Award was issued on December 1, 2020 and no protests were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Diskriter, Inc contract for On-Call Temporary Medical Staffing Services.

Sincerely,

Rodney Cook

Rodney Cook (Dec 28, 2020 15:13 PST)

Rodney Cook,
Deputy Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

Approved during Board recess

Gary Schmidt

Gary Schmidt
County Administrator

12/29/2020

Date






Binder1

Final Audit Report

2020-12-28

Created:	2020-12-28
By:	GEORGE MARLTON (GMarlton@co.clackamas.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMFyWyr_3gnvcnzbx1ml-Gnbzl_Z_mEJ

"Binder1" History

-  Document created by GEORGE MARLTON (GMarlton@co.clackamas.or.us)
2020-12-28 - 11:02:50 PM GMT- IP address: 73.11.107.26
-  Document emailed to Rodney Cook (rodcoo@clackamas.us) for signature
2020-12-28 - 11:03:20 PM GMT
-  Email viewed by Rodney Cook (rodcoo@clackamas.us)
2020-12-28 - 11:12:08 PM GMT- IP address: 198.245.132.3
-  Document e-signed by Rodney Cook (rodcoo@clackamas.us)
Signature Date: 2020-12-28 - 11:13:36 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.
2020-12-28 - 11:13:36 PM GMT



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3610**

This Personal Services Contract (this “Contract”) is entered into between Diskriter, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Clackamas County, by and through its Public Health and Health Centers Divisions.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2021, with the option of annual renewals thereafter subject to the mutual agreement of the parties. The total contract duration shall not exceed five (5) years.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide on-call temporary medical staffing services to respond to the COVID-19 pandemic. (“Work”), further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Million Dollars (\$1,000,000), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to the County Representative indicated in the Task Order.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A (Scope of Work), Exhibit B (Federal Terms and Conditions), Exhibit C (Business Associate Agreement), Exhibit D (RFP #2020-80 Temporary Medical Staffing Services), and Exhibit E (Contractor’s Proposal to RFP#2020-80 Temporary Medical Staffing Services).

7. Contractor and County Contacts.

Contractor	County
Administrator: Laveena Yadav Phone: 412-465-1214 Email: business.coordinator@diskriter.com	Administrator: Jeanne Weber Phone: 503-742-5350 Email: jweber2@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this 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 provisions 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 particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and

pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

31. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Diskriter, Inc.

Laveena Yadav

Dec 22, 2020

[Laveena Yadav \(Dec 22, 2020 10:32 EST\)](#)

Authorized Signature

Date

Laveena Yadav

Name / Title (Printed)

1162445-91

Oregon Business Registry #

FBC / Pennsylvania

Entity Type / State of Formation

Clackamas County Board of County Commissioners

Mary Surt

12.29.2020

Chair County Administrator

Date

Board Secretary

Date

Approved as to Form:

Kathleen J. Ricketts

12/21/2020

County Counsel

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor to provide Oregon licensed registered nurses and certified medical assistants on an on-call basis. Contractor shall ensure that each placed nurse or health professional maintain the same insurance coverage as indicated in Article II, Section 9 of the Contract. Services shall be provided in accordance with the Scope of Work outlined in Exhibit D (RFP#2020-80 Temporary Medical Staffing Services) and Exhibit E (Contractor’s proposal to RFP #2020-80 Temporary Medical Staffing Services).

Hourly Rates:	All Shifts Standard Rate
Registered Nurse (RN or BSN)	\$57.45
Registered Nurse – ED	\$65.75
Licensed Practical Nurse/LPN	\$39.35
Certified Medical Assistant	\$27.69

Overtime (over 40 hours per week) will be billed at the standard of time and one-half.

This Contract is on an “on-call” or “as-needed basis” for Work.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

Exhibit B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means Diskriter, Inc., and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et

seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Laveena Yadav

[Laveena Yadav \(Dec 22, 2020 10:32 EST\)](#)

Signature of Contractor's Authorized Official

CEO

Name and Title of Contractor's Authorized Official

Dec 22, 2020

Date

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of _____ (“Effective Date”) by and between **Clackamas County on behalf of its Department of Health, Housing and Human Services** (“Covered Entity”) and **Diskriter, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual,

and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.

- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary’s determining the Covered Entity’s and the Business Associate’s compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Diskriter, Inc.

Covered Entity
Clackamas County

Laveena Yadav
By: [Laveena Yadav \(Dec 22, 2020 10:32 EST\)](#)

By: 

Title: CEO

Title: County Administrator

Date: Dec 22, 2020

Date: 12/29/2020

EXHIBIT D



REQUEST FOR PROPOSALS #2020-80

FOR

Temporary Medical Staffing Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
County Procurement Officer**

**George Marlton
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: October 20, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals IssuedSeptember 30, 2020

Protest of Specifications DeadlineOctober 8, 2020, 5:00 PM, Pacific Time

Deadline to Submit Clarifying QuestionsOctober 14, 2020, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....October 20, 2020, 2:00 PM, Pacific Time

Deadline to Submit Protest of AwardFive (5) days from the Intent to Award

Anticipated Contract Start Date...November/December 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 20, 2020** (“Closing”), to provide Temporary Medical Staffing Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the contractor to begin work in November or early December.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-80.1-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: George Marlton, gmarlton@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given five (5) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. **INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide temporary medical staffing services to respond to the COVID-19 pandemic. Specific staff needed include: Oregon licensed registered nurses (RN or BSN), ED Nurse, Oregon Licensed Practical Nurses (LPN), and Certified Medical Assistants (CMA). The County may decide in its sole discretion to award multiple contracts as a result of this RFP.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 **BACKGROUND**

The County, through its Public Health Division and its Health Centers Division, provide contact tracing and case investigation in response to the COVID-19 event. The County is utilizing on-call medical professionals to fill temporary positions to accomplish this work. Due to the nature of COVID-19, the work is fluid and the needs are ever changing.

3.3. **SCOPE OF WORK**

3.3.1. **Scope:**

Contractor to provide the following on an on-call basis.

- ✚ Oregon licensed registered nurses (RN or BSN)
- ✚ ED Nurse
- ✚ Oregon Licensed Practical Nurses (LPN)
- ✚ Certified Medical Assistants (CMA)

Public Health Division:

- ❖ Staff contracted to work with Clackamas County Public Health will participate in the Public Health response to COVID-19 and MAY include any of the following depending on the skill set of the staff and the needs of the organization:
 - Interview persons confirmed to have COVID-19 regarding symptoms and to identify persons exposure. Provide isolation instructions and refer to support services
 - Provide work place education and interviews regarding exposure by COVID-19 positive person in the site
 - Interview persons exposed to COVID-19, review symptoms and provide quarantine instructions.
 - Participate in managing an outbreak of COVID-19 with record keeping, education, data entry, and contact investigations
 - Support the emergency operations center in the COVID-19 response
- ❖ Staff contracted will
 - Work remotely on County provided equipment
 - Need excellent skills managing technology required for remote work environment
 - Need excellent phone communications skills

Health Centers Division:

- ❖ Perform a wide variety of journey-level nursing assignments which require independent judgment and skillful application of accepted, current nursing techniques and the implementation of program activities according to accepted health center policies and standards. Assignments involve complex and difficult processes and diagnoses and require independent judgment and application of skills with little or no supervision.
 - Provide the full range of general, professional nursing duties under the direction of a clinic/program manager, physician, nurse practitioner or certified nurse midwife
 - Assignments and duties may be of a general nature in a broad program or clinical area or of a specific scope
 - Promote and ensure high quality, evidence based infection control practices
 - Teach preventative and rehabilitative care and techniques to patients
 - Provide direct patient care and treatment when necessary
 - Provide triage, assessment, testing and patient education related to the COVID-19 pandemic response

Other Requirements

- Possession of a license to practice as a registered nurse in the State of Oregon
- Certified Medical Assistants must be certified by the American Association of Medical Assistants.
- Must possess and maintain a Basic Life Support (BLS) certificate.
- Must successfully pass a criminal history check which may include national or state fingerprint records check.
- Contractor shall ensure and provide documentation to the County that each placed nurse or certified medical assistant be covered under the Contractor's Medical Professional Liability policy and Automobile Liability policy or the nurse or certified medical assistant must have their own policies with at least the same limits as required of the Contractor.

3.3.2. Work Schedule:

Services need to be available seven (7) days a week, up to 40 hours per week and have the ability to be flexible and include weekends and holidays.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through December 31, 2021, with the option of annual renewals thereafter subject to the mutual agreement of the parties. The total contract duration shall not exceed five (5) years.

The resulting contract(s) will have a not to exceed consideration, however, the not to exceed may be increased by amendment at the sole discretion of the County to continue to respond to the COVID-19 pandemic.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance

requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Workers' Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

Special Conditions: In addition to the Personal Service Contract, the selected contractor(s) will also be required to agree to the Additional Federal Terms and Conditions contained in Attachment #1.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-25
Scope of Work	0-40
Fees	0-35
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

**SECTION 5
PROPOSAL CONTENTS**

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer’s General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm’s ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Describe how the County will access the provided services.
- Describe how long it typically takes for a placement to occur starting from the day a request is made to the day the placement starts services.
- Describe the firm’s resolution policies/process if an assignment experiences a problem.
- Describe how the firm conducts criminal background and drug screening checks.
- Does the firm provide references for referred medical staff candidates?
- Does the firm check medical staff candidates for Medicaid fraud?
- Describe how the firm will keep in communication with the County during placements.
- Describe how the firm will bill the County (method, frequency, etc.).

5.4. Fees

Provide your hourly rate fee schedule for the proposed medical professionals. If there are differential rates for things like experience or holiday or weekend shifts, the fee schedule must include all potential hourly rates. The hourly rates must be inclusive of all employee and agency fees.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
Temporary Medical Staffing Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

ATTACHMENT #1
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **CONTRACTOR NAME**, and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not

subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **NAME**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



George Marlon
County Procurement Officer

Procurement Division
Public Services Building
2051 Kaen Road, Oregon City, Or 97045

REQUEST FOR PROPOSALS #2020-80
TEMPORARY MEDICAL STAFFING SERVICES
ADDENDUM NUMBER 1
October 15, 2020

On September 30, 2020, Clackamas County (“County”) published Request for Proposals #2020-80 (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 3.3.1 Scope is modified by adding the following under the Other Requirements header:

Certified Medical Assistants must be certified by one of the following entities:

- American Association of Medical Assistants (AAMA)
- National Center for Competency Testing (NCCT),
- American Medical Technologies (AMT),
- National Healthcareer Association (NHA),

2. Section 3.3.4 Sample Contract is modified by adding the following Special Condition:

In the event the County determines that it is in its interest to hire the medical staff member on assignment as a permanent County employee, the buy-out fee will not exceed the following sliding scale:

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321-480 hours	15% of annual starting salary
481-640 hours	10% of annual starting salary
641+	No fee

End of Addendum

EXHIBIT E



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COVER LETTER

October 20, 2020

Attention:

George Marlton / Chief Procurement Officer
Clackamas County Procurement Division,
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045
Email: gmarlton@clackamas.us

Subject: Diskriter's response to provide the Clackamas County's Temporary Medical Staffing Services

Dear George Marlton,

On behalf of Diskriter, Inc., I would like to thank you for the opportunity to respond to the **Clackamas County RFP for Temporary Medical Staffing Services**. I believe that our enclosed response and documentation will reflect the clear advantages, philosophy and strengths of choosing Diskriter Inc. as your valued staffing services partner.

Diskriter has extensive experience with many regional and national staffing programs, and our philosophy is building close alliances with our clients that produce favorable results for both the parties. As a successful staffing leader, we have a team of highly skilled professionals & recruiters and a robust data base comprised of the best candidates in order to provide flexible staffing options to fulfill the needs of County. Our contract professionals have been known to add tremendous value in all their project endeavors. Our team understands the requirements of this solicitation. We will provide highly responsive Human Resource Services to your management team, and will provide respectful and responsive employment services to the temporary employees selected to work for the County. Our proposal contains all items requested in the RFP, and will demonstrate that our infrastructure and scalable processes are functional and sound.

Diskriter acknowledges the receipt of Addendum 1 and confirms that we have read the associated Q&A. Thank you again for your consideration to allow us to participate in this RFP. I am providing you with my personal assurance that we will exceed your expectations and our references will corroborate my assurance. We look forward to meet with your team in order to detail our solutions and share the wide range of benefits that Diskriter can offer.

Sincerely,

Laveena Yadav | Chief Executive Officer | Diskriter, Inc. (**Authorized Contact for this RFP**)
2840 Library Road, Suite 300, Pittsburgh, PA 15234
Office: (412) 465-1214; Fax: (877) 815-6528
Email: business.coordinator@diskriter.com
Website:

www.diskriterinc.com

1. PROPOSER’S GENERAL BACKGROUND AND QUALIFICATIONS

1.1 Description of the Firm

Diskriter Inc. (Diskriter) is a business conglomerate, Minority, Woman-Owned business headquartered in Pittsburgh, Pennsylvania. Our history dates to 1947 when we established one of the earliest healthcare services platforms in the country. Since then, we have diversified into several business verticals, process, and niches, serving our customers with utmost integrity and building long-term relationships based on trust & mutual respect. Since 1990, Diskriter has grown from a single desk staffing agency to become one of the leading staffing agencies. Diskriter specializes in customizing workforce management solutions, talent acquisition and contingent staffing services to meet the needs of its clients. Over the last 28 years Diskriter has served more than 2500 clients and is currently supporting more than 450 clients nationwide including fortune 500 companies. Diskriter has a team of over 1200 professionals. Diskriter has a robust data base comprised of the best candidates in order to provide flexible staffing options to fulfill the needs of the Client. Our CEO Laveena Yadav owns the 100% share of the company. Below table illustrates our company information:

Company Details	
Company Name	Diskriter, Inc.
Year of Establishment	17 December 1947
Address / Headquarters	2840 Library Road, Suite 300, Pittsburgh, Pennsylvania 15234
Length of Time in Business	72+ Years
FEIN	25-0934128
No of Staff	1200+
Ownership	Laveena Yadav (100%)
Contact Details	Laveena Yadav / CEO Phone: (412) 465-1214; Fax: (877) 815-6528 Email: business.coordinator@diskriter.com

1.2 Credentials/Experience of Key Individuals That Would Be Assigned To This Project

Diskriter assigns the following team to support the County requirements. Please find the details of our team below:























Name / Title	Role	Experience
Laveena Yadav	Contract Manager	Laveena has more than 20+ years of experience in contract Management, Staffing / Consulting. She has worked for several public and private sector clients. She has been working in the Diskriter since from 2010. Her pleasant demeanor, solid knowledge of the staffing industry, and ability to multifunction ensures a quality service to the County. She has managed Town of Manchester, Orange County Corrections Health Services, City of Titusville, Charlotte Housing Authority, New York City Housing Authority, Baltimore County Public Schools, University of Texas, Utah State Prison and many more.
Nick James	Professional Recruiter / Account Manager	Nick has more than 25+ Years in Contract Management, Staffing and Project Management. He has managed almost 35+ similar contracts. Nick is one of our top Account Managers and is excited about the opportunity to service County. Possessing extensive industry knowledge, being

Name / Title	Role	Experience
		results-oriented and having the people skills necessary to create long term partnerships, Nick has had proven success in servicing municipalities. He has staffing experience including relationship building and personnel supervision. Her enthusiasm, solid knowledge of the staffing industry, and ability to foster positive working relationships ensures a quality service to the County. Nick has supported for Town of Manchester, Orange County Corrections Health Services, City of Titusville, Charlotte Housing Authority, New York City Housing Authority, Baltimore County Public Schools, University of Texas, Utah State Prison and many more.
Peter Williams	Lead Recruiter	Peter has more than 13+ Years in Account, Contract & Project Management. Peter has worked for Town of Manchester, Orange County Corrections Health Services, City of Titusville, Charlotte Housing Authority, New York City Housing Authority, Baltimore County Public Schools, University of Texas, Utah State Prison and many more.
John Turner	Senior Recruiter	13+ Years in handling United States Recruitment. John worked as a senior recruiter for Town of Manchester, Orange County Corrections Health Services, City of Titusville, Charlotte Housing Authority, New York City Housing Authority, Baltimore County Public Schools, University of Texas, Utah State Prison and many more.
Eric Thomas	Recruiter	Eric has 8+ years in Staffing and Recruitment. Eric acts as a recruiter for Town of Manchester, Orange County Corrections Health Services, City of Titusville, Charlotte Housing Authority, New York City Housing Authority, Baltimore County Public Schools, University of Texas, Utah State Prison and many more.

1.3 Description of Providing Similar Services to Public Entities of Similar Size within the Past Five (5) Years

Diskriter is in the business from the past 72 years. We have a great working experience with public sector clients. Since 1990, we have been providing short term to long term contract services, recruitment services, as well as direct-hire recruiting services to some of the leading commercial and public sector companies. Below are few of the government sector clients from the list of our esteem clients with whom we have been working from more than a decade and provided them temporary and permanent personals:

	Town of Manchester, CT		Orange County Corrections Health Services Department, FL
	Escambia County Board of County Commissioners, FL		City of Titusville, FL
	New York City Housing Authority		Colorado Department of Human Services
	County of Somerset, NJ		Charlotte Housing Authority, NC

	County of Sacramento, CA		Wyoming Department of Administration and Information
	Onondaga County Resource Recovery Agency, NY		Baltimore County Public Schools, MD
	Wisconsin Department of Corrections		Waco Independent School District, TX
	North Carolina Department of Information Technology		City of Irvine, CA
	West Virginia Department of Health and Human Resources		Commonwealth of Virginia Department of Corrections
	New Jersey Schools Insurance Group		Louisiana Department of Health
	Seattle Public Schools, WA		Allen Independent School District, TX
	Fulton County Schools, GA		Colorado Department of Corrections
	University of Texas		Fauquier County, VA
	Frisco Independent School District, TX		County of Fresno, CA
	Idaho Department of Labor		Tarrant County, TX
	Utah State Prison		

1.4 Description of the Firm’s Ability to Meet the Requirements in Section 3

Diskriter has read and understood the Scope of the RFP and confirms that Diskriter has extensive experience in successfully managing and delivering multiple contracts and task orders. We provide services on strategic initiatives and optimal Technology Solutions to various Local, State and Federal Government customers through our CMMI and ISO based certified processes. We have productively handled and completed similar projects & benefited the respective agencies by providing consultants with the skill sets as per their requirements. Diskriter has enough resources to manage the multiple contracts and we do have separate teams to support the requirements that are generated from the other contracts.

Diskriter offers a proven comprehensive and disciplined management approach, specifically tailored to fulfil all County requirements. We combine results focused performance based contracting practices, service processes, and problem escalation workflows. Our dedicated approach offers real, tangible enterprise value, combining discipline with flexibility to align with the County culture and existing environment. We proactively identify, monitor, control, and resolve project issues and risks using our Diskriter portal to provide ongoing transparency to the County

We have excellent experience with various State local and Fortune 500 clients with similar Temporary Staffing Services Contracts, inimitable account management team, experienced recruiters & data miners and resume database for each Institution locations which makes us fully capable and unique



from other firms. Diskriter offers the following advantages to the County that helps us to provide efficient services and allow us to deliver better value to the County:

- **Inimitable Account Management Team:** We follow well defined and documented team management approach for handling such contracts to ensure that contract requirements are supported. We will assign the County a dedicated account management team to ensure the right delivery of services and needs are fulfilled with huge County satisfaction. Our account manager & account executives will work very closely with the County and Diskriter's on-site staff.
- **Well Defined Recruitment Approach:** Diskriter's main approach is to provide clients satisfaction by keeping their staffing needs in mind as per the needs. We are having good scope in providing good quality of staff to our clients in various fields as per requirement. Diskriter will ensure your company receives highly qualified candidates who will seamlessly maintain your high productivity rate. To accomplish this goal, our recruiters conduct an extensive interview with each applicant using behavioral/evaluation technique. Our dedicated account executive will work with your company to create detailed job descriptions based upon your needs to ensure we identify the best matches and recruit accordingly. Rather than simple collect a "laundry list" of requirements and skills, Diskriter asks questions that allow us build a functional job profile, including key success milestones and attributes that allow us to match not only skills, but also subtle elements such as fit with managerial style, corporate culture, etc.
- **Sourcing Methodology:** Our sourcing methodology has helped us develop a fine-tuned process to get the best qualified and equipped candidates meeting the customer's requirements. Our search capability entails all necessary industry experience, strong relationships at national level and wide access to a database of candidates.
- **Ability to staff work request/ task orders immediately/ Resume Database:** We understand the importance of the initiatives taken by the County and we are committed to provide our best resources. Diskriter has excellent resources in its resume database pool for various categories required by the County. Diskriter has more than 320,000 highly proficient and experienced candidates in our resumes database. We keep on updating this database enabling us to meet requirements of client with short-term notice.

Diskriter Capabilities

- **Staffing Contracts:** We are currently holding 150+ Staffing Contracts and providing staff on the temporary and permanent basis.
- **Local presence & Strong Relationship:** We are locally available in almost all the states. We have an outstanding business relationship with various departments which comes under state government and have a keen interest in building a strong business relationship with Client. We are already providing temporary staffing services with the statewide staff augmentation contracts of similar size.
- **Financial Capability:** Diskriter is financially stable and rapidly growing company having annual revenue of with total revenue of over \$300 Million since its inception.
- **Competent managerial team:** Our managerial board comprises of members who have years of dense experience and have technical expertise to understand the contemporary needs of organizations.
- **Experienced and certified staff:** Our relevantly certified and experienced staff are consistently rated at par industry standards in staffing evaluations.

- **Tailored solutions:** We work as your extended team to provide you tailored solutions that aligns with your specific requirement.
- **Repeat clientele:** The percentage of repeat business that we get is the certificate to our work well done. About 95% of our revenue has been through repeat businesses.

1.5 Description of What Distinguishes the Firm from Other Firms Performing a Similar Service

What distinguishes Diskriter from its competitors is our immediate and efficient response to our clients and the exceptional quality of our services. We communicate with our clients directly and consistently to make certain every aspect of performance is being addressed. We agree and will adhere to the applicable policies and requirements as specified in the requirements and specifications or otherwise indicated in this solicitation and all amendments without exception. Diskriter is recognized as a customer service-oriented staffing solution company dedicated to serve high end personalized services to esteemed clients. Clients trust us for the customized support that addresses their business' specific resource needs, temporary or permanent employees with the commitment to meet immediate business goals.

Diskriter always believe in bringing value to its customers. Our unique value proposition in the Staffing business is based on four pillars Comprehensive Service, Rapid Turnaround, Cost Competitive Services and Quality that help us delivering it to our clients and improve the performance of our partners, agencies, and vendors along with our own company's performance

Rapid Turnaround: Down time costs organizations a considerable amount of money. We recognize this, and consequently, take a proactive approach to recruiting. We work diligently to identify and anticipate contingent staffing needs. Diskriter's state of the art recruiting model, allows us to provide highly qualified consultants quickly. Currently we provide staff with a broad range of skills to accounts similar in size and scope, on an average timeframe of 24 hours for standard skill requirements.

Cost-Competitive: As a result of a turn-key, proactive approach to recruiting, we are enabled to provide candidates to our clients at cost-competitive pricing.

Quality: Diskriter stands behind the products and services we provide to our customers. In fact, we guarantee your satisfaction. If we fail to meet our commitments under our scope of work, we will endeavor to resolve that issue. If you are not satisfied with the resolution, we will not charge you for it. It's as simple as that. We deliver to you what we have agreed to or the issue is on us! Your satisfaction is our goal. As an ongoing commitment to quality, we have created an internal process to benchmark our efforts and produce continuous improvement. Additionally, we conduct employee reviews to coach and mentor our employees. Quality checks/reviews are also conducted with our client hiring managers.

2. SCOPE OF WORK

2.1 Describe How the County Will Access the Provided Services

Diskriter understands that the Clackamas County requires Vendors to provide the temporary medical staffing services. The awarded vendor has to provide the Oregon licensed registered nurses, ED Nurse, Oregon Licensed Practical Nurses (LPN), Certified Medical Assistants (CMA), on an on-call basis. We also understand the County's volume and urgency of required services, which should be provided by an agency that will respond in a prompt and reliable manner. Diskriter will be a strategic

human capital partner with the County. We understand the organization and culture; therefore, our ability to “hit the ground running” is distinct. Given our core capabilities in human capital management, we understand the County’s human capital challenges and needs. Diskriter puts those challenges and needs at the forefront of our support in planning, strategy and execution. Through hands-on experience, Diskriter is prepared to share knowledge and skills to address the County’s needs. Our team has an abundance of skills and past performance in the public sector landscape, bringing new ideas and strategies to bear for government and non-profit clients. We understand that it is important for the County to engage a team that has demonstrated leading practice services and applied talent to address client needs with metrics and results that are clear, current and reliable.

At the beginning of the contract, for communication purposes, Diskriter will work with the County to identify points of contact on various aspects such as goals, objectives, status, and plans for the project. Likewise, we designate an Account Manager (AM) as the primary point of contact from our side. In order to have effective communication. Our Account Manager is responsible for the all the communication regarding the requisition, resumes submitted, candidate submitted, communication regarding interviews, selection etc. County’s requirement notification will initiate our Purchase / Task / Job Ordering process. We have a Standardized Job Assignment / Request Initiation / Purchase / Job /Task order process

- **Request a Resource:** To request a resource, our Clients may send an email, or via other means, to our designated Account Manager OR we can provide access to our online ordering module (ATS) / resource management tool, through which the resource requisitions can be made easily.
- **Response to Resource Requisition:** The Account Manager will respond immediately and send the list of pre finalized candidates to choose from.
- **Interview and Selection:** The Account Manager will fix up the interview time and venue with our Clients either via, Skype or as required by the Client. If required, we ensure our candidates come for a face-to-face interview with our clients.
- **Project Orientation:** Once the candidate is finalized, the Account Manager informs the candidate and provides initial orientation on contract information, project requirements, client goals and objectives, reporting needs, and any specific status/performance guidelines.
- **Performance Tracking:** The Account Manager then assigns the candidate to the project and begins tracking the performance of the candidate using the Online ordering module.
- **Project Quality:** We use Client's or our own standard Quality Assurance and Quality Control procedures to monitor the quality of our resource’s performance. Our resources also get readily available help from our Expert Team of specialists.
- **Project Monitoring:** We use our Accounting System tool to track the engagement of our resources and their performance details, so we could readily know the resource performance, billing hours, status, and other required details to help us meet our client needs successfully.
- **Project Communication:** The Account Manager will be in constant communication with our Clients on contract, goals and objectives, projects, and candidates related performance.
- **Follow up on resources selected and working for the County:** Our AM ensures that service personnel assigned are performing to the expectations of the County’s requirement. Periodic feedback on the performance of the individual is taken and Diskriter provides all support to the individual to excel in his assignment with the County.

2.1.1 Online Ordering Module

Capitalizing on its success in creating customized workforce solutions for its global customers, Diskriter has established an Office of Innovation to define the next generation of solutions that will differentiate it in the marketplace. The Office of Innovation is responsible for creating a new foundation of workforce solutions for today's evolving workplace. Our Green Think™ solutions suite has been commended by several our government customers in reducing their carbon footprint while optimizing their internal processes. This brings thought leadership to our Green IT initiatives. Diskriter brings following useful components under green initiatives as:

Diskriter uses its own applicant tracking system for recruitment life cycle management to easily manage, search, and track all job applicants in one place; which enabled Diskriter to have full access of the details at each stage. We have full progress status of our candidates and can present on time progress reports to our clients. We also follow indicators to gain recruitment process speed. We have demonstrated experience time series analysis – we include moving average exponential smoothing or regression technique and regression analysis – workload indicators such as sales, product levels, and staffing levels. We also have understanding and knowledge of CAC – customer acquisition cost. Diskriter will provide login credentials to County for submitting job order online. Our Time Keeping and Attendance Tool Diskriter has its own automated attendance tracking system “ETurnip” which helps us to maintain and verify the attendance of all temporary employees placed at clientsite.



2.1.2 Recruiting Methodology

At Diskriter, we bring to the table an experienced team of recruitment professionals, with domain specialization to cater to specific industries. Our proven track record demonstrates our ability to understand client’s talent needs and provide clients with the right solution to finding key people faster, while freeing up management bandwidth to concentrate on core management activities. Below is an overview of our work plan for external recruitment. We have devised this process to ensure County is fully aware of what is to be expected at each of the 5 stages in our recruitment process.

- **Step 1 - Initiation Phase:** Diskriter believes in valuing the importance of learning our client’s business, aims, goals, corporate culture, and specific personnel/skill requirements. Upon acquiring this knowledge, a customized recruitment plan and brand statement is designed to address each one of the client company’s unique needs. A kickoff meeting is set with the client and a submission plan is built according to the client project timeline, resource requirements, pricing requirements and hiring process is then agreed upon. County’s briefing to understand the requirements of potential candidates and establish a recruitment plan.
- **Step 2 - Planning Phase:** We prepare recruitment plan for candidate’s searches. Diskriter’s industry-leading team of multiple recruiters performs targeted searches for top talent within its proprietary database (containing more than 400,000 candidate’s resumes) and strategic job portals, social networks. Diskriter maximizes exposure by advertising your classified job description across all leading job boards and develops client-specific talent pipelines while leveraging over 71 years’ worth of industry-specific referrals.
- **Step 3 - Selection Phase:** Diskriter’s recruitment experts rigorously screen all potential candidates and if required; conducting detailed face-to-face interviews, technical assessments, drug test and at least two reference checks with previous managers that can validate a candidate’s competency and experience with desired skills. Our screening process ensures a shortlist of the best candidates that fit County’ specific needs. We will create role in accordance with the recruitment plan. All responses are handled and vetted before a shortlist is proposed.
- **Step 4 - Delivery Phase:** When Diskriter has qualified candidates worthy of submission, County receive a comprehensive candidate overview, including a current resume, a skills/requirement match summary, contractual rate or salary expectations, and candidate availability. Diskriter account executive works with your hiring team to schedule candidate interviews and solicit feedback from both parties’ post-interview. Support for both the County in shortlist selection, interview support / preparation, feedback, negotiation and contract.
- **Step 5 - On-boarding and Offers:** When the County feels that they have found the suitable person for the job, Diskriter account executive works with County hiring manager/designee to present an offer to the candidate and confirm start dates. Diskriter then provides full on boarding services to include complete background and drug check as requested. After Diskriter’s on boarding process is complete, your Diskriter account executive walks your new team member in on his or her first day.
- **Step 6 - Support Phase:** Providing qualified and quality engaged professionals are critical to success. At Diskriter we believe in constant communication and we administer consultant



performance evaluations after 30 days on assignment, and again bi-annually. This regular feedback and collaboration with our clients and consultants ensure the fit of consultants over time, assists with recognition programs and increases retention and project completion. Contract management for Interim appointments and final reports prepared.

2.1.3 Screening Process

One thing that distinguishes us as a leader in the staffing world is our extensive screening process that ensures the safest work environments for our clients and candidates. Diskriter ensures that personals are qualified and proficient by using its advanced screening process. Our levels of candidate screening are:

- **Step 1 - Initial Screening and Skill Assessment:** Our recruiters evaluate candidate skills in multiple areas including management, customer service and Interpersonal skills.
- **Step 2 - Initial Phone Screening:** Once we identify a potential candidate our recruiters perform a phone screening to determine how their current and previous work experiences line up with our client's primary needs. We ask about work background/history, training and education, wages they're looking to earn, areas they're willing to travel to, and if they're willing to submit to a drug screen and background check.
- **Step 3 - Skill and proficiency Testing:** In the current Business scenario companies are beginning to understand that to stay competitive they need to focus on developing and hiring most suitable candidates for the right job. Diskriter evaluates skills of each candidate by conducting its own set of skill and proficiency tests which shows us how much capable a candidate is.
- **Step 4 - Background Check Process:** We endeavor to verify candidates' credential details to ensure the legitimacy of the candidate to work in United States. We also make sure that candidate has required license to perform the task as per client requirement. Wherever reasonably possible, feasible and instructed, we will provide details of the results of those conversations or written details, subject to our terms of Business.
- **Step 5 - Referrals and References Check:** The references and referrals provided by the prospective candidate are directly contacted by our recruiters who authenticate the information provided by the candidate. Further, the referrals and references provided are cross-checked for their true identity which is conducted by a third party vendor.

While conducting reference checks we ask following questions to the provided references:

- What is your relationship to the candidate?
- Can you confirm the candidate's job title, dates of employment and work duties?
- Can you describe the candidate's work performance?
- Was the candidate accountable in performing tasks?

2.2 Describe How Long It Typically Takes For a Placement to Occur Starting From the Day a Request Is Made To the Day the Placement Starts Services

Diskriter, Inc. will promptly respond to all standard requests, including those received by email or voice mail, within 30 minutes with a confirmation that the Request Initiation/Purchase/Task/Job order request was received by email or voice mail, within 30 minutes with a confirmation that the Order Request was received, as well as a status report. After receiving an order from the County, the turnaround time to place a qualified temporary employee is typically four (4) hours. Specialty

positions require a 48 to 72-hour turnaround, and ASAP orders generally can be filled within two (2) hours.

2.3 Describe The Firm's Resolution Policies/Process If an Assignment Experiences a Problem

We believe in service after the sale. After Diskriter places an employee, our Project Coordinator and Account Manager will maintain constant communication with the County. The Project Coordinator will always be available to hear feedback on employees and to address any issues. We will evaluate the employee's performance as outlined below

Diskriter will only provide qualified candidates to the County. Our Account managers engage our temporary employees by consistent communication to evaluate their performance as well as their relevance to different projects. We provide coaching and training to assist our employees to overcome challenges in the workplace. We gather feedbacks from the employee's supervisor so that we can provide our employees enough guidance during his work performance. Diskriter maintains consistent communications with hiring managers and department supervisors to monitor the performance of all our employees.

However, there might be some occasions that performance becomes a problem resulting from personality conflict within the corporate work force or attendance issues. If any staff performing under the Agreement with the County is deemed not adequately qualified, properly trained or providing safe, courteous, reliable and responsible service, the temporary personnel will be removed from providing services to the County. In the event of illness or unforeseen emergencies regarding the temporary personnel, Diskriter will provide immediate replacement so as not to disrupt the operations of the County. Diskriter will also provide a list of replacement candidates to the County as an option if immediate replacement is not warranted

2.4 Describe How the Firm Conducts Criminal Background and Drug Screening Checks

Diskriter has well-defined and documented background check policy. Under this policy, depending upon the client requirement, candidates are subjected to compulsory pre-employment background checks. All temporary employees' references and backgrounds can be checked before Diskriter will consider placing an employee with a client. Additionally, Diskriter will work with the County to provide supplementary screening specific to job positions. Diskriter has trusted partnerships with companies that have the resources to perform a variety of background checks at a local, County, and state level, including:

- **Social Security Verification:** validates the applicant's Social Security number, date of birth and former addresses.
- **Prior Employment Verification:** confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- **Educational Verification:** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.

- **Criminal History:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction.
 - The number (if more than one) of convictions.
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
- **Motor Vehicle Records (if required):** provides a report on an individual's driving history in the County requested. This search will be run when driving is an essential requirement of the position.
- **Credit History (if required):** confirms candidate's credit history. This search will be run for positions that involve management of funds and/or handling of cash or creditcards.

2.4.1 Our Drug Testing Policy

All temporary employees' drug tests can be checked before Diskriter will consider placing an employee with a client. Diskriter has partnered with ESS for drug testing; ESS can provide drug testing services at all panel level. ESS is a national leader in the pre-employment drug and background screening field to conduct accurate, competitively priced and legally compliant background checks and drug screens. **ESS** maintains a secure environment, ensuring all drug and background screening information is kept completely confidential. Diskriter maintains pre-employment screening practices per client instruction designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for unsafe or impaired performance. An employee whose drug test result is positive will be ineligible for hire.

2.5 Does The Firm Provide References For Referred Medical Staff Candidates?

Yes. Diskriter will provide 3 to 5 references for our proposed / referred candidates to the County.

2.6 Does the Firm Check Medical Staff Candidates for Medicaid Fraud?

Yes. Diskriter will conduct a Stringent Background Verification including the Medical Fraud and provides all the Background Check report of each individual to the Client

2.7 Describe How the Firm Will Keep In Communication with the County during Placements

Diskriter utilizes a well-defined, highly accountable and effective account management program. The Account Manager acts as our company's primary point of contact related to overall service delivery before, during and after implementation. Primary responsibilities include managing service delivery; achieving service level agreements; ensuring customer satisfaction, retention and growth; providing timely reporting and analysis; and conducting periodic business reviews for continuous improvement. Our Account Managers are supported by account service teams, shared services groups, subject matter experts and other corporate staff, as necessary, to achieve our client's business goals and objectives.

Diskriter will assign an Account Management team for the County that will ensure the smooth functioning of the project on a daily basis. As a healthy practice, our Account Manager interacts with the County's County by holding one to one meeting on a weekly or monthly basis with the permission of the County to develop the professional business relationship, and addresses problems

and concerns affecting the project as well as shares other relevant information. Diskriter will communicate with the County in an effective, continuous, clear, and accurate manner to identify, recognize, react to, report, escalate, if needed and resolve the issues. Our Account Managers will provide to the County, detailed contract and status reports, as well as, issue logs on a weekly basis.

2.8 Describe How The Firm Will Bill The County (Method, Frequency, Etc.)

Diskriter follows a bi-weekly pay schedule in which employees receive a check weekly or every two weeks. Frequency of Timecard Approval will be based on the agreement between County and Diskriter. Our billing procedures are based on the terms and conditions of the contract between client and the Diskriter. Each invoice is based upon the straight time and overtime hourly bill rates for the worker multiplied by the applicable hours worked as indicated on the client approved timecard record. Prior to issuing the invoice, all bill rates are verified against the information in our internal systems from the contract terms and all timecards are verified to ensure accuracy in the calculation of hours worked. Once the invoice is prepared, a copy of the timecard record is attached to the invoice for the client’s records and a final review is conducted.

3. FEES

Please find the Diskriter’s hourly rate below:

Role	Hourly Rate
Oregon licensed registered nurses (RN or BSN)	\$57.45
ED Nurse	\$65.75
Oregon Licensed Practical Nurses (LPN)	\$39.35
Certified Medical Assistants (CMA)	\$27.69

4. REFERENCES

Please find the Diskriter’s three (3) References below:

4.1 Reference #1: CU4 Healthcare Services

Temporary Staffing Services	
Client	CU4 Healthcare Services
Address	2032 Lowe St., Fort Collins, CO 80525
Contact Details	Name: Aaron Thomas, Operations Manager Phone: 866-299-5099 x 799; Email: athomas@cu4healthcare.com

4.2 Reference #2: New Health Hub Services

Temporary Staffing Services	
Client	New Health Hub Services
Address	232 W Main St., Sterling, CO 80751
Contact Details	Name: George Abraham, Purchasing Agent Phone: (844) 898-2488 x 702; Email: George.A@newhealthhub.com

4.1 Reference #3: Country Road Services

Temporary Staffing Services	
Client	Country Road Services
Address	110 Meadowlands Parkway, Suite 100a, Secaucus, NJ 07094

Contact Details	Name: John Matthew Operation Supervisor Phone: 855-934-2851 x 709; Email: john.matthew1@countryroadservices.com
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5. COMPLETED PROPOSAL CERTIFICATION

Diskriter has inserted the signed proposal Certification Form in the below pages.

PROPOSAL CERTIFICATION
Temporary Medical Staffing Services

Submitted by: Diskriter, Inc.
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number ¹¹⁰²⁴⁴⁵⁻²¹ _____

Contractor's Authorized Representative:

Signature:  Date: 10/16/2020
Name: Laveena Yadav Title: _____
Firm: Diskriter, Inc.
Address: 2840 Library Road, Suite 300 Pittsburgh, Pennsylvania 15234
City/State/Zip: Pittsburgh, PA - 15234 Phone: (412) 465-1214
e-mail: business.coordinator@diskriter.com Fax: _____

Contract Manager:

Name Laveena Yadav Title: Chief Executive Officer
Phone number: (412) 465-1214
Email Address: business.coordinator@diskriter.com

ATTACHMENT #1
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means **CONTRACTOR NAME**, and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not

subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/sum/comprehensive-procurement-guidelines-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **NAME**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Laveena Yadav / CEO

Name and Title of Contractor's Authorized Official

10/16/2020

Date






3610 Diskriter - FINAL

Final Audit Report

2020-12-22

Created:	2020-12-22
By:	GEORGE MARLTON (GMarlton@co.clackamas.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwR32G6SKL7nKShUwB2Mk0gWhK5ga8yAx

"3610 Diskriter - FINAL" History

-  Document created by GEORGE MARLTON (GMarlton@co.clackamas.or.us)
2020-12-22 - 1:46:26 AM GMT- IP address: 73.11.107.26
-  Document emailed to Laveena Yadav (business.coordinator@diskriter.com) for signature
2020-12-22 - 1:48:03 AM GMT
-  Email viewed by Laveena Yadav (business.coordinator@diskriter.com)
2020-12-22 - 3:29:52 PM GMT- IP address: 27.58.145.214
-  Document e-signed by Laveena Yadav (business.coordinator@diskriter.com)
Signature Date: 2020-12-22 - 3:32:28 PM GMT - Time Source: server- IP address: 27.58.145.214
-  Agreement completed.
2020-12-22 - 3:32:28 PM GMT

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic

Purpose/Outcome	Approval of the on-call contract for services
Dollar Amount and Fiscal Impact	\$1,000,000 on-call contract.
Funding Source	Funds are reimbursed from LPHA – Program Element 43-6 CARES flu
Duration	One year with four once year optional extensions. This is dependent on available funding. If additional funding or alternate funding is unavailable. Work will stop and task order and Agreements will be terminated.
Previous Board Action/Review	None
Strategic Plan Alignment	1. Sustaining Public Health and Wellness. 2. Keep vulnerable residents safe and healthy.
Counsel Review	Counsel approval 12/22/20 by KR
Procurement Review	Was the item process through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Contact Person	Philip Mason-Joyner , 503-742-5956 or Jeanne Weber x5350
Contract No.	3607

Background:

In order for the County to respond the COVID-19 pandemic, the Public Health and the Health Centers Divisions of Health Housing and Human Services needed to quickly contract with firms to provide registered nurses to conduct contact tracing and to potentially provide clinical services. The original contracts were authorized under the emergency declaration issued by the Board. As the COVID-19 pandemic has not subsided, the department needed to establish longer term contracts for services to ensure continuity of services and allow for rapid expansion of services as needed. The department worked with Procurement to issue a Request for Proposals Process to retain three firms for on-call services. Reimbursement for these expenses are from the LPHA – Program Element 43-6 CARES flu. One year with four once year optional extensions. The term and renewals are dependent on available funding. If additional funding from the LPHA or alternate funding is unavailable. Work will stop and task order and Agreements will be terminated.

Procurement Process:

On September 30, 2020, Procurement published a RFP #2020-80 for Temporary Medical Staffing Services in accordance with LCRB C-047-0260. Proposals were received from thirty (30) firms. An evaluation team with representatives from Public Health and Health Centers evaluated the proposals and recommended an award of three (3) contracts to the highest scoring firms. The recommendation to award to three firms was based on the need to have sufficient access to nurses and certified medical assistants to respond to the COVID-19 pandemic. The Notice of Intent to Award was issued on December 1, 2020 and no protests were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Advantage Nurse Staffing of Oregon, Inc. contract for On-Call Temporary Medical Staffing Services.

Sincerely,

Rodney Cook

Rodney Cook (Dec 28, 2020 15:13 PST)

Rodney Cook,
Deputy Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

Approved during Board recess

Gary Schmidt

Gary Schmidt
County Administrator

12/29/20

Date



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3607**

This Personal Services Contract (this “Contract”) is entered into between Advantage Nurse Staffing of Oregon, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) by and through its Public Health and Health Centers Divisions.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2021, with the option of annual renewals thereafter subject to the mutual agreement of the parties. The total contract duration shall not exceed five (5) years.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide on-call temporary medical staffing services to respond to the COVID-19 pandemic. (“Work”), further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Million Dollars (\$1,000,000), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to the County Representative indicated in the Task Order.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A (Scope of Work), Exhibit B (Federal Terms and Conditions), Exhibit C (Business Associate Agreement), Exhibit D (RFP #2020-80 Temporary Medical Staffing Services), and Exhibit E (Contractor’s Proposal to RFP#2020-80 Temporary Medical Staffing Services).

7. Contractor and County Contacts.

Contractor	County
Administrator: Richard Evans Phone: 503-432-1383 Email: rick@advantagenursesaffing.com	Administrator: Jeanne Weber Phone: 503-742-5350 Email: jweber2@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence, with an annual aggregate limit of \$4,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Medical Professional Liability: combined single limit, or the equivalent, of not less than \$2,000,000 per claim, with an annual aggregate limit of \$4,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this 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 provisions 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 particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the

County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

31. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Advantage Nurse Staffing of Oregon, Inc.

Richard B. Evans

Richard B. Evans (Dec 22, 2020 09:43 PST)

Dec 22, 2020

Authorized Signature

Date

Richard B. Evans

Name / Title (Printed)

641460-88

Oregon Business Registry #

DBC / OR

Entity Type / State of Formation

Clackamas County Board of County Commissioners

Gary Smit

12.29.2020

Chair-- County Administrator

Date

Board Secretary

Date

Approved as to Form:

Kathleen J. Ricketts

12/21/2020

County Counsel

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor to provide Oregon licensed registered nurses and certified medical assistants on an on-call basis. All registered nurses and certified medical assistants shall be employees of Contractor and covered under Contractor's insurance (as required in Article II, Section 9 above). Services shall be provided in accordance with the Scope of Work outlined in Exhibit D (RFP#2020-80 Temporary Medical Staffing Services) and Exhibit E (Contractor's proposal to RFP #2020-80 Temporary Medical Staffing Services).

Hourly Rates: All Shifts Standard Rate

Supervisor/Lead RN	\$79.00
Registered Nurse – ED	\$74.00
Registered Nurse – Advice/Clinical	\$68.00
Licensed Practical Nurse/LPN	\$50.00
Certified Medical Assistant Lead	\$35.00
Certified Medical Assistant	\$32.00

Overtime (over 40 hours per week) will be billed at the standard of time and one-half.

This Contract is on an “on-call” or “as-needed basis” for Work.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

Exhibit B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means Advantage Nurse Staffing of Oregon, Inc., and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et

seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Richard B. Evans

[Richard B. Evans \(Dec 22, 2020 09:43 PST\)](#)

Signature of Contractor's Authorized Official

Richard B. Evans

Name and Title of Contractor's Authorized Official

Dec 22, 2020

Date

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of _____ (“Effective Date”) by and between **Clackamas County on behalf of its Department of Health, Housing and Human Services** (“Covered Entity”) and Advantage Nurse Staffing of Oregon, Inc. (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual,

and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.

- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary’s determining the Covered Entity’s and the Business Associate’s compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Advantage Nurse Staffing of Oregon, Inc.

Covered Entity
Clackamas County

Richard B. Evans

By: [Richard B. Evans \(Dec 22, 2020 09:43 PST\)](#)

By: 

Title: Vice President/Chief Operating Officer

Title: County Administrator

Date: Dec 22, 2020

Date: 12/29/2020

EXHIBIT D



REQUEST FOR PROPOSALS #2020-80

FOR

Temporary Medical Staffing Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
County Procurement Officer**

**George Marlton
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: October 20, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued	September 30, 2020
Protest of Specifications Deadline	October 8, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions	October 14, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	October 20, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award	Five (5) days from the Intent to Award
Anticipated Contract Start Date... ..	November/December 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 20, 2020** (“Closing”), to provide Temporary Medical Staffing Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the contractor to begin work in November or early December.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-80.1-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: George Marlton, gmarlton@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given five (5) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. **INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide temporary medical staffing services to respond to the COVID-19 pandemic. Specific staff needed include: Oregon licensed registered nurses (RN or BSN), ED Nurse, Oregon Licensed Practical Nurses (LPN), and Certified Medical Assistants (CMA). The County may decide in its sole discretion to award multiple contracts as a result of this RFP.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 **BACKGROUND**

The County, through its Public Health Division and its Health Centers Division, provide contact tracing and case investigation in response to the COVID-19 event. The County is utilizing on-call medical professionals to fill temporary positions to accomplish this work. Due to the nature of COVID-19, the work is fluid and the needs are ever changing.

3.3. **SCOPE OF WORK**

3.3.1. **Scope:**

Contractor to provide the following on an on-call basis.

- ✚ Oregon licensed registered nurses (RN or BSN)
- ✚ ED Nurse
- ✚ Oregon Licensed Practical Nurses (LPN)
- ✚ Certified Medical Assistants (CMA)

Public Health Division:

- ❖ Staff contracted to work with Clackamas County Public Health will participate in the Public Health response to COVID-19 and MAY include any of the following depending on the skill set of the staff and the needs of the organization:
 - Interview persons confirmed to have COVID-19 regarding symptoms and to identify persons exposure. Provide isolation instructions and refer to support services
 - Provide work place education and interviews regarding exposure by COVID-19 positive person in the site
 - Interview persons exposed to COVID-19, review symptoms and provide quarantine instructions.
 - Participate in managing an outbreak of COVID-19 with record keeping, education, data entry, and contact investigations
 - Support the emergency operations center in the COVID-19 response
- ❖ Staff contracted will
 - Work remotely on County provided equipment
 - Need excellent skills managing technology required for remote work environment
 - Need excellent phone communications skills

Health Centers Division:

- ❖ Perform a wide variety of journey-level nursing assignments which require independent judgment and skillful application of accepted, current nursing techniques and the implementation of program activities according to accepted health center policies and standards. Assignments involve complex and difficult processes and diagnoses and require independent judgment and application of skills with little or no supervision.
 - Provide the full range of general, professional nursing duties under the direction of a clinic/program manager, physician, nurse practitioner or certified nurse midwife
 - Assignments and duties may be of a general nature in a broad program or clinical area or of a specific scope
 - Promote and ensure high quality, evidence based infection control practices
 - Teach preventative and rehabilitative care and techniques to patients
 - Provide direct patient care and treatment when necessary
 - Provide triage, assessment, testing and patient education related to the COVID-19 pandemic response

Other Requirements

- Possession of a license to practice as a registered nurse in the State of Oregon
- Certified Medical Assistants must be certified by the American Association of Medical Assistants.
- Must possess and maintain a Basic Life Support (BLS) certificate.
- Must successfully pass a criminal history check which may include national or state fingerprint records check.
- Contractor shall ensure and provide documentation to the County that each placed nurse or certified medical assistant be covered under the Contractor's Medical Professional Liability policy and Automobile Liability policy or the nurse or certified medical assistant must have their own policies with at least the same limits as required of the Contractor.

3.3.2. Work Schedule:

Services need to be available seven (7) days a week, up to 40 hours per week and have the ability to be flexible and include weekends and holidays.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through December 31, 2021, with the option of annual renewals thereafter subject to the mutual agreement of the parties. The total contract duration shall not exceed five (5) years.

The resulting contract(s) will have a not to exceed consideration, however, the not to exceed may be increased by amendment at the sole discretion of the County to continue to respond to the COVID-19 pandemic.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance

requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Workers' Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

Special Conditions: In addition to the Personal Service Contract, the selected contractor(s) will also be required to agree to the Additional Federal Terms and Conditions contained in Attachment #1.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-25
Scope of Work	0-40
Fees	0-35
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Describe how the County will access the provided services.
- Describe how long it typically takes for a placement to occur starting from the day a request is made to the day the placement starts services.
- Describe the firm's resolution policies/process if an assignment experiences a problem.
- Describe how the firm conducts criminal background and drug screening checks.
- Does the firm provide references for referred medical staff candidates?
- Does the firm check medical staff candidates for Medicaid fraud?
- Describe how the firm will keep in communication with the County during placements.
- Describe how the firm will bill the County (method, frequency, etc.).

5.4. Fees

Provide your hourly rate fee schedule for the proposed medical professionals. If there are differential rates for things like experience or holiday or weekend shifts, the fee schedule must include all potential hourly rates. The hourly rates must be inclusive of all employee and agency fees.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
Temporary Medical Staffing Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

ATTACHMENT #1
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **CONTRACTOR NAME**, and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not

subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **NAME**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



George Marlon
County Procurement Officer

Procurement Division
Public Services Building
2051 Kaen Road, Oregon City, Or 97045

REQUEST FOR PROPOSALS #2020-80
TEMPORARY MEDICAL STAFFING SERVICES
ADDENDUM NUMBER 1
October 15, 2020

On September 30, 2020, Clackamas County (“County”) published Request for Proposals #2020-80 (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 3.3.1 Scope is modified by adding the following under the Other Requirements header:

Certified Medical Assistants must be certified by one of the following entities:

- American Association of Medical Assistants (AAMA)
- National Center for Competency Testing (NCCT),
- American Medical Technologies (AMT),
- National Healthcareer Association (NHA),

2. Section 3.3.4 Sample Contract is modified by adding the following Special Condition:

In the event the County determines that it is in its interest to hire the medical staff member on assignment as a permanent County employee, the buy-out fee will not exceed the following sliding scale:

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321-480 hours	15% of annual starting salary
481-640 hours	10% of annual starting salary
641+	No fee

End of Addendum



Advantage Nurse Staffing of Oregon, Inc.
EIN: 93-1249798

RESPONSE TO RFP #2020-80
for
TEMPORARY MEDICAL STAFFING SERVICES



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- Section B: Scope of Work
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Proposer's General Background and Qualifications

- **DESCRIPTION OF THE FIRM:**

Founded in July 1998, Advantage provides motivated, highly trained, professional, reliable temps at competitive rates.

Advantage Nurse Staffing specializes in providing temporary healthcare professionals to hospitals, clinics, out-patient surgical centers, municipalities, school districts, flu clinics, and home health facilities

We provide RNs, LPNs, Surgical Techs, Certified Nursing Assistants, and Certified Medical Assistants, in these specialties: Med/Surg, ER/ED, Advice Nursing, Telephone Triage, Contact Tracing/Investigation, Case Management, Psych, Clinic, Rehab, ICU, CCU, PACU, Ambulatory Surgery, Oncology, IV Therapy, LTC, Nurse Supervisors, Home Health, Flu Clinics, School Nurses, Assisted Living.

One of our companies, Care NW Staffing, provides RNs, LPNs, CNAs, Medication Aides, Medication Techs, and Caregivers to Long Term Care, Assisted Living, Memory Care, Alzheimer's Care, Skilled Nursing, and Rehabilitation Facilities.

The Advantage Group is owned and operated by caring professionals with extensive nursing and business backgrounds.

We do not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

Our management team includes:

Michael Montana, RN, BSN, MPA, President /Chief Executive Officer/Owner
Richard B. (Rick) Evans, Vice President /Chief Operating Officer/Owner
Nancy Montana, Chief Financial Officer/Corporate Secretary
Teisha Taylor, Director of Operations

- **CREDENTIALS/EXPERIENCE OF KEY INDIVIDUALS ASSIGNED TO THIS PROJECT:**

Michael J. Montana, RN, BSN, MPA

Michael is a registered nurse with extensive experience in patient care in Med/Surg, ICU, and ER, and was part of the National Surgical Risk Management Program representing the Portland VA Center from 1993 to 1997.

Michael is one of the original owners and founders of Advantage Nurse Staffing, which was incorporated in July 1998. He will be the primary contact for Clackamas County.

Richard B. Evans

Rick has over 30 years of senior management experience in operations, management, marketing, strategic planning, customer service, P&L, recruiting, hiring, and training. Enjoys entrepreneurial, growth-oriented environments. Majored in Business Administration and minored in Computer Science. Joined Advantage Nurse Staffing in November 2000.

Teisha Taylor

Teisha has been with Advantage Nurse Staffing since December 2014. She started in our credentialing department, then assumed responsibility for staffing, and is now our Director of Operations. She graduated in 2013 from Eastern Oregon University with a degree in Liberal Arts/Early Childhood Education. She spent six years as an education coordinator, teacher, and researcher with Columbia-Willamette YMCA.

Teisha works with our internal staff and our customers to ensure their staffing needs are being met and that we continue to supply high-quality healthcare temps.

Jon Newman

Jon has been with Advantage Nurse Staffing since March 2018 and is one of our highly skilled Staffing Specialists. He works with all of our varied clients and is knowledgeable, friendly, and responsive. Jon studied International Business at the University of San Francisco.

- **DESCRIPTION OF PROVIDING SIMILAR SERVICES TO PUBLIC ENTITIES OF SIMILAR SIZE WITHIN THE PAST FIVE (5) YEARS:**

In addition to Clackamas County, Advantage Nurse Staffing is currently providing temporary medical staffing services to Clark County in Vancouver, WA, to respond to the COVID-19 pandemic. Duties of assigned staff include contact tracing, case investigation, education, telephone triage, record keeping, education, and data entry, in a remote work environment.

Although not identical to Clackamas County, we have provided medical staff to University of Washington/King County in Seattle, correctional facilities in Oregon, and Battle Ground Public Schools, Brush Prairie, Washington.

- **DESCRIPTION OF THE FIRM'S ABILITY TO MEET THE REQUIREMENTS IN SECTION 3:**

Advantage Nurse Staffing is currently providing services, outlined in Section 3 of the RFP, to Clackamas County and Clark County in Vancouver, Washington. We have promptly met all the requests for staffing received from Clackamas County and Clark County.

Advantage Nurse Staffing maintains an active pool of RN/BSN/LPN healthcare workers in the following specialties:

Emergency Room	Clinic	Medical Surgical
Public Health	Rehab	Contact Tracing
Case Management	Psych	Advice Nursing
Telephone Triage	Flu Clinics	Home Health
ICU/CCU	PACU	Pediatrics
Labor & Delivery	Oncology	Operating Room

We maintain an active pool of non-RN professionals in the following categories:

Certified Medical Assistant (CMA)
Certified Nursing Assistant (CNA)

All medical staff placed in the Public Health Division for COVID-19 contact tracing will be working remotely on County provided equipment. They will be briefed before assignment to ascertain their skills in managing technology for remote work environments and assessed for their phone communication skills. We are able to accommodate the Work Schedule outlined in Scope of Work 3.3.2.

- **DESCRIPTION OF WHAT DISTINGUISHES THE FIRM FROM OTHER FIRMS PERFORMING A SIMILAR SERVICE:**

We are currently providing the services detailed in the Scope of Work. We are a local company that has been doing healthcare staffing for 22 years, and are committed to providing highly motivated and well-qualified professionals at competitive rates. We understand our clients' needs and our health care workers also know the area very well and can relate to the concerns of our diverse population.

All decisions are made at the local corporate level without having to be referred elsewhere. All candidates are personally interviewed, pre-screened, and tested, and we strive to attract people who are the top performers in their specialty.

Clinical competence is a critically important area for Advantage. Our credentialing requirements include the following:

Completed Application/Resume
Prior (7 years) Employment History (Verified/Explain gaps over 30 days)

Education (Verified)
References (Verified)
I-9 Form
Skills Assessment Checklist (Annual)
Specialty Competency/Medication Proficiency Testing (Initial Hire)
Continuing Education (Ongoing)
Physician's Statement of Health (Annual)
License (Verified within 30 days before start/6 mos. after that)
Performance Evaluations (Annual)
Immunizations:
 Two-Step TB (Annual)
 MMR vaccine or positive titer
 VAR vaccine or positive titer
 Hepatitis B declination or positive titer
 Flu vaccine or declination
BLS/ACLS/PALS/NIHSS Certifications (2 years)
Criminal Background Check/SS Trace (Initial Hire)
FACIS Level 3: OIG, SAM/GSA/EPLS, OFAC, Sex Offender (Annual)
Drug screen (Initial hire/within 60 days of assignment and random)

Our temporary medical staff are experienced in moving into new environments, learning quickly, integrating with the team, and responding to changing needs of the organizations they are assigned to.

Scope of Work – Per RFP Para. 5.3

- **Describe how the County will access the provided services:**

1. The primary contact person for Clackamas County is Michael Montana. His contact information is:

Email: michael@advantagenursestaffing.com

Phone/Text: 503-869-3643

Fax: 1-866-422-5515

2. Requests for staff can be emailed, texted, or phoned in.
3. When a request for staff is received, Advantage will email initial profiles of pre-screened, qualified candidates for review by Clackamas County.
4. The County will interview candidates, and once a selection is made, the terms of the assignment are confirmed in writing, and the individual can start working.
5. Additional support will be provided by Teisha Taylor and Jon Newman in our staffing center.

Email: staffing@advantagenursestaffing.com

Phone/Text: 503-356-8183

Fax: 1-866-422-5515

- **Describe how long it typically takes for a placement to occur from the day a request is made to the day the placement starts services:**

When we receive a staff request, we will provide pre-qualified initial profiles, usually within 24 hours, for County review and selection. Our current process with the County is 2-5 business days from when we receive candidate selection notification to the start of service.

- **Describe the firm's resolution policies/process if an assignment experiences a problem:**

If any problem occurs, contact is made by phone to Advantage, and we will deal with it immediately. To support and supplement the County's service delivery, we currently work closely with Jeanne Weber to resolve any issues that arise and counsel or replace any temporary staff as necessary. Our goal is to ensure that the temporary medical staff we provide can assimilate quickly into the team and perform at the high level expected.

We fully understand the challenges our clients face in controlling costs and maintaining adequate staffing ratios, and we know that a close partnership facilitates success.

- **Describe how the firm conducts criminal background and drug screening checks:**

1. Criminal background checks. We use third-party background check companies to conduct a 7-year review, which includes all states and counties lived in/worked in, multi-court (County, State & Federal) check, SSN/Address Trace, and fingerprint records checks. Our credentialing department checks FACIS Level 3, OIG, SAM/GSA/EPLS, OFAC, & NSOPW Sex Offender websites. Any hits are investigated, documented, and may result in no-hire or termination depending on circumstances.
2. Drug screening. Before placement, every medical staff professional is drug screened. We use Legacy or Quest Diagnostics labs for drug screening. We test initially upon hire, client request, and random. Our Health Professional Panel screens for the following:

Amphetamine/Methamphetamine	Barbiturates
Benzodiazepines	Cocaine Metabolite
Fentanyl	Methadone
6-Acetylmorphine	Morphine/Hydrocodone
Oxycodone/Oxymorphone	Phencyclidine
Meperidine	Propoxyphene
Marijuana Metabolites	

Our drug-free workplace policy requires post-incident testing and testing for reasonable suspicion. We are 100% committed to maintaining a drug-free workplace and placing drug-free HCPs with our clients.

- **Does the firm provide references for referred medical staff candidates?**

Yes. We obtain a minimum of two (2) professional references (from a manager or supervisor) that are verified and contacted for feedback on the candidates.

- **Does the firm check medical staff candidates for Medicaid fraud?**

Yes. Our credentialing department conducts a FACIS (Fraud Abuse Control Information System) Level 3 check on all medical staff personnel.

This search includes the entire FACIS database with over 5,000 data sources, including historical and state data, millions of individual records, and continuous updates.

- **Describe how the firm will keep in communication with the County during placements:**

A collaborative relationship is vital to ensuring that the County's objectives and requirements are met. Consequently, we have a designated individual, Michael Montana, for this contract. Our assigned staff person and the assigned County person will determine the frequency of contact that is appropriate for the team. A minimum of daily communication is preferable. Currently, Michael Montana and Jeanne Weber are in regular communication via text, email, and phone, from initial request to end of placement, for each medical staff candidate placed with the County. For assignments in the Health Centers Division, we will maintain the same high communication level through our centralized staffing center.

- **Describe how the firm will bill the County (method, frequency, etc.)**

We will invoice weekly, sent via email. An On-Call Task Order is prepared for each individual who is on assignment. The Task Order specifies the individual's work schedule, rate of pay, and sets a maximum payment sum for the Task Order, which can be increased if an assignment is extended. Each individual on assignment will submit a County approved Agency Temporary Staff timesheet, which will be submitted to the approving manager and a copy emailed to Advantage. Payment of invoices will be by direct deposit (ACH).

We will follow the Clackamas County protocol:

"Invoices and Payments. Unless otherwise specified, Contractor shall submit weekly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor.

Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs Work subject to the amendment."

Fees – Per RFP Para. 5.4

“THIS INFORMATION CONSTITUTES A TRADE SECRET UNDER ORS 192-345(2), AND SHALL NOT BE DISCLOSED EXCEPT IN ACCORDANCE WITH THE OREGON PUBLIC RECORDS LAW, ORS CHAPTER 192.”

Clackamas County Fee Schedule

<u>Position</u>	<u>All Shifts</u>
Supervisor/Lead RN	\$79.00
Registered Nurse – ED	\$74.00
Registered Nurse – Advice/Clinical	\$68.00
Licensed Practical Nurse/LPN	\$50.00
Certified Medical Assistant Lead	\$35.00
Certified Medical Assistant	\$32.00

Section D

References – Per RFP Para. 5.5

Clark County, Vancouver, WA
Holly Barnfather, Logistics Section Chief
Logistics.PH@clark.wa.gov
1-564-397-8226
Vancouver, WA

Providence Health/Cross Country
Deena Harpham, Vice President Strategic Partnerships
Seattle, WA (Virtual)
धारpham@crosscountry.com
1-253-392-4649

While not public entities, the following references can attest to the quality of our nurses and our internal staff.

ORM Fertility
Judy Ellis, RN, Surgery Lead
808 SW 15th Ave
Portland, OR 97205
JEllis@ormfertility.com
503-274-4994

Cascade Spine Surgery Center
Marianne Johnson, Clinical Manager
6464 SW Borland Rd. Suite A-3
Tualatin, OR 97062
mariajohnson@uspi.com
direct line: 971-404-3367

Proposal Certification
and
Additional Federal Terms and Conditions
Per RFP Para. 5.6

ATTACHED

PROPOSAL CERTIFICATION
Temporary Medical Staffing Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[j] Resident Bidder, as defined in ORS 279A.120

D Non-Resident Proposer, Resident State _____
Oregon Business Registry Number 6 4 1 46 0 8 8 _____

Contractor's Authorized Representative:

Signature: /.2cC-g b.'Zvt<-- Date: 10-16-20

Name: Richard B. Evans Title: Vice PresidenVCOO

Firm: Advantage Nurse Staffing of Oregon, Inc.

Address: 17982 Ridge Lake Drive

City/State/Zip: Lake Oswego, OR 97034 Phone: (503) 432-1383

e-mail: rick@advantagenursestaffing.com Fax: 866-422-5515

Contract Manager:

Name Richard B. Evans Title: Vice PresidenVCOO

Phone number: 503-432-1383

rick@advantagenursestaffing.com

Email Address:

ATTACHMENT #1
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **CONTRACTOR NAME**, and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not

subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Advantage Nurse Staffing of Oregon, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Richard B. Evans, VP/COO
Name and Title of Contractor's Authorized Official

10-16-20
Date

Certificate of Insurance – per RFP Para. 3.3.4

Advantage Nurse Staffing Insurance Limits:

Worker’s Compensation:	\$1,000,000
Commercial General Liability:	\$2,000,000 / \$4,000,000
Medical Professional Liability:	\$2,000,000 / \$4,000,000
Automobile Liability:	\$1,000,000 Combined Single Limit

CERTIFICATE ATTACHED

3607 Advantage Nurse Staffing of Oregon - FINAL

Final Audit Report

2020-12-22

Created:	2020-12-22
By:	GEORGE MARLTON (GMarlton@co.clackamas.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIqQcUmsc4D0gX-cqUKECKO8tR2fee8lo

"3607 Advantage Nurse Staffing of Oregon - FINAL" History

-  Document created by GEORGE MARLTON (GMarlton@co.clackamas.or.us)
2020-12-22 - 3:23:03 PM GMT- IP address: 73.11.107.26
-  Document emailed to Richard B. Evans (rick@advantagenursestaffing.com) for signature
2020-12-22 - 3:25:10 PM GMT
-  Email viewed by Richard B. Evans (rick@advantagenursestaffing.com)
2020-12-22 - 5:33:28 PM GMT- IP address: 73.37.13.176
-  Document e-signed by Richard B. Evans (rick@advantagenursestaffing.com)
Signature Date: 2020-12-22 - 5:43:38 PM GMT - Time Source: server- IP address: 73.37.13.176
-  Agreement completed.
2020-12-22 - 5:43:38 PM GMT

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with 22nd Century Technologies, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic

Purpose/Outcome	Approval of the on-call contract for services
Dollar Amount and Fiscal Impact	\$1,000,000 on-call contract.
Funding Source	Funds are reimbursed from LPHA – Program Element 43-6 CARES flu
Duration	One year with four once year optional extensions. This is dependent on available funding. If additional funding or alternate funding is unavailable. Work will stop and task order and Agreements will be terminated.
Previous Board Action/Review	None
Strategic Plan Alignment	1. Sustaining Public Health and Wellness. 2. Keep vulnerable residents safe and healthy.
Counsel Review	Counsel approval 12/22/20 by KR
Procurement Review	Was the item process through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Contact Person	Philip Mason-Joyner , 503-742-5956 or Jeanne Weber x5350
Contract No.	3609

Background:

In order for the County to respond the COVID-19 pandemic, the Public Health and the Health Centers Divisions of Health Housing and Human Services needed to quickly contract with firms to provide registered nurses to conduct contact tracing and to potentially provide clinical services. The original contracts were authorized under the emergency declaration issued by the Board. As the COVID-19 pandemic has not subsided, the department needed to establish longer term contracts for services to ensure continuity of services and allow for rapid expansion of services as needed. The department worked with Procurement to issue a Request for Proposals Process to retain three firms for on-call services. Reimbursement for these expenses are from the LPHA – Program Element 43-6 CARES flu. One year with four once year optional extensions. The term and renewals are dependent on available funding. If additional funding from the LPHA or alternate funding is unavailable. Work will stop and task order and Agreements will be terminated.

Procurement Process:

On September 30, 2020, Procurement published a RFP #2020-80 for Temporary Medical Staffing Services in accordance with LCRB C-047-0260. Proposals were received from thirty (30) firms. An evaluation team with representatives from Public Health and Health Centers evaluated the proposals and recommended an award of three (3) contracts to the highest scoring firms. The recommendation to award to three firms was based on the need to have sufficient access to nurses and certified medical assistants to respond to the COVID-19 pandemic. The Notice of Intent to Award was issued on December 1, 2020 and no protests were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the 22nd Century Technologies, Inc. contract for On-Call Temporary Medical Staffing Services.

Sincerely,

Rodney Cook

Rodney Cook (Dec 28, 2020 15:13 PST)

Rodney Cook,
Deputy Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

Approved during Board recess

Gary Schmidt

Gary Schmidt
County Administrator

12/29/2020

Date



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3609**

This Personal Services Contract (this “Contract”) is entered into between 22nd Century Technologies, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), by and through its Public Health and Health Centers Divisions.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2021, with the option of annual renewals thereafter subject to the mutual agreement of the parties. The total contract duration shall not exceed five (5) years.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide on-call temporary medical staffing services to respond to the COVID-19 pandemic. (“Work”), further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Million Dollars (\$1,000,000), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to the County Representative indicated in the Task Order.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A (Scope of Work), Exhibit B (Federal Terms and Conditions), Exhibit C (Business Associate Agreement), Exhibit D (RFP #2020-80 Temporary Medical Staffing Services), and Exhibit E (Contractor’s Proposal to RFP#2020-80 Temporary Medical Staffing Services).

7. Contractor and County Contacts.

Contractor	County
Administrator: Sandeep Singh Phone: 703-286-4655 Email: sandeeps@tscti.com	Administrator: Jeanne Weber Phone: 503-742-5350 Email: jweber2@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this 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 provisions 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 particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the

County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

31. FEDERAL CONTRACTING REQUIREMENTS. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

22nd Century Technologies, Inc.

Clackamas County Board of County Commissioners

Sandeep Singh

Dec 28, 2020

Sandeep Singh (Dec 28, 2020 10:46 EST)

Authorized Signature

Date

Chair

Date

Sandeep Singh

Name / Title (Printed)

Board Secretary

Date

1139268-93

Oregon Business Registry #

Approved as to Form:



12/21/2020

FBC / New Jersey

Entity Type / State of Formation

County Counsel

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor to provide Oregon licensed registered nurses and certified medical assistants on an on-call basis. Contractor shall ensure that each placed nurse or health professional maintain the same insurance coverage as indicated in Article II, Section 9 of the Contract. Services shall be provided in accordance with the Scope of Work outlined in Exhibit D (RFP#2020-80 Temporary Medical Staffing Services) and Exhibit E (Contractor’s proposal to RFP #2020-80 Temporary Medical Staffing Services).

Hourly Rates:	All Shifts Standard Rate
Registered Nurse (RN or BSN)	\$45.50
Registered Nurse – ED	\$45.50
Licensed Practical Nurse/LPN	\$35.10
Certified Medical Assistant	\$22.10

Overtime (over 40 hours per week) will be billed at the standard of time and one-half.

This Contract is on an “on-call” or “as-needed basis” for Work.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

Exhibit B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means 22nd Century Technologies, Inc., and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et

seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Sandeep Singh

Sandeep Singh (Dec 28, 2020 10:46 EST)

Signature of Contractor's Authorized Official

Sandeep Singh

Name and Title of Contractor's Authorized Official

Dec 28, 2020

Date

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of _____ (“Effective Date”) by and between **Clackamas County on behalf of its Department of Health, Housing and Human Services** (“Covered Entity”) and 22nd Century Technologies, Inc. (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual,

and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.

- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary’s determining the Covered Entity’s and the Business Associate’s compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
22nd Century Technologies, Inc.

Covered Entity
Clackamas County

By: Sandeep Singh
Sandeep Singh (Dec 28, 2020 10:46 EST)

By: 

Title: Business Head - Operations

Title: County Administrator

Date: Dec 28, 2020

Date: 12/29/2020

EXHIBIT D



REQUEST FOR PROPOSALS #2020-80

FOR

Temporary Medical Staffing Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
County Procurement Officer**

**George Marlton
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: October 20, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued	September 30, 2020
Protest of Specifications Deadline	October 8, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions	October 14, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	October 20, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award	Five (5) days from the Intent to Award
Anticipated Contract Start Date... ..	November/December 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 20, 2020** (“Closing”), to provide Temporary Medical Staffing Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the contractor to begin work in November or early December.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-80.1-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: George Marlton, gmarlton@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given five (5) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. **INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide temporary medical staffing services to respond to the COVID-19 pandemic. Specific staff needed include: Oregon licensed registered nurses (RN or BSN), ED Nurse, Oregon Licensed Practical Nurses (LPN), and Certified Medical Assistants (CMA). The County may decide in its sole discretion to award multiple contracts as a result of this RFP.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 **BACKGROUND**

The County, through its Public Health Division and its Health Centers Division, provide contact tracing and case investigation in response to the COVID-19 event. The County is utilizing on-call medical professionals to fill temporary positions to accomplish this work. Due to the nature of COVID-19, the work is fluid and the needs are ever changing.

3.3. **SCOPE OF WORK**

3.3.1. **Scope:**

Contractor to provide the following on an on-call basis.

- ✚ Oregon licensed registered nurses (RN or BSN)
- ✚ ED Nurse
- ✚ Oregon Licensed Practical Nurses (LPN)
- ✚ Certified Medical Assistants (CMA)

Public Health Division:

- ❖ Staff contracted to work with Clackamas County Public Health will participate in the Public Health response to COVID-19 and MAY include any of the following depending on the skill set of the staff and the needs of the organization:
 - Interview persons confirmed to have COVID-19 regarding symptoms and to identify persons exposure. Provide isolation instructions and refer to support services
 - Provide work place education and interviews regarding exposure by COVID-19 positive person in the site
 - Interview persons exposed to COVID-19, review symptoms and provide quarantine instructions.
 - Participate in managing an outbreak of COVID-19 with record keeping, education, data entry, and contact investigations
 - Support the emergency operations center in the COVID-19 response
- ❖ Staff contracted will
 - Work remotely on County provided equipment
 - Need excellent skills managing technology required for remote work environment
 - Need excellent phone communications skills

Health Centers Division:

- ❖ Perform a wide variety of journey-level nursing assignments which require independent judgment and skillful application of accepted, current nursing techniques and the implementation of program activities according to accepted health center policies and standards. Assignments involve complex and difficult processes and diagnoses and require independent judgment and application of skills with little or no supervision.
 - Provide the full range of general, professional nursing duties under the direction of a clinic/program manager, physician, nurse practitioner or certified nurse midwife
 - Assignments and duties may be of a general nature in a broad program or clinical area or of a specific scope
 - Promote and ensure high quality, evidence based infection control practices
 - Teach preventative and rehabilitative care and techniques to patients
 - Provide direct patient care and treatment when necessary
 - Provide triage, assessment, testing and patient education related to the COVID-19 pandemic response

Other Requirements

- Possession of a license to practice as a registered nurse in the State of Oregon
- Certified Medical Assistants must be certified by the American Association of Medical Assistants.
- Must possess and maintain a Basic Life Support (BLS) certificate.
- Must successfully pass a criminal history check which may include national or state fingerprint records check.
- Contractor shall ensure and provide documentation to the County that each placed nurse or certified medical assistant be covered under the Contractor's Medical Professional Liability policy and Automobile Liability policy or the nurse or certified medical assistant must have their own policies with at least the same limits as required of the Contractor.

3.3.2. Work Schedule:

Services need to be available seven (7) days a week, up to 40 hours per week and have the ability to be flexible and include weekends and holidays.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through December 31, 2021, with the option of annual renewals thereafter subject to the mutual agreement of the parties. The total contract duration shall not exceed five (5) years.

The resulting contract(s) will have a not to exceed consideration, however, the not to exceed may be increased by amendment at the sole discretion of the County to continue to respond to the COVID-19 pandemic.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance

requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Workers' Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

Special Conditions: In addition to the Personal Service Contract, the selected contractor(s) will also be required to agree to the Additional Federal Terms and Conditions contained in Attachment #1.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-25
Scope of Work	0-40
Fees	0-35
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Describe how the County will access the provided services.
- Describe how long it typically takes for a placement to occur starting from the day a request is made to the day the placement starts services.
- Describe the firm's resolution policies/process if an assignment experiences a problem.
- Describe how the firm conducts criminal background and drug screening checks.
- Does the firm provide references for referred medical staff candidates?
- Does the firm check medical staff candidates for Medicaid fraud?
- Describe how the firm will keep in communication with the County during placements.
- Describe how the firm will bill the County (method, frequency, etc.).

5.4. Fees

Provide your hourly rate fee schedule for the proposed medical professionals. If there are differential rates for things like experience or holiday or weekend shifts, the fee schedule must include all potential hourly rates. The hourly rates must be inclusive of all employee and agency fees.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
Temporary Medical Staffing Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

ATTACHMENT #1
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **CONTRACTOR NAME**, and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not

subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **NAME**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



George Marlon
County Procurement Officer

Procurement Division
Public Services Building
2051 Kaen Road, Oregon City, Or 97045

REQUEST FOR PROPOSALS #2020-80
TEMPORARY MEDICAL STAFFING SERVICES
ADDENDUM NUMBER 1
October 15, 2020

On September 30, 2020, Clackamas County (“County”) published Request for Proposals #2020-80 (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 3.3.1 Scope is modified by adding the following under the Other Requirements header:

Certified Medical Assistants must be certified by one of the following entities:

- American Association of Medical Assistants (AAMA)
- National Center for Competency Testing (NCCT),
- American Medical Technologies (AMT),
- National Healthcareer Association (NHA),

2. Section 3.3.4 Sample Contract is modified by adding the following Special Condition:

In the event the County determines that it is in its interest to hire the medical staff member on assignment as a permanent County employee, the buy-out fee will not exceed the following sliding scale:

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321-480 hours	15% of annual starting salary
481-640 hours	10% of annual starting salary
641+	No fee

End of Addendum



EXHIBIT E

22nd Century Technologies, Inc.



Response to Request for Proposals #2020-80 For Temporary Medical Staffing Services

**Due by: October 20, 2020
At 2:00 PM, Pacific Time**



Submitted to:

**Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road Oregon City, OR 97045**

Submitted by:

**22nd Century Technologies, Inc.
220 Davidson Avenue, Suite 118, Somerset, NJ 08873
Phone: 888-99-TSCTI (87284) | Fax: 732-537-0888
Email: sledproposals@tscti.com**

TSCTI claims that information contained in our proposal, such as, contact information of proposed staff, technical and management approach, subcontractor details and price quote is confidential and proprietary. Disclosure of this information can be used by our competitors to underprice us on future bids, reverse-engineer aspects of TSCTI's approach, lure away subcontractors or key employees. Thereby we request the Government to provide us the opportunity to provide a redacted copy of our response for FOIA and protecting the undue advantage of FOIA disclosure.

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Transmittal Letter

October 16, 2020

Attention: George Marlton, County Procurement Officer
Clackamas County Procurement Division

Thank you for providing the opportunity to conduct business with The Clackamas County (“County”). 22nd Century Technologies, Inc. (“TSCTI”) is pleased to respond to RFP #2020-80, Title: Temporary Medical Staffing Services where the County is seeking Proposals from qualified vendors to provide temporary medical staffing services to respond to the COVID-19 pandemic on job titles such as: Oregon licensed registered nurses (RN or BSN), ED Nurse, Oregon Licensed Practical Nurses (LPN), and Certified Medical Assistants (CMA).

22nd Century Technologies Inc., (TSCTI) is one of the fastest growing medical staffing companies in the United States. With presence in all 50 States and 10000 employees nationwide, we have been providing unparalleled medical professional and technology staffing services to Public and Private sectors for over 23 years. Started as a technology staffing company in 1997, we have significantly expanded our healthcare practice to both Clinical and Non-Clinical staffing, serving various facilities, healthcare organizations government health departments, airports, local offices, hospitals, health systems, pharmacies, educational institutes, ambulatory surgery centers, clinical laboratories, physician offices, medical research centers and government agencies. Our ISO certified staffing practices and technology driven staffing procedures – from recruitment to onboarding, along with an internal pre-vetted resume database of medical professionals, enable us to serve our customers with their immediate staffing needs.

With D&B Open rating score of 93, we have been successfully serving a huge customer base with a high level of customer satisfaction. TSCTI has successfully delivered more than \$50M of medical staffing services with over 600,000 hours of medical staffing in the last five years. Our contract management approach to deliver such contracts is based on proven life-cycle methodologies and integrates the HCSS, ASA, HIPPA & OSHA compliance criteria. We take a collaborative approach to help our clients in providing medical staffing services, ensuring high performance, flexibility, and seamless services to enable better business value.

With a team of more than 200 domain-specific recruiters to source, recruit and select the best available medical staff for the county, access to more than 5M highly qualified professionals in the industry and with TSCTI 23 years of immense experience will assist the County to fulfill set program goals. TSCTI is actively providing and overseeing disease investigation activities (including case investigation, contact tracing, safe isolation and quarantine, and both clinical and social referrals) for multiple government agencies.

With our extensive experience and a strong pool of qualified staff, TSCTI was quickly able to provide prevention services for COVID-19 to our government customers including *District of Columbia Department of Health, Health Department of New Jersey, Virginia Department of Health, Michigan Department of Health and Human Services, State of South Carolina, State of Colorado, State of New York, Health Department of Missouri, Health Department of Montana, Health Department of Delaware, Department of Health and Human Services of New Hampshire, Health Department of Mississippi, Middlesex County Improvement Authority (Roosevelt Care Center Edison) NJ, Alameda-Contra Costa Transit District, Calhoun Community College AL, Pima County AZ, and State of West Virginia.*

TSCTI also possess immense experience working with the *State of Oregon* on clients such as *City of Bend, City of Salem, Clackamas County, Multnomah County, University of Oregon, Washington County* to name a few. Our largest contract with similar scope is with the State of NJ where we have placed over 4000 healthcare, clinical, nursing, medical professionals to support State’s Healthcare facilities. The attached TSCTI response addresses all requirements identified in the solicitation and comply with all applicable Federal, State, local laws, rules, and regulations. We acknowledge the issued response to clarifying questions on October 15, 2020 and agree to all the rules, laws, procedures, terms and conditions specified in the solicitation. Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,



Kulpreet Singh – Business Development Manager

22nd Century Technologies, Inc.

220 Davidson Avenue, Suite 118, Somerset, NJ 08873

Telephone No: 888-998-7284 | Fax No: 732-537-0888

E-Mail: sledproposals@tscti.com | Website: <https://www.22ndhealth.com/>

Proposer’s General Background and Qualifications

Description of the firm.

TSCTI is a government focused organization providing medical staffing services and workforce solutions. With 10,000 employees nationwide, TSCTI has successfully delivered more than \$50M of health staffing services with over 600,000 hours of medical staffing in the last five years to government health departments, airports, local offices, hospitals, health systems, pharmacies, ambulatory surgery centers, clinical laboratories, physician offices, and medical research centers. Started as a technology staffing company in 1997, we have significantly expanded our healthcare practice to both Clinical and Non-Clinical staffing, serving various facilities, healthcare organizations and government agencies. Our ISO certified staffing practices and technology driven staffing procedures – from recruitment to onboarding, along with an internal pre-vetted resume database of nursing/healthcare/medical professionals, enable us to serve our customers with their immediate staffing needs.

Key Statistics

- Successfully delivered \$500M+ of staffing services with more than 10M hours of contractual staffing to federal, state and local agencies
- Operating as Corporation with D&B open rating 93
- Over 280 clients, including 65% of the state and local government entities
- 18 locations throughout the nation with 10000+ employees
- \$265M revenue for FY 2019
- A proprietary database of over 5M resumes
- The industry experts have consistently recognized our expertise and high standards of service through a wide range of awards, such as:



With over two decades of experience in providing complete staffing solution from MSP program to recruitment services to payroll services, TSCTI maintains a formal state and local government practice as one of our industry specialties. TSCTI has presence in 27 counties and 50 states across the nation. Our broad experience teaches us that every client has a blend of staffing requirements. Following table encompasses the information about TSCTI:

Firm’s Legal Name	22nd Century Technologies, Inc.		
Name of the Owner	Mr. Satvinder Singh		
Location of the Head Office	220 Davidson Avenue Suite, 118 Somerset NJ 08873		
Phone Number	888-998-7284	Fax:	732-537-0888
Email	sledproposals@tscti.com		
Ownership Structure	S – Corporation		
Date of Establishment	March 24 th , 1997		
Number of employees	10000+		
Fed ID	22-3502121	DUNS #	028619588
Website	www.tscti.com		

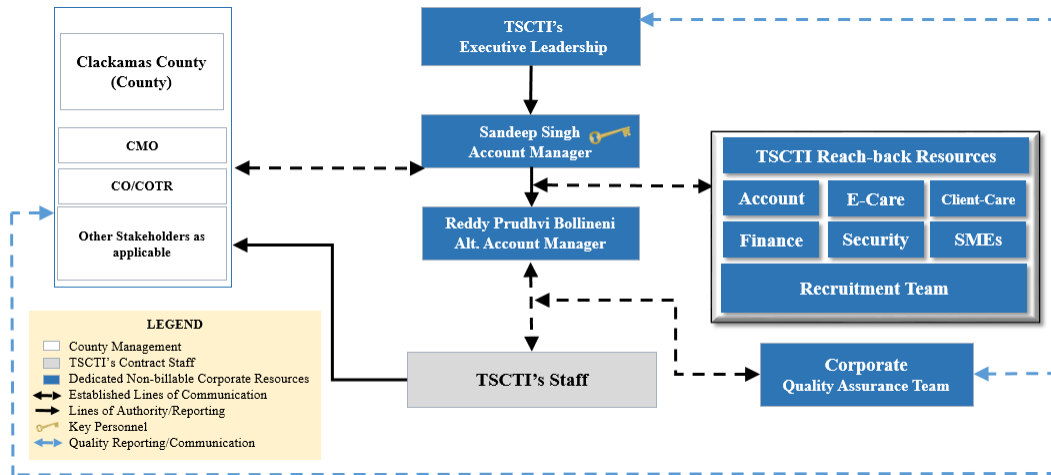
Credentials/experience of key individuals that would be assigned to this project.

To ensure the success of this contract we will assign a dedicated Account Manager, Mr. Sandeep Singh having extensive experience in managing similar temporary staff augmentation contracts within the scope as outlined in solicitation. In addition, he has extensive experience in leading all phases of the staffing services life cycle and is particularly adept in facilitating and leading resource need

gathering to delivering the right resources within given time line and budget. With his combined management, technical and staffing subject matter expertise, we are confident that he will lead the proposed team in delivering paramount quality services to the County on time and within budget.

TSCTI is proposing the services of our highly qualified and experienced Account management team comprising a primary Account Manager (Sandeep Singh), Alternate Account Manager (Reddy Prudhvi Bollineni), Recruitment Manager (Suchika Mehta), Customer Support Executive, and a team of the dedicated domain specified recruiters. Our dedicated Account Manager will coordinate requests under this contract with the County. TSCTI is proposing the service of alternate Account Manager who will be responsible for working with the primary Account Manager on the County requirement, in case the primary Account Manager is unavailable (due to vacation, leave of absence, attendance at a conference, day off, etc.), all the communication and management of the contract will be managed by the alternate Account Manager without any uninterrupted services. The team that we are proposing for this contract holds years of experience handling similar contracts. In the following table, we have provided an overview of qualifications and experience of our Account Management team, along with the supporting divisions that will be used to service the County. A summary of TSCTI’s proposed key personnel are provided as follows:

Sandeep Singh, Account Manager (AM)	Sandeep’s experience in staffing & recruiting spans over 13 years servicing public sector, and handling high volume large and mid-sized client relationships. He has been with TSCTI for more than 8 years, sourcing quality talent for our Statewide contracts. Along with the team, he will develop a staffing plan to meet County specific needs.
<p>Responsibilities include but is not limited to</p> <ul style="list-style-type: none"> • Key person for managing contract signed with the County and interacting with the HR/Hiring Manager. • Ensure & track the contract requirements. • Educate existing/new Alternate Account Manager with the County contract requirements. • Quarterly meetings to monitor TSCTI contract performance and to know current TSCTI standing & performance on the contract. • Weekly meeting with Back Office Staffing Operation & E-Care Team to give an update on TSCTI performance & upcoming activities under contract. • Ensuring that Monthly Compliance Reports are being submitted in time to the County and sending weekly dashboard reports to Executive Management. 	
Reddy Prudhvi Bollineni, Account Executive (AE)	<ul style="list-style-type: none"> • Around 5 years of experience in the Account Management, Operations, Customer Relationship Management & Business Development. • Holds a Master’s degree from University of Maryland and has been with TSCTI since Feb 2018. • Consistently been ranked in the top 3 for TSCTI’s Account/ Business Executives throughout the US. • Involved in many contracts which are exactly similar to the scope and size of this RFP.
<p>Responsibilities include but is not limited to</p> <ul style="list-style-type: none"> • Write Synopsis of the County requisition which includes- <ul style="list-style-type: none"> ○ Overview of the County contract. ○ Domain-specific skills required. ○ Desired to have skills. • Working with Recruiting Manager to ensure the quality of candidate selection process • Coordinating consultant interviews with the County and monthly meeting with the County Management • To know about upcoming activities and understand the County future needs • To know about TSCTI staff performance • Resolving difficult situations with TSCTI Staff working at the County projects • Time to time meeting with on-site consultants 	



TSCTI Organization Chart

• **Description of providing similar services to public entities of similar size within the past five (5) years.**

TSCTI provides quality nursing/healthcare/medical staffing services to Healthcare, Pharma industrial clients covering Hospitals (Governmental Entities), Departments of Health, Educational Institutes and Medical Research Centers. We offer medical services with the mission to provide and improve quality of health care professionals because we believe in the holistic approach for our client to help them for achieving their missions of client care, taking care of the disease, finding out solutions of diseases with new long and productive researches that maintain health, enhance health and promote a fulfilling life.

Whether you are looking to find quality candidate or experienced firm with temp staffing, our 23 years of experience will assist you to fulfill your set goals. Along with quickly achieving staffing levels to maintain your revenue goals and providing solutions for their nursing staffing shortages. We will assist you to meet your needs to fill short-term, long-term and permanent positions and long-term associated health positions. We have access to the greatest number of highly qualified medical professionals in the industry. List of agencies where we are providing similar services:

Name of the Agencies	Healthcare Staff provided	No. of Positions
State of New Jersey	Psychiatric Nurses, Psychiatrists, Advanced Practitioner Nurses, Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Certified Registered Nurse Practitioners, Bilingual Teen Parenting Program Nurse, Physical Therapists, Emergency Nurse, Certified Medical Assistants, Certified Medical Assistants, Registered Nurses, Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	4000+
Department of Health and Human Services in Michigan	Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Skilled Nursing, Nurse Staffing, Personal Care Services, Medical Health Care Staff, Emergency Nurse, Certified Medical Assistants, Allied Health Care Staff, Cleaning staff, Practical Nurse, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	280+
County of Somerset New Jersey	Psychiatric Nurses Registered Nurses, Licensed Practical Nurses, Advance Practice Nurse (APN Prescriber), Licensed Clinical Social Worker, Licensed Professional Counselor, Counselors, Psychiatric Social Worker, Licensed Psychiatrist, Advance Practice Nurse (APN Prescriber), Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Occupational Therapist, Nurse Supervisor	250+
Virginia Department of Health	Health Screeners, Case Investigators, Data Analyzers, Contact Tracers Psychiatric Nurses Registered Nurses, Advance Practice Nurse (APN Prescriber), Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Clinical Social Worker, Licensed Professional Counselor, Counselors, Clinic	200+

	Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Advance Practice Nurse (APN Prescriber), Nurse Supervisor	
Middlesex County Improvement Authority	Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Psychiatric Nurses, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Supervisor Registered Nurse, Nurse Practitioner, Medical Health Care Staff, Advanced Practice Nurse, Medical Assistant, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor and Healthcare Technician.	100+
State of New York	Psychiatric Nurses Registered Nurses, Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Advance Practice Nurse (APN Prescriber), Licensed Clinical Social Worker, Licensed Professional Counselor, Counselors, Psychiatric Social Worker, Licensed Psychiatrist, Advance Practice Nurse (APN Prescriber), Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Emergency Nurse, Certified Medical Assistants	80+
The Fire Department of the City of New York	Registered Nurse I, Registered Nurse Practitioner II, Registered Nurse Practitioner III, Certified Nursing Assistant, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Registered Nurse I, Healthcare Technician, Licensed Practical Nurse (LPN), Contract Tracers, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist	70+
New Jersey Department of Education	Registered Nurse, Operating Room Technicians, Medical Assistants, Billing Specialist, Cleaning staff, Customer Service Representative, Case Manager, Claims Specialist, Medical Clerk, IT specialist, Clinical Specialist, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	60
The College of New Jersey	Healthcare Specialist, Medical Billing Specialist, Medical Assistant, Records Clerk, Medical Technician, Computer Analyst, Health Educator, Cleaning staff, Customer Service Representative, Manager, Supervisory Nursing Personnel, Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Physical Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	24
University of Massachusetts Medical School	Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Skilled Nursing, Nurse Staffing, Personal Care Services, Medical Health Care Staff, Allied Health Care Staff, Practical Nurse, Bilingual Teen Parenting Program Nurse, Registered Nurses, Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	20
Marie Katzenbach School for the Deaf	Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Personal Care Services, Cleaning staff, Customer Service Representative, Medical Health Care Staff, Allied Health Care Staff, Practical Nurse, Bilingual Teen Parenting Program Nurse, Registered Nurses, Licensed Practical Nurses	15
Department of Social & Health Services, TX	Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Medical Office Specialist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	15
Department of Social & Health Services, WA	Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Nurse Supervisor, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	15
Department of Human Services, MI	Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Psychiatrists, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	15
California Department of Corrections and Rehabilitation, CA	Physical Therapist, Registered Nurses, Psychiatric Nurses, Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	15
National Institutes of Health, MD	Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Clinical Social Workers, Licensed Professional	11

	Counselors, Physical Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	
Naval Medical Center, CA	Emergency Nurse, Certified Medical Assistants, Cleaning staff, Customer Service Representative, Medical Administrative Support Staff, Speech Language Pathologists, Registered Nurses, Licensed Practical Nurses	10
Texas Health and Human Services Commission, TX	Psychiatric Nurses, Psychiatrists, Advanced Practitioner Nurses, Certified Registered Nurse Practitioners, Bilingual Teen Parenting Program Nurse, Physical Therapists, Certified Medical Assistants, Registered Nurses, Licensed Practical Nurses, Cleaning staff, Customer Service Representative	21
Department of Social & Health Services, WA	Occupational Therapist, Charge Nurse, Physician Assistant, Cleaning staff, Customer Service Representative, Certified Pharmacy Technician, Registered Nurses, Licensed Practical Nurses Nurse Practitioner, Certified Nursing Assistant, Nurse Supervisor	22
California Prison Health Care, CA	Physicians, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Dietician, Psychiatric Nurses (RN), Advance Practice Nurse (APN Prescriber), Licensed Clinical Social Worker, Registered Nurses, Cleaning staff, Customer Service Representative, Licensed Practical Nurses, Licensed Professional Counselor, Counselors	15
California Department of Corrections and Rehabilitation, CA	Skilled Nursing, Nurse Staffing, Personal Care Services, Medical Health Care Staff, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Licensed Practical Nurses	17
Department of Human Services, OR	Operating Room Technicians, Medical Assistants, Cleaning staff, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Supervisory Nursing Personnel, Licensed Practical Nurses, Certified Nursing Assistants, Registered Nurses, Licensed Practical Nurses	12
Department of Human services, MS	Licensed Marriage and Family Therapists, Licensed Clinical Alcohol and Drug Counselors, Physical Therapists, Medical Billers and Coders, Cleaning staff, Customer Service Representative, Registered Nurses, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor	20
Grady Hospital, GA	Licensed Psychiatrists, Advanced Practice Nurses, Medical Consultant, Registered Nurse, Cleaning staff, Customer Service Representative, Licensed Medical Specialist, Physician, Registered Nurses, Licensed Practical Nurses	12

• **Description of the firm’s ability to meet the requirements in Section 3.**

TSCTI’s proposed methodology is based on a dedicated service delivery model, leverages its best resources to fully support the mission and objectives of the County. TSCTI will assign a Client Engagement and Delivery Office (CEDO) for the County contract to provide regular and after-business-hours support. CEDO will empower TSCTI to respond quickly to all County requirements and queries, with turnaround time as little as 12 hours for the requirements. CEDO at TSCTI is focused on adding values and delivering the temporary staff “whenever the client needs” through a deep understanding of the experience, skills and other details for successful deployment and project completion. CEDO ensures a perfect match with continuity at a place using an innovative, best in class 24x7x365 recruiting and deployment engine, complemented by internal teamwork to validate candidate and background, onboarding, candidate replacement, and timesheet management and administration.

Our structured approach will deliver value across the County’s program while leveraging a combination of diverse recruiting mediums, a dedicated single point of contact with a backup, domain specific recruiters for multiple categories, routine performance monitoring/ reporting, and continuous improvement initiatives in order to achieve maximum results. Our complete solution for the County includes the following deliverables that make up the overall operation of the County’s program.



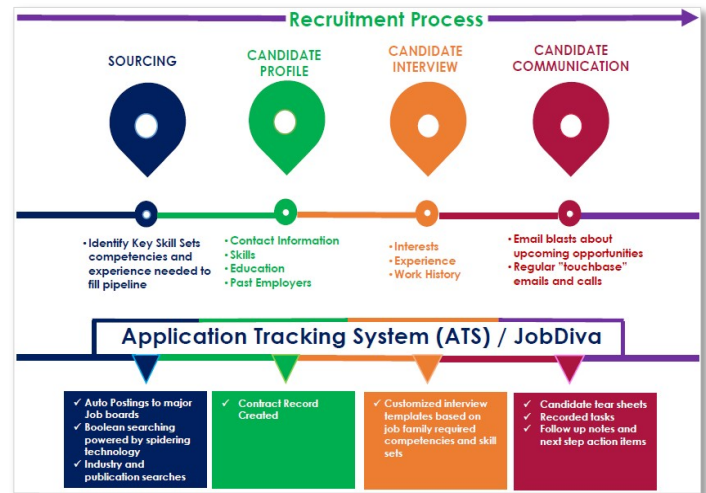
Contract Initiation

According to our Quality Project Implementation Process, TSCTI begin the contract with a kickoff session with the County to introduce our team and set the stage for our partnership. During this meeting, we will discuss the County's objectives for the program to determine the services required to best meet the objectives. Also, we determine the nature and scope of the work. As our management approach is proactive, we conduct needs assessments to assess the business environment to ensure that all necessary controls are incorporated into the scope. TSCTI analyzes the business needs/ requirements in measurable goals; reviews the current operations; and analyzes the costs and benefits, which includes creating a detail overall budget.

Recruitment

To ensure that the qualified staff is available to County in all situations, TSCTI will use its proven proactive and reactive approaches, processes, and tools practiced for over two decades. TSCTI will build a customized staffing program to meet the preferences of the County. In addition to our current pool of employees in the local region, we will develop a targeted and proactive recruitment plan based on County's specific staffing needs to build a pipeline of qualified candidates to leverage as staffing needs arise. Our staffing programs are customized by client, and a great deal of time is spent during implementation understanding client's needs for temporary staff (typical skill sets requested, frequency, length of notice, length of the assignment, quantities, and seasonal fluctuations) to anticipate changes and develop the most effective recruitment and engagement plan.

Below is the summary of TSCTI's sourcing channels to handle County's staffing needs:



- **Current Staff:** TSCTI has a staff of over 10000 people experienced in various skillset throughout the US with numerous consultants placed on different contracts with the State of OR. TSCTI regularly checks the project end dates of these consultants and submit those, whose projects are going to end. This allows us to quickly validate both a skill and culture fit and reduce time to fill.
- **Employee Referrals:** One of our best sources of exceptional talent is employee referrals. These are often passive candidates who cannot be found on job boards (have not posted their resume or qualifications). Our employee referral program offers employees a cash reward for referring their friends and associates for a position for which they are qualified and eventually placed.
- **In-house Resume Database:** TSCTI has an internal resume database of more than 5M pre-screen resources across the US along with over 7000 staff local to the State of OR, which is growing every day as we work proactively on building database after understanding our client's requirements.
- **Local Career Source and Workforce Organizations:** TSCTI has done partnership with the number of career source, workforce organization and employment unions (like local 40), which always help us to place staff at client-site within 24 hours of requirement.
- **Local Employment Posting Papers and Websites:** We understand that many clerical, administrative and industrial candidates review free employment-related websites (e.g. Craigslist) and papers that can be found in local establishments and many support organizations, missions, and restaurants and we post on these sources.
- **Community Colleges:** Much skilled personnel is being trained through local community colleges and trade schools. We find that advertising and working with internal employment offices can be an excellent source of applicants who are looking for employment opportunities
- **Local Job Fairs:** In addition to selected advertising in local media, TSCTI's recruiting/management team sponsors and participates in regular job fairs, hosts recruiting open houses, saturates local markets with recruiting and referral fliers, and works closely with state and local job-assistance agencies to ensure every possible sourcing option is pursued. Additional examples include multi-lingual job postings and diversity-based referral bonus programs.
- **Online Job Boards:** TSCTI uses all the common job boards such as Monster, Career Builder, Indeed.com, and Hot Jobs, as well as specialty job boards for niche or highly skilled positions. Our Career Builder account is cross-indexed with several newspapers throughout the nation so that both print and online advertising is created. With an initiative of placing out-processing military personnel and veterans, TSCTI solicits its services through TurboTap.org, HelmetstoHardhats.org, HireVetsFirst.gov and Military.com, etc.
- **Social Networking Sites:** As social and professional networking sites continue to gain popularity, TSCTI's proactive recruiting strategy maximizes the use of social networking sites such as LinkedIn, Facebook, and Twitter to connect with untapped pools of potential candidates. This medium is also successful in generating referrals.

- **Description of what distinguishes the firm from other firms performing a similar service.**

TSCTI offers the following unique selling propositions to the County that make us distinctive and sets us apart from the competition:

- **Domain Experience:** TSCTI has serviced over 280 public sector agencies, including several Medical/Healthcare clients such as *Clackamas County OR, Pima County Arizona, Somerset County, Middlesex County Improvement Authority, Shelby County, Hawaii Health Systems Corporation, Jackson Health System, Maryland Health Benefits Exchange, Office of Temporary and Disability Assistance, State of Colorado, State of Missouri, State of New York, Kalamazoo Psychiatric Hospital, Grady Hospital, Department of Health Social Services (DHSS) Delaware, State of New Jersey, The College of New Jersey, State of Delaware, State of New Hampshire (Department of Health and Human Services), John Hopkins University, State of Mississippi, University of Massachusetts Medical School, Minnesota Department of Corrections, New Jersey Department of Education, Marie Katzenbach School for the Deaf.* TSCTI's unique, first-hand experience with the similar clients means that County can select us to help leverage county spending and implement more efficient processes.
- **Domain-specific Recruitment:** Unlike many staffing agencies, our recruiting team is comprised of over 200 recruiters with domain-specific experience and knowledge to ensure responsive, high-quality and timely service. By aligning our recruiters with specialization, we leverage their shared experience, networks, and best practices to expand our reach into each specific talent community and build robust talent pipelines.
- **Resource Database:** We have over 5M highly proficient and experienced candidates of various skill level and services in our resume database. Currently, we have approximately 150,000 resumes of candidates meeting the County's requirement and we keep updating our database to meet the client's immediate requirements, it takes us 16-24 business hours to provide 3-4 qualified resumes per position.
- **360-degree workforce solutions:** Our staffing solutions for the public sector environment are founded on longstanding relationships with more than 280 state and local agencies. A broad experience responding to a wide variety of procurements for temporary staff services, with some key lessons learned regarding the structure and planning options. The expanded scope of service lines provides consistent delivery and a more well-rounded understanding of County staffing needs across multiple business categories.
- **Productivity Tools:** We offer an electronic suite of online tools to increase the efficiency of ordering, timekeeping, and reporting processes. With these productivity tools, TSCTI and the County will gain access to analytics that will allow the County and us to determine areas to improve so that the contract run more efficiently and smoothly. We utilize Microsoft CRM for managing Client relationship management, SharePoint based application for project tracking, OfficeClip for Timesheet management, QuickBooks for invoicing, and JobDiva as an Applicant Tracking System.
- **Brand Recognition:** Because of our excellent past performance and D&B rating, TSCTI has greater aided building brand consciousness in the industry than other staffing firms. For the County, this means we can attract and engage talent more effectively than our competitors.
- **Financial Capability:** TSCTI is financially stable and a growing company having annual revenue as \$265M for the year 2019. County staffing needs are backed by a leading staffing provider with a strong balance sheet that can readily support the County's needs today and tomorrow.

As a 23-year veteran in the staffing industry, with immense experience in serving over 280 contracts, trained team consisting of 200+ domain-specific recruiters, proprietary database of over 5M pre-vetted resumes powered by "JobDiva", TSCTI is capable to provide the County with consultants within the specified timeline. It is our hope that you will select TSCTI as County's staffing partner and allow us to demonstrate the value we can bring to the County.

Scope of Work

- **Describe how the County will access the provided services.**

For this contract TSCTI will setup a dedicated account management team, with an Account Manager (AM) heading the communication between TSCTI and the County. The team would comprise of Account Manager (AM), Account Executive (AE), and a Senior Recruiter. The Management team will be present keenly with County to identify the project's needs and to provide best resources for the needs and the County will have continuous communication channels open 24x7 for any requirement.

Our account management team has over 70 years of collective experience handling similar contracts. We have a well-qualified and experienced Recruitment Specialist with more than 10 years of experience in meeting the staffing needs of government agencies. The County contract will be under high priority by Management personnel to ensure successful execution of the contract. We will serve the County with a dedicated Account Manager along with Account Executive which will be available 24x7 round the clock to accept requests for temporary clinical staff personnel via telephone (toll-free), e-mails or through messengers.

Sandeep Singh (Account Manager) is an innovative and resourceful Business Development/Account Manager with strong experience of over 13 years in handling practically all aspects of Temporary Staffing Services related business. Mr. Sandeep Singh having extensive experience in managing similar temporary staff augmentation contracts within the scope as outlined in solicitation. In addition, he has extensive experience in leading all phases of the staffing services life cycle and is particularly adept in facilitating and leading resource need gathering to delivering the right resources within given time line and budget. With his combined management, technical and staffing subject matter expertise, we are confident that he will lead the proposed team in delivering paramount quality services to the County on time and within budget.

Responsibilities:

- Key person for managing County contract.
 - Will ensure & track the all contract requirements.
 - Educate existing/new Account Executive with the County contract requirements.
 - Quarterly meetings with the County to monitor TSCTI contract performance.
 - Will convey TSCTI standing & performance on the contract.
 - Weekly summit with Back Office Staffing Operation & Employee Care Team to give update on TSCTI performance and upcoming activities under the contract.
 - Ensuring Monthly Compliance Reports are being submitted in time to the County and sending weekly dashboard reports to Executive Management.
- **Describe how long it typically takes for a placement to occur starting from the day a request is made to the day the placement starts services.**

As a 23-year veteran in the staffing industry, TSCTI has invested significantly in developing tools, techniques, methodologies and industry alliances enabling its staffing specialists to locate top talent and pull them directly into its proprietary applicant tracking system called, JobDiva. JobDiva's candidate database is TSCTI's foremost candidate source for all new job openings and contains active as well as passive pre-screened applicant pools. JobDiva's search capabilities match the right people to the right jobs, rapidly and reliably. To ensure that the qualified temporary employees are available as per our client's requirements, TSCTI will implement its proven and methodology, processes and tools practiced for over decades, to provide staff with required skills. TSCTI have proven past experience working with similar medical clients and based on our experience with same business sector, we have designed a well-established approach dedicatedly to meet State's staffing and screening requirements to ensure, we are able to attract the best talent available at competitive rates, thus providing highly qualified personnel on time so that State expectations are always met and often, exceeded.

To reduce the turnaround time, we take a proactive approach to recruitment. We build targeted and proactive recruitment plan based on Client's specific staffing needs to build a pipeline of qualified candidates to leverage as staffing needs arise. Generally, TSCTI can fill such positions within 24-hour period, and deliver the resume of a prescreened technical or professional candidate to the State within that same time frame. We can also fulfill same-day orders. TSCTI has been servicing the public sector entities for the last 23 years. We understand the State's interests lie in what is best for your departments. TSCTI leverages its team of specialists located throughout the nation to enhance our capabilities to best support the State's needs. At TSCTI, we build our program to support your unique needs so that the State will experience a partnership based on cooperation and focused on the goals and objectives through a professional, well designed service plan.

Proactive Approach: We work proactively on constructing our database which matches our client needs before the contract is awarded to TSCTI. TSCTI maintains a huge database of pre-vetted consultants. The national database is constantly updated and currently, has over 5M resumes, out of which various candidates are matching to the requirement of the Client. When working proactively, the recruiters spent more time on scrupulously vetting the candidates, instead of spending more time searching for the candidates, when a requirement is received. Consequently, funneling candidates matching the Scope of Work.

Understanding the Client: After securing a contract, TSCTI identifies team and defines responsibilities for each member for a contract. The very first step in this process is the Account Manager who drafts a report about the understanding of the client. This report provides input to the Recruitment Manager about the nature of work. It also details out client's future needs and explains about the location parameters.

Building the Network: Based on the input received from the Account Manager, the recruiting team starts to identify the resources internally and externally to build a database for the client. This work includes making calls to candidates introducing our new client and establishing a relationship with them.

Reactive Approach: The work is initiated as soon as we get the staffing requirement from the client. The staffing requirements are directly entered into our Applicant Tracking Software, JobDiva. The Account Manager analyzes the requirement of our client, based upon the staffing requirements received. After the understanding of the project requirements, SOW, environment, qualification, experience, mandatory and desirable skill set requirement, the Accounts Manager drafts a requisition about the requirement and submits the requirements in JobDiva along with sending it to the Recruitment Manager. The Recruitment Managers assigns this requirement to the dedicated recruitment team for the State. From there, recruitment team sources the candidate using one of the following methods:

- Current Staff
- Employee Referrals
- Internal Resume Database
- Local Career Source and Workforce Organizations
- Local Employment Posting Papers and Websites
- Community Colleges
- Local Job Fairs
- Online Job Boards
- Social Networking Sites

TSCTI's proactive campaigns described above assure that an overwhelming majority of candidates in our proprietary Internal Resource Management (JobDiva) database always consists of the types of candidates our new and existing clients are likely to need. As such, TSCTI's ongoing, proactive recruitment efforts ensure more than just an adequate supply of qualified candidates in our database by the time we receive a client's job order. As our management approach is proactive, we conduct needs assessments to assess the business environment to ensure that all necessary controls are incorporated into the scope. TSCTI analyzes the business needs/requirements in measurable goals; reviews the current operations; and analyzes the costs and benefits, which includes creating a detail overall budget.

Below we have provided an overview of tasks and their associated timeline* for this contract:

Activity involved	Responsible Individual	Time
Client Requisition <ul style="list-style-type: none"> • Analyze the County staff requisition and write a synopsis of the requisition • Submit position description and client requirements in JobDiva tools 	Account Manager	2-4 hour
Identify Consultant <ul style="list-style-type: none"> • Assign to TSCTI team lead through Job Diva tool • Check if there is matching skilled consultant available "on the bench" • Identify existing skill sets and candidates within TSCTI Job Diva database • Share job profile to all consultants by posting it on our website and sending a mailer to approved consultants for referrals • Post job to the external job sites (TSCTI website, Health eCareers, MedicalJobs.org, Monster.com, CareerBuilder.com, HotJobs.com, Yahoo Hot Jobs, Medzilla Dice) 	Recruiting Team	4-8 hour
Pre-Screening & Security Prescreening <ul style="list-style-type: none"> • Execute a comprehensive prescreening that confirms previous experience, motivation, salary, skill level, and potential team-fit. Pre-Screening includes online test and internal tools • Discuss salary requirements and relocation needs with candidates and update in JobDiva • Evaluate attitude and aptitude by discussing team scenarios • Provide TSCTI overview and explain benefits • Review existing clearances • Check references • Conduct basic background checks 	Recruiting Team	2-4 hour
Interview Skill Evaluation <ul style="list-style-type: none"> • Conduct initial assessment of the candidate's qualifications • Conduct detailed interviews based on job requirement Soft Skills Evaluation	SME's	2-4 hour

Evaluate candidate's communication, creativity, analytical thinking, diplomacy, flexibility, change-readiness, problem-solving, leadership, team building, and listening skills		
Evaluation <ul style="list-style-type: none"> Prepare the feedback form to summarize the results of the interview and update Job Diva with qualified consultants Relay interview results to the consultants Check consultant's references 	Recruitment Manager Account Manager	1-2 hour
Consultant presentation and Setting up Client Interview <ul style="list-style-type: none"> Create skill matrix matching required skills with experience of consultants to present consistent skill summary to the State Submit resumes with a Skill summary of the selected consultants and references to the State Discuss interview schedule with the hiring manager for pre-qualified consultants Set face to face or telephone interview depending upon the County requirements 	Recruitment Manager Account Manager	4-6 hour
Final Security Screening <ul style="list-style-type: none"> Conduct criminal, credit and background check including driving record and sexual offender database search Conduct drug check for selected consultants Verification of employment, education, certifications, and licenses 	E-Care Manager	12-24 hour
Offer <ul style="list-style-type: none"> Complete all due diligence before extending an offer to successful consultants Extend the offer Share candidate's decision or initial response with hiring managers Submit Security Forms to the State 	Account Manager	4-6 hour
Joining <ul style="list-style-type: none"> Inform the joining date of the candidate to the State Conduct e-Verification Candidate joins the project on a specified date 	Account Manager	6-8 hour
Ongoing contract activities <ul style="list-style-type: none"> QA/QC (Performance Measurement, Client Feedback) Timesheet + Invoice Termination/Replacement Usage Reports 	Account Manager	15 days
	Finance Manager	As per State request
	Account Manager /Recruitment Manager/E-Care Manager	As per State request
	Account Manager	Quarterly

**Timelines depend on the County screening requirements, the department's responsiveness, and the assignment start date, among other factors.*

• **Describe the firm's resolution policies/process if an assignment experiences a problem.**

TSCTI's Issue Management encompasses the communication processes and response procedures by which we manage a business disruption, as well as the tools, training, and exercises which we use to help and prepare our clients and people for possible disruptions. In the arise of a critical crisis situation our Account Manager will provide a detailed report to the client about the current situations and how we are going to tackle it in order to recover from it. Our Account Manager always keeps updating our client in a timely manner so that our client can be aware on what is happening around.

TSCTI understands that in the process of achieving goals effectively and efficiently we have to deal with client issues. TSCTI has developed effective methods for problem management. We have faced negligible conflicts of ideas with our partners and clients, but this is again resolved effectively by conciliations, negotiations and mediations process. TSCTI has formal written procedures in place,

which record issues, dictate follow-up actions, and record customer responses. The problem resolution process in TSCTI is pro-active. TSCTI's Quality Management System (QMS) documents a defined escalation process for quick and effective complaint resolution. TSCTI has numerous channels through which a customer can express concern or convey issues. The reporting and responding mechanism of TSCTI monitors analyses and acts on such feedbacks. Escalation procedures will come into effect when a given problem is not solved within a scheduled time frame.

Escalation will only be invoked in the event that a mutually satisfactory consensus has not been reached in an agreed-upon time frame. The problem / issue is then escalated to the next level of management with possible options, and a recommendation to the next level in the chain. Some of the levels of escalation depending upon the magnitude of problem, time taken for resolution and type of problem are indicated below:

Type of Problem: Employee issue

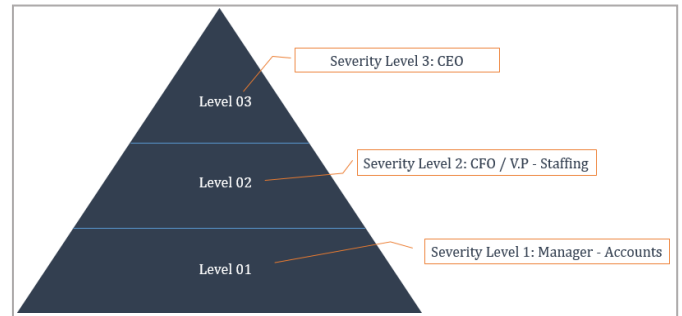
Group: Human Resources

Severity Level 1 (Immediate): HR administrator (for minor admin issues) or Account Manager

Severity Level 2 (1 day if not resolved by Level 1): HR Manager (for other HR issues)

Severity Level 3 (2 days if not resolved by Level 1 or 2): V.P - HR

Severity Level 4 (4 days if not resolved by either of the levels): CEO



Type of Problem: Client Complaint – unsatisfactory performance

Group: Sales / Account Management & H.R

Severity Level 1 (Immediate): Account Manager (for minor admin issues) or Account Manager

Severity Level 2 (1 day if not resolved by Level 1): V.P - Staffing or V.P - H.R (based on nature of problem)

Severity Level 3 (2 days if not resolved by Level 1 or 2): CEO

Type of Problem: Client Complaint with Account Management

Group: Sales / Account Management & H.R

Severity Level 1 (Immediate): Account Manager

Severity Level 2 (1 day if not resolved by Level 1): V.P - Staffing

Severity Level 3 (2 days if not resolved by Level 1 or 2): CEO

Type of Problem: Client Complaint - Quality of Resumes

Group: Sales / Account Management

Severity Level 1 (Immediate): V.P - Staffing

Severity Level 2 (1 day if not resolved by Level 1): CEO

Type of Problem: TSCTI Non- performance in the Account

Group: Sales / Account Management

Severity Level 1 (Immediate): V.P - Staffing

Severity Level 2 (1 day if not resolved by Level 1): CEO

Type of Problem: Finance / Accounts issue

Group: Accounts & Finance

Severity Level 1 (Immediate): Manager - Accounts

Severity Level 2 (1 day if not resolved by Level 1): CFO / V.P - Staffing

Severity Level 3 (2 days if not resolved by Level 1 or 2): CEO

Type of Problem: Legal

Group: CFO

Severity Level 1 (Immediate): CEO

Type of Problem: Administrative issue (relocation, housing etc.)

Group: Administration & HR

Severity Level 1 (Immediate): Administrative Asst.

Severity Level 2 (1 day if not resolved by Level 1): Office Manager

Severity Level 3 (2 days if not resolved by Level 1 or 2): CFO

• **Describe how the firm conducts criminal background and drug screening checks.**

TSCTI works with clients to establish business rules and customize the background check process that meets our Client's requirements. Once a candidate is being selected by the Client, an independent third-party agency performs a background check on the selected candidates. The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in our Background Check Policy. We notify the Client in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the Client's project. TSCTI's partner with ***Sterling Talent Solutions, HireRight, CareerBuilder Employment Screening, and Quest Diagnostics*** to perform a variety of background checks at a local, county, and state level, including:

Screening	Assessment Method
Employment Reference Checks	<p>The first Point of Contact is always the HR of the previous employer and many more questions. If the HR does not respond to two email follow-ups (roughly 3 days), TSCTI contacts the Reporting Manager (RM) if available.</p> <p>On receipt of mail confirmation, the TSCTI will validate the output with the following</p> <ul style="list-style-type: none"> • Name & Employee ID • Designation & Tenure • Exit formalities are completed or not • Whether the Candidate is eligible to re-hire or not and many more <p>After validating the output, the TSCTI will update the same to the client</p>
Drug/Alcohol Screening	<p>Our candidates are subjected to compulsory 10 Panel pre-employment drug screening. Following are the important steps followed in this regard:</p> <ul style="list-style-type: none"> • The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in the Drug Policy. • The drug screening consists of the collection of a urine sample from the candidate under the supervision of a clinical laboratory technician. • Each urine sample is analyzed for the presence of banned drugs by an independent laboratory contracted by TSCTI to provide such services. • An independent laboratory meeting County requirement for collection, security, screening and transportation, storage and analysis and certified by the College of American Pathologists, Athletic Drug Testing (CAP-ADT) will test the samples. • The laboratory reports all test results to TSCTI. • TSCTI reviews the results to determine which, if any, of the screenings are considered positive as reported by the independent laboratory. • A positive result is defined as a urine sample revealing the presence of one or more of the banned drugs or metabolites. • TSCTI notifies the client in writing regarding the result of the drug screening conducted for a candidate. <p>In addition, we may conduct drug screening during the employment term of temporary staff.</p>
Local Record Check	<p>TSCTI representative make a visit to the police station whose jurisdiction covers the current address in the last seven years of the applicant to confirm whether the applicant's name figures adversely for any of the reason mentioned above in the police records. TSCTI also gets the records maintained by the Department of Justice (DOJ) pertaining to the identity and criminal history of the consultant.</p>
State Criminal Record Check	<p>TSCTI representative search in the world check website to confirm whether the applicant's name figures adversely from more than 250 database checks like money launderers, fraudsters, terrorists and sanctioned entities, plus individuals and businesses from over a dozen other categories.</p>
FBI Fingerprint Check	<p>We conduct national criminal fingerprint background investigations for foster care professionals and adoptive parents, relatives, birth parents and adult household members for private child placing agencies and local departments of social services.</p>
Sex Offender Registry	<p>TSCTI uses Sex Offender and Crimes Against Minors Registry including the Public Notification Database, is based on the State's General Assembly's decision to facilitate access to publicly-available information about persons convicted of specified violent and sexual offenses.</p>
E-Verify – Right to Work, SSN	<p>TSCTI utilize E-Verify which is an Internet-based system that compares information from our Form I-9, Employment Eligibility Verification, to U.S. Department of Homeland Security (DHS) and Social Security Administration (SSA) records to confirm that the candidate is authorized to</p>

	work in the United States. Once the candidate accepts an offer of employment and complete Form I-9, TSCTI takes the information from Form I-9 and enters it into E-Verify. E-Verify compares the information against records available to DHS and provides the employer with a case result within 3 to 5 seconds.
Child Protective Services Check	We search of another state's records of reported child abuse and neglect cases that identifies people who have been found to have abused or neglected a child. These searches are requested on individuals as part of the process of a home being verified or approved for foster care or adoption. Additional checks that we do for the child protective services, if applicable: <ul style="list-style-type: none"> • Adult Protective Services (APS). • Child Care Licensing (CCL).
DMV Check	TSCTI has specific methods to monitor driving records and abstracts through motor vehicle check which comes under Background Check test of candidate. We also have tie up with various third-party vendors to cross verify employee driving abstracts and records. Moreover, in our driving records, we use to check whether the candidate have any accidental record or not.
Physical Examination	TSCTI perform physical examination and Screen for diseases, assess risk of future medical problems; encourage a healthy lifestyle; update vaccinations and maintain a relationship with a health care provider in case of an illness.
Verification of Degree /Certification/License	TSCTI will first try to reach out to the college wherefrom the candidate has completed the course. The request for confirming the educational details of candidates shall be raised in four modes. Personal Visit to Educational Institutions, Courier, Email or Fax. On receipt of BGV form, the TSCTI will initiate verification request to the educational institution with the below-mentioned details, Name of the candidate, roll number, Year of complete education, Stream of study, Name & Designation of the person providing confirmation

- **Does the firm provide references for referred medical staff candidates?**

Yes, TSCTI provides references for referred medical staff candidates. TSCTI has a streamlined process in which TSCTI hiring authority's always ask the candidate to provide minimum 2 references which should include Name, Designation & Department, Organization name with address, contact details of the reference. Then our hiring authority's cross check the candidate references before hiring them. Through reference checks, hiring authorities are able to:

- Check for any prior discipline problems.
- Learn new information about a candidate.
- Ask questions that may predict a candidate's performance, integrity.

- **Does the firm check medical staff candidates for Medicaid fraud?**

Yes, TSCTI checks medical staff candidates for Medicaid Fraud. TSCTI utilizes screening tool for providing insight into a healthcare professional's medical background, searching government sources for any penalties, suspensions, or punitive or disciplinary actions taken against a healthcare professional. TSCTI check ensures that the candidates are in good standing and not excluded from participating in any federal healthcare program. These checks help in maintaining eligibility for Medicare, Medicaid, and other federal programs and also reducing risks to client patients, client staff, and client organization's reputation.

- **Describe how the firm will keep in communication with the County during placements.**

TSCTI Communication Plan

TSCTI (Account Manager) AM ensures constant communication with the County through all phases of the tasks orders being executed, from understanding requirements, preparing proposals, all the way to program execution. Having the customer on-board with us every step builds good teaming, and helps identify any risk concerns or program constraints. TSCTI will communicate with the County in an effective, continuous, clear, and accurate manner to identify, recognize, react to, report, escalate, if needed and resolve the issues. Our AM will provide to the CO/COTR, detailed Contract and Status Reports, as well as, Issue Logs on a weekly basis.

Communications Matrix:

Communication Type	Objective of Communication	Medium	Frequency	Audience	Owner	Deliverable
Kickoff Meeting	Introduce the project team to the County team. Review project objectives,	Face to Face	Once	Project Team Stakeholders	Account Manager	Agenda Meeting Minutes Transition Plan

	transition and management approach.						
Monthly Project Status Meetings	Report on the status of the project to management.	Telephonic	Monthly	PMO	Account Manager	Project Report	Status
Project Status Reports	Report the status of the project including activities, progress, costs and issues.	Email	Monthly	Project Sponsor Project Team Stakeholders PMO	Account Manager	Project Report	Status

• **Describe how the firm will bill the County (method, frequency, etc.).**

TSCTI utilizes QuickBooks Premier accounting software to record financial transactions and QuickBooks Time and Expense to collect and record time and attendance information. The accounting and timekeeping system "Office Clip" which identifies labor hours' / costs charged as either direct or indirect for each work. The timesheet information is automatically imported into the QuickBooks Premier Accounting System. The QuickBooks Accounting System allows project-based accounting which includes segregation of costs by project and indirect pool. Through the use of the QuickBooks Accounting System, contracts are assigned an individual project code where direct costs are accumulated. Indirect costs are identified and then allocated to the appropriate cost pool. Indirect costs are then distributed to final cost objectives based upon the procedures approved by the DCAA. The accounting system allows for monthly project status reports being provided to the account manager to effectively manage their contract/(s). Timekeeping system groups Project Tasks as Resources to implement controls that ensure the resources charge to only those projects for which they are assigned. In addition, TSCTI delineates direct labor charges from overhead and Paid Time Off.

Invoicing: We comprehend that timely payment to the staff is a very important factor for our employee's satisfaction. TSCTI has never missed out on the decided dates or time frames to make payment to our valuable employees and all the TSCTI employees are aware of these arrangements. TSCTI utilizes the integration provided via Impression to download approved timesheet data into our Microsoft Dynamics financial system. The timesheet detail is segregated by Agency, Purchase Order number, Line Item, and resource; this allows us to generate an invoice with as much detail and summarization as specified by each client for each Purchase Order. These invoices can be emailed directly to any specified client representative. We generate payroll twice in a month and the payment to our staff is made every 15 days. The payment for the first fifteen days is paid on the 15th day of the month and payment for the second fifteen days of is paid on the 30th/31st day of the month. The payment is made through automatic transfer to the employee's account, details of which are taken at the time of hiring. The amount is calculated based upon the timesheet sent to the company duly signed by the manager at the client side.

Office Clip Timesheet includes
Automated approval workflow and email notifications.
Configurable abilities to create new work authorizations.
Appropriate access to work orders through grouping and project definitions.
Audit logs and custom reports for employee and approved activity.
Prior period corrections with required approval in the current period.
Multiple hierarchical levels of approval.
Effective procedures for labor cost accounting (cost accounting standards, contract terms).

The steps involved in generating invoices are described as under:

- Invoices for services rendered are submitted bi-weekly for every month in which the services have been provided.
- The invoice includes, at the minimum, complete details like; Project Title; Invoice number; Start and End dates of the Project; Hours billed; Each Position Title; Period covered and Invoice total.
- TSCTI will attach documents to the detailed invoice. The details are; a weekly signed copy of the timesheet, after hours' approval form, Tour approval form, Expenses statement, scanned copies of all receipts, Proof of distance traveled (miles) with a printout from mapquest.com between destinations traveled.
- Invoices are submitted to the address specified within the purchase order received from the County.
- An annual summary of billing will also be provided if requested to the County.
- If required, TSCTI can raise the invoice on the County's Invoice Voucher.
- A final invoice is raised at the conclusion of the project.

Two Types of Invoices are generated

- One Consolidated Invoice containing a consolidated summary of all consultants indicating the number of hours worked by each of the consultant, discount, after hours worked, expenses etc. in the case of multiple consultants working on Work Order.
- One Detailed Invoice for each of the consultant indicating the number of hours worked by the consultant, discount, after hours worked, expenses etc.

- Each expense and/or disbursement is specifically identified on the invoice.
- Payment is expected to be made within the agreed time after the invoice is submitted to the County.

Because our accounting system is DCAA approved and we use standardized processes built on the latest technology, our invoice issue rate is less than 0.01%. Still, TSCTI has a well-defined methodology to handle invoice issues and provide timely resolution. We understand that there may be overpayment or underpayments due to incorrect invoice or any other reason, such as the County is not in agreement with the invoice submitted by TSCTI. For realized overpayments, we credit the difference amount to a government account within 10 days. If the County and TSCTI is in disagreement over the invoice or payment made, we follow County rules and regulations for invoice issue resolution.

Payroll Schedule

TSCTI follows a bi-weekly pay schedule in which employees receive a check weekly or every two weeks. Frequency of Timecard Approval would be a matter of agreement between TSCTI and the County.

Fees

Provide your hourly rate fee schedule for the proposed medical professionals. If there are differential rates for things like experience or holiday or weekend shifts, the fee schedule must include all potential hourly rates. The hourly rates must be inclusive of all employee and agency fees.

TSCTI Reply:

Job Title	Hourly Rate	Overtime Rate	Holiday/Weekend Rate
Oregon licensed registered nurses (RN or BSN)	\$ 45.50	\$ 63.00	\$ 45.50
ED Nurse	\$ 45.50	\$ 63.00	\$ 45.50
Oregon Licensed Practical Nurses (LPN)	\$ 35.10	\$ 48.60	\$ 35.10
Certified Medical Assistants (CMA)	\$ 22.10	\$ 30.60	\$ 22.10

References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied

TSCTI Response:

Reference #1 – Long-term client

Name: State of Michigan
 Address: 14061 Lappin St, Detroit, MI 48205, United States
 Email: WalterS6@michigan.gov
 Phone number: 517-256-4237
 Contact Person: Sarah Walter

Reference #2 – Newly engaged

Name: Pima County, Arizona
 Address: 150 West Congress, 5th Floor Tucson, Arizona 85701
 Email: Vanessa.Mendoza@pima.gov
 Phone number: (520) 724-8164
 Contact Person: Vanessa Mendoza

Reference #3

Name: United Medical Center, Washington, DC:
 Address: 1310 Southern Ave., SE, Ste. 230 Washington, DC 20032
 Email: hbrown@united-medicalcenter.com

Phone number: (202) 574-6617 (office); (202) 574-7067 (fax)

Contact Person: Herlinda A. Brown (Lynn), Resource Coordinator Patient Care Services, NFPHC

Completed Proposal Certification

PROPOSAL CERTIFICATION
Temporary Medical Staffing Services

Submitted by: 22nd Century Technologies, Inc. State of New Jersey
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State New Jersey

Oregon Business Registry Number 113926893

Contractor's Authorized Representative:

Signature:  Date: 10/09/2020
 Name: Kulpreet Singh Title: Business Development Manager
 Firm: 22nd Century Technologies, Inc.
 Address: 220 Davidson Avenue, Suite 118
 City/State/Zip: Somerset, NJ 08873 Phone: 888-998-7284
 e-mail: sledproposals@tscti.com Fax: 732-537-0888

Contract Manager:

Name: Sandeep Singh Title: Account Manager
 Phone number: 703-286-7655
 Email Address: sandeeps@tscti.com

3609 22nd Century Technologies Inc - FINAL

Final Audit Report

2020-12-28

Created:	2020-12-22
By:	GEORGE MARLTON (GMarlton@co.clackamas.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4mEiFW74vq0nIZ31owSNrNws0T3Aj


"3609 22nd Century Technologies Inc - FINAL" History

 Document created by GEORGE MARLTON (GMarlton@co.clackamas.or.us)


2020-12-22 - 1:33:53 AM GMT- IP address: 73.11.107.26

 Document emailed to Sandeep Singh (sandeeps@tscti.com) for signature

2020-12-22 - 1:37:27 AM GMT

 Email viewed by Sandeep Singh (sandeeps@tscti.com)

2020-12-28 - 3:42:20 PM GMT- IP address: 38.127.128.201

 Document e-signed by Sandeep Singh (sandeeps@tscti.com)

Signature Date: 2020-12-28 - 3:46:26 PM GMT - Time Source: server- IP address: 38.127.128.201

 Agreement completed.

2020-12-28 - 3:46:26 PM GMT

December 28, 2020

Gary Schmidt
County Administrator
Clackamas County

Dear Mr. Schmidt:

Approval for Amendment #2 to the Intergovernmental Agreement with
Clackamas County Fire District #1 for Medical Direction

Purpose/Outcomes	This Amendment extends the term of the Agreement through December 31, 2021 and increases the value.
Dollar Amount and Fiscal Impact	Amendment #02 adds \$72,000. to the value bringing the Maximum contract value to \$79,350.
Funding Source	Emergency Medical Services Coordination – No General Funds are used.
Duration	Effective January 1, 2021 and terminates on December 31, 2021
Previous Board Action	Board last review and approved this on May 5, 2020 – Agenda item 051420-A3
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has review and approved this document on December 22, 2020 - KR
Procurement Review	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Director , 503-742-5956
Contract No.	9690-02

Background

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #02 to the Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction. This Agreement provides the basis for a cooperative working relationship with Clackamas County Fire District #1 for Medical Direction such as, developing a program to ensure they meet the state requirements and to establish performance standards. This agreement will ensure that Clackamas County Fire District #1 first responders meet requirements and protocols for the provision of EMS care. Clackamas Fire District #1 Board approved Amendment #02 on December 21, 2020.

Amendment #02 extends the term of the Agreement through December 31, 2021 and increases the value by \$72,000. Bringing the maximum contract value to \$79,350. This agreement is effective January 1, 2021 and expires on December 31, 2021.

Page 2 Staff Report
December 28, 2020
Agreement #9690-02

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

 *Richard A. Swift, H3S Deputy / for*

Richard Swift, Director
Health, Housing, and Human Services

County Administrator Approval

Approval	Deny
	

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9690	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	Program Contact: Mason, Philip	<input checked="" type="checkbox"/> Amend # 2 \$ \$72,000.00
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Friday, December 28, 1990

CONTRACT WITH: Clackamas County Fire District #1

CONTRACT AMOUNT: \$79,350.00

TYPE OF CONTRACT

- | | |
|-----------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|-----------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input checked="" type="checkbox"/> Other 1/1/2021 - 12/31/2021 | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Tuesday, December 22, 2020

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Public Health**

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas County Fire District #1 _____

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE: 12/28/1990** _____

PURPOSE OF

CONTRACT/AGREEMENT: Clackamas County Fire District is contracting with County for EMS Medicaical Direction.

Amendment #2 extends the term through 12/31/21 and increases the the monthly pyment to \$6,000 per month brining the totla contract maximum to \$79,350.00

H3S CONTRACT NUMBER: 9690 _____

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9690 Board Agenda Number _____
and Date _____

Division Public Health Division Amendment No. 02

Contractor CLACKAMAS COUNTY FIRE DIST #1

Amendment Requested By Philip Mason-Joyner

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

Amendment #2 extends the term through 12/31/21 and increases the monthly payment to \$6,000 per month bringing the total contract maximum to \$79,350. This Amendment is effective **January 1, 2021** and continues through **December 31, 2021**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: Terms – 1. and 3.

1. **Term.** This Agreement shall be effective June 1, 2020, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or ***December 31, 2020***, whichever is sooner.
3. **Consideration.** The Agency agrees to pay County a sum not to exceed ***Seven thousand- three hundred-fifty dollars (\$7,350)*** for accomplishing the Work required by this Agreement.

TO READ: Terms – 1. and 3.

1. **Term.** This Agreement shall be effective January 1, 2021, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or ***December 31, 2021***, whichever is sooner.
3. **Consideration.** The Agency agrees to pay County a sum not to exceed ***Seventy-nine thousand- three hundred-fifty dollars (\$79,350.00)*** for accomplishing the Work required by this Agreement.

AMEND: Exhibit A. Section III.A

- A. Agency will pay to County an amount not to exceed ***\$7,350***. for services described in Exhibit A. Payments shall be requested and made as follows:

Monthly payments of ***\$1,050*** will be requested by invoice from County.

TO READ: Exhibit A. Section III.A

- A. Agency will pay to County an amount not to exceed ***\$79,350***. for services described in Exhibit A. Payments shall be requested and made as follows:

Monthly payments of ***\$6,000*** will be requested by invoice from County.

Clackamas Fire District #1

Intergovernmental Agreement #9690 – Amendment #02

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

CLACKAMAS COUNTY FIRE DIST #1

By: 
Fred Charlton, Fire Chief

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

12-28-2020
Date
11300 SE Fuller Rd.
Street Address
Milwaukie, OR 97222
City/State/Zip
(503) 747-2777 / 1
Phone / Fax

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date