



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Providence Health & Services – Oregon to provide
Medical Screening Services

Purpose/Outcomes	Execution of the contract between Clackamas County, Department of Human Resources (Risk & Safety Division) and Providence Health & Services Oregon
Dollar Amount and Fiscal Impact	Total Contract value not to exceed \$500,000. Contractor will bill as time and materials per contracted rates.
Funding Source	Services billed directly to departments
Duration	From Contract execution through October 31, 2025.
Previous Board Action	None
Strategic Plan Alignment	Effectively managing our risks to preserve the assets of the organization from predictable and accidental loss, most closely aligns with the strategic goal of building public trust through good government
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 11-4-2021 ARN
Contact Person	Eric Machado, Risk Manager, 503-655-8576
Contract #	4811

Background:

The County's existing medical services contract has expired. Clackamas County uses a medical provider to perform medical screening to ensure employees are able to meet pre-employment job classification standards as well as any on-going services that may be required by occupational and health safety rules. Professional services include but are not limited to: job analysis, physical capacity testing, pre-placement exams, drug testing and occupational health monitoring. Clackamas County's Risk and Safety Division has identified Providence as the medical vendor that would best fit the County's current needs.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on August 26, 2021. Proposals were opened on September 27, 2021. The County received two (2) proposals, from: Occupational health Centers, dba Concertra Health Centers, and Providence Health and Services – Oregon. The evaluation committee consisted of six (6) County employees from various departments that would use this service. . The evaluation committee recommended that Providence Health and Services - Oregon be awarded the Contract. A notice of intent to award was published on October 19, 2021 and no protests were received.

Recommendation:

Staff respectfully recommends that the board approve and execute the Contract with Providence Health and Services – Oregon for Medical Screening Services.

Sincerely,

Evelyn Minor-Lawrence, IPMA-CP	Digitally signed by Evelyn Minor-Lawrence, IPMA-CP Date: 2021.11.09 12:56:40 -08'00'
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Evelyn Minor-Lawrence, Director

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4811**

This Personal Services Contract (this “Contract”) is entered into between **Providence Health & Services - Oregon** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

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 October 31, 2025. This Contract may be renewed for one (1) additional one-year term at the written approval of both parties.
- 2. Scope of Work.** Contractor shall provide on-call medical screening services (“Work”), further described in RFP 2021-65 Medical Screening Services, attached hereto as **Exhibit A** and incorporated by reference.

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.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

- 3. Consideration.** In consideration for Contractor performing the Work, the County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$100,000.00 per Contract year, for a total amount not to exceed **\$500,000.00** over the life of this Contract, including the optional one-year renewal. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit C**, Contractors Proposal. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and Exhibit B.
- 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 be provided to the County Representative as noted on each individual 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, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and County Contacts.

Contractor Administrator: Aimee Tinkle Phone: 971-369-0823 Email: aimee.tinkle@providence.org	County Administrator: Eric Machado Phone: 503-655-8576 Email: emachado@clackamas.us
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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 – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<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.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input checked="" type="checkbox"/> Required – 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.

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, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 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; (B) by either party for convenience upon thirty (30) days written notice to the non-terminating party; (C) by County at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (D) 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. 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.

30. 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>.

31. 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.

SIGNATURE PAGE FOLLOWS

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

Providence Health & Services - Oregon

Clackamas County

Aimee L Tinkle Digitally signed by Aimee L Tinkle
Date: 2021.11.04 09:59:21 -07'00' 11/04/2021

Authorized Signature Date

Aimee Tinkle, Sr Manager

Name / Title (Printed)

037230-12 DNP / Oregon
Oregon Business Registry #

Chair

Recording Secretary Date

Approved as to Form:

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.11.04 13:15:24 -07'00'

County Counsel Date

EXHIBIT A
RFP 2021-65 MEDICAL SCREENING SERVICES
ISSUED: August 26, 2021



REQUEST FOR PROPOSALS #2021-65

FOR

MEDICAL SCREENING SERVICES

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner

Gary Schmidt
County Administrator

Kim Randall
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: September 27, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	August 26, 2021
Protest of Specifications Deadline.....	September 2, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	September 16, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	September 27, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	November 2021

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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, September 27, 2021** (“Closing”), to provide Medical Screening Services. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-000000605.

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 OregonBuys. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Kim Randall, 503-742-5443 or email preferred at krandall@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, Veteran 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 OregonBuys 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 OregonBuys. 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 seven (7) 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 Medical Screening Services.

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

Clackamas County uses a medical provider to perform medical screening to ensure employees are able to meet pre-employment job classification standards as well as any on-going services that may be required by occupational and health safety rules.

3.3. SCOPE OF WORK

INTRODUCTION:

The Clackamas County Human Resources department is requesting proposals from qualified, independent, and objective Contractors to provide professional occupational health services.

PURPOSE AND OBJECTIVE:

The purpose of this RFP is to obtain: professional and cost proposals covering professional occupational health services, which include but are not limited to: job analyses, functional capacity evaluations, pre-placement examinations and occupational health monitoring from qualified, independent occupational medical provider firms.

Clackamas County requires pre-placement examinations in positions with physical demands and drug screens for selected candidates.

Therefore, Clackamas County's objective is to select one or more occupational medical firm(s) qualified to provide the services listed below.

MEDICAL:

The Contractor will complete a comprehensive medical history assessment for a variety of job candidates in a variety of positions throughout the County to include complete physical examination and physical capacity testing by a physician and/or occupational therapist with emphasis on the neurological and orthopedic problems that might interfere with performing the essential job functions. Types of assessments include:

Job Analyses

- Identify and document job tasks and physical demands
- Develop tests to measure applicant(s) ability to complete job tasks and physical demands
- Validate tests
- Implement tests

Pre-placement exams, to include:

- Vital signs, height, weight, vision and body systems with emphasis on neuromuscular and orthopedic systems
- Comprehensive medical history review
- Audiometry (Hearing) exams

Functional capacity evaluations, to include:

- Heavy Physical demands capacity testing
- Light Physical demands capacity testing
- Return to work or Fit for duty exam

DOT (Dept. of Transportation), to include:

- Physical exam
- Drug analysis screening with chain of evidence procedures in positions where Clackamas County policy allows (pre and post-employment) (DOT and non-DOT)
- Medical review services for positive DOT drug analysis screening

Non-Dot Drug and Alcohol Testing to include:

- Drug and analysis screening with chain of evidence procedures (Non-DOT test – all inclusive, includes collections/lab test/MRO)
- Medical review service for positive non-DOT drug analysis screening
- Breathe Alcohol Analysis screening with chain of evidence procedures

NIOSH approved respiratory testing:

- Respirator Physical
- Pulmonary function test
- Spirometry test

Additional Services (as requested):

- Hepatitis A Vaccination Series
- Hepatitis B Vaccination Series
- Hepatitis C Vaccination Series
- Tetanus Vaccine TDAP – includes administration
- Tuberculosis Skin Test (PPD)
- Blood draw lab test
- Chest X-Ray
- Physician Consult
- TB test review/X-Ray order by MD
- Other testing that may be relevant to position not listed above but may be included on the Contractor's pricelist
- On-site services as needed

Complete physical examinations and physical capacity testing must be performed by licensed medical physicians and/or an occupational therapist familiar with the unique physical demands of the position.

REPORTS:

Following the assessment(s), the results and recommendations are provided, usually within twenty-four to forty-eight (24- 48) hours verbally and a written assessment within five (5) successive business days.

Written reports must be provided to the department evaluating the suitability of the applicant or employee for the job based upon an analysis of all available data, test and interview results. The final written reports must include any reservations that the physician(s) might have regarding the validity or reliability of the results.

CONTRACTOR RESPONSIBILITIES:

The Contractor must be able to:

- 1) Meet the medical and physical assessment testing requirements needs of Clackamas County.
- 2) Have multi-appointments for multi-candidates for multi-tests without subcontracting to multiple service providers with the exception of drug analysis screening;
- 3) Schedule with reasonable time notification and in some cases provide their services almost immediately;
- 4) Must have qualified and medically certified personnel conducting the medical testing; and,
- 5) Must be able to provide the necessary report(s), either written and/or verbal based on the County's timelines
- 6) Must meet all applicable Federal, State and Local laws & regulations, including HIPPA and the Americans with Disabilities Act (ADA) and shall successfully defend the results when challenged.
- 7) All written reports become property of Clackamas County.

DEPARTMENT RESPONSIBILITIES:

The County will notify the applicant or employee verbally and/or in writing of the requirement to take a medical examination(s) and/or physical capacity evaluation and will give the Contractor's name, address, telephone number so the candidate can call for their appointment based on their schedule and the timeline established by the County. The County will also provide to the Contractor any information that is needed to assist in the conducting of the test(s).

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **10/31/2025**, with the option for one (1) additional one-year renewal thereafter subject to the mutual agreement of the parties.

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 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- 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.
- Professional 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 damages caused by error, omission or negligent acts.
- Medical Professional Liability (\$1/\$3M)
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 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

**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	0-30
Scope of Work	0-35
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 must be 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.

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 **30 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

Complete physical examination by a physician with emphasis on the neurological and orthopedic problems that might interfere with performing the essential job functions of the position for which they are being hired.

Place a check (✓) in front of those items that you can provide.

_____ Job Analyses

_____ Pre-placement exams (comprehensive medical history assessment must be included)

_____ Functional capacities testing

_____ Return-to-work exams

_____ DOT (Dept. of Transportation)

_____ Fit for duty exams

_____ Non-DOT_Drug Analysis Screening with chain of evidence procedures

_____ Breathe Alcohol Analysis Screening with chain of evidence procedures

_____ Examination by Physician with emphasis on neuromuscular and orthopedic systems

_____ NIOSH approved respiratory testing

_____ Complete physical examinations must be performed by licensed medical physicians familiar with the unique physical demands of the positions being evaluated (comprehensive medical history assessment must be included)

_____ Electronic/written reports as specified in section 3.3 (*please provide examples*)

_____Any addition services as specified in section 3.3 (*please explain*)

5.4. Fees

Complete **Attachment #1 Fee Schedule** for each service that you provide and the associated rate. If you do not offer the service, leave blank. For each Contract Year the fees shall be fixed. By September 1st of each Contract year, the Contractor may request an increase in the fees (for the next Contract year) in an amount not to exceed the increase in the Consumer Price Index, West Region (CPI-U) or a maximum of four percent (4%). Any such increase shall only be approved through an Amendment to the Contract.

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
RFP #2021-65

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

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

ATTACHMENT #1 FEE SCHEDULE
(Please complete and return)

SERVICES	Service Offered (X if Yes)	FEE(S)
Job Analyses/Physical Capacity Test Creations:		\$ -
Identify and document job tasks and physical demands		\$ -
Develop tests to measure		\$ -
Validate tests		\$ -
Implement tests		\$ -
Pre-Placement Exams to include:		\$ -
Vital signs, height, weight, vision (Snellen) and body systems with emphasis on neuromuscular and orthopedic systems		\$ -
Comprehensive medical history review		\$ -
Audiometry (hearing) exams		\$ -
Functional Capacity Evaluations to include:		\$ -
Heavy physical demands capacity testing		\$ -
Light physical demands capacity testing		\$ -
Return to work for "fit for duty" exams		\$ -
DOT (Dept. of Transportation) to include:		\$ -
Physical exam per DOT regulations		\$ -
Drug analysis screening with chain of evidence procedures (DOT Test - all inconclusive (includes collection/lab test/MRO)		\$ -
Medical review services for positive DOT drug analysis screening		\$ -
Breath alcohol analysis screening w/chain of evidence procedures		\$ -
DOT qualification - this is a reduced fee if adding DOT medical certification to a pre-placement medical exam		\$ -
NON-DOT Drug and Alcohol to include:		\$ -
Drug analysis screening with chain of evidence prodecures (Non-DOT Test - all inconclusive (includes collection/lab test only)		\$ -
Medical review services for positive non-DOT drug analysis screening		\$ -
Breath alcohol analysis screening with chain of evidence procedures		\$ -
Non-DOT UDS observation fee		\$ -
NIOSH Approved Respiratory Testing:		\$ -
Respirator physical (includes respirator questionnaire)		\$ -
Pulmonary function test (spirometry)		\$ -
Respirator questionniare processing (if mailed in)		\$ -
Respirator fit testing (examinee supplies the mask)		\$ -
Respirator qualification - this should be a reduced fee if adding respirator clearance to a medical exam		\$ -
DPSST F2T Exams to include:		\$ -
Vital signs, height, weight, vision (Snellen) and body systems with emphasis on neuromuscular and orthopedic systems		\$ -
Audiogram		\$ -
Ishihara color test		\$ -
Titmus vision test		\$ -
Additional Services (as needed/requested):		\$ -

SERVICES	Service Offered (X if Yes)	FEE(S)
Vaccination Assessments		\$ -
Hepatitis A vaccination series (2 shot series)		\$ -
Blood draw and lab test for Hepatitis A		\$ -
Hepatitis B vaccination series (3 shot series)		\$ -
Blood draw and lab test for Hepatitis B		\$ -
Hepatitis C Blood draw and lab test		\$ -
Hepatitis A/B Vaccine HEPA-HEPB Adult IM		\$ -
Tetanus vaccine TDAP - includes administration		\$ -
Tuberculosis skin test (PPD)		\$ -
TB test review/X-Ray order by MD		\$ -
Chest X-Ray		\$ -
Blood Lead w/ZPP		\$ -
Asbestos exam		\$ -
B-Reader		\$ -
Maritime exam		\$ -
Flu - Annually		\$ -
MMR - if born 1957 or later		\$ -
Measles/Mumps/Rubella Virus Live SubQ		\$ -
Rubeola Antibody		\$ -
Rubella Antibody		\$ -
Mumps Antibody		\$ -
Varicella Virus Vaccine Live SubQ		\$ -
Varicella Zoster Antibody		\$ -
Tdap - Booster every 10 years		\$ -
Tdap vaccine		\$ -
Venipuncture		\$ -
Quantiferon Gold		\$ -
Physician Lab Review		\$ -
Physician Consult		\$ -
On-Site Services - Professional Fees - MD onsite per hour		\$ -
On-Site Services - Professional Fee - NP onsite per hour		\$ -
On-Site Services - Professional Fee - RN onsite per hour		\$ -
On-Site Services - Professional Fee - MA onsite per hour		\$ -
On-Site Each Additional Hour		\$ -
Other charges that may apply:		
Record review brief		\$ -
Record review extended		\$ -
Exam follow-up brief		\$ -
No show fee		\$ -

Exhibit B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **Providence Health & Services - Oregon**, 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/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.

Aimee L Tinkle Digitally signed by Aimee L Tinkle
Date: 2021.11.04 10:00:13 -07'00'

Signature of Contractor's Authorized Official

Aimee Tinkle, Sr Manager

Name and Title of Contractor's Authorized Official

11/04/2021

Date

**EXHIBIT C
CONTRACTOR'S PROPOSAL**



REQUEST FOR PROPOSAL

**Clackamas County
RFP #2021-65
Medical Screening Services**

**Providence Health & Services – Oregon
Providence Medical Group
DBA Providence Occupational Medicine**

September 24, 2021



September 24, 2021

Kim Randall
Clackamas County, Contract Analyst
Email: procurement@clackamas.us

Dear Ms. Randall:

Providence Health & Services Oregon, Providence Medical Group DBA Providence Occupational Medicine is pleased to respond to RFP #2021-65 Medical Screening Services.

We are an experienced, full service Occupational Medicine program successfully serving employers in Oregon for over 30 years. We agree that the services requested by Clackamas County are very important in maintaining a healthy and productive workforce and we would be pleased to continue our partnership with the County. We understand the scope and are able to provide all of the services discussed in the RFP.

The following people able to negotiate in the contracting process:

Aimee Tinkle, Clinic Manager
(Legal Representative for contractual matters)
Providence Health & Services
4400 NE Halsey St, Bldg. 2 4th Floor
Portland, OR 97213
Phone: 971-369-0823
Email: Aimee.Tinkle@providence.org

Laura Cook, Account Manager Occupational Medicine
Providence Workplace Health Services
4400 NE Halsey St, Bldg. 1 Suite 245
Portland, OR 97213
Phone: 503-215-4854 Fax: 971-712-2184
Email: Laura.Cook@providence.org

Thank you for this opportunity to share information with you about Providence Occupational Medicine.

Sincerely,

Aimee L Tinkle

Aimee L. Tinkle, Senior Manager Occupational Medicine

Laura Cook

Laura Cook, Account Manager, Occupational Medicine

PROPOSAL CERTIFICATION
RFP #2021-65

Submitted by: Providence Health & Services Oregon /Providence Medical Group/ DBA Providence Occupational Medicine

(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Aimee L Tinkle Date: 9/16/2021
Signature: *Aimee L Tinkle* Title: Sr Manager
Email: aimee.tinkle@providence.org Telephone: 971-369-0823
Oregon Business Registry Number: 037230-12 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

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General Background and Qualifications

Providence Occupational Medicine Overview

Providence Occupational Medicine is part of Providence Health & Services - Oregon, a not-for-profit organization that has served the Northwest since 1856. Providence Occupational Medicine is a multi-clinic program that provides comprehensive occupational health services in the Portland metropolitan area, as well as Medford, Newberg and Hood River. The Providence Occupational Medicine program has served over 13,000 employers in our community since 1988. Many of the employers are state, local and federal government agencies. Our success comes from our commitment on continual improvement and coordination with our employer customers to help keep employees healthy, safe and at work.

Project Team – Portland Metro Area Clinics

Our entire program has 70+ staff members led by our Medical Director, Andrew Singh, MD our Sr. Manager, Aimee Tinkle and Clinic Manager, Shaderra Stevens. As a team we put customer service, patient care and client care as top objectives.

Project Management and Key Personnel

Clinic Level:

Sandra Soumokil, Supervisor Occupational Medicine Bridgeport & Newberg– Project Manager
Colleen Bundy, Supervisor Occupational Medicine Clackamas – Project Manager
Lindsey Shelton, Supervisor Occupational Medicine Mill Plain & The Plaza – Project Manager
Mona Ando Cooper, Supervisor Occupational Medicine Tanasbourne - Project Manager

Clinical Operations:

Michelle Varner, Supervisor for Call Center (Scheduling Desk) and Business Office
Shaderra Stevens, Clinic Manager for Providence Occupational Medicine Oregon/SWWA Region
Aimee Tinkle, Sr. Manager for Providence Occupational Medicine Oregon/SWWA Region
Shannon Sexton, RN, Nurse Quality Supervisor for Providence Occupational Medicine Oregon/SWWA Region
Andrew Singh, MD, Occupational Medicine Program Medical Director Oregon/SWWA Region

Sales Office:

Laura Cook, Account Manager Occupational Medicine – Account Management
Michelle Cribbs, Account Executive Providence Sales & Service – Account Management

Sandra Soumokil, Supervisor Occupational Medicine Bridgeport and Newberg

Sandra has 17 years of experience working for Providence Occupational Medicine in progressively responsible roles of OH Tech, Medical Assistant, Lead Medical Assistant and Clinic Supervisor. Sandra oversees the day-to-day functions of both Bridgeport and Newberg clinics. Sandra will be available to Clackamas County for inquiries, to resolve issues and to generally ensure a smooth experience for Clackamas County, its candidates, and employees.

Colleen Bundy, Supervisor Occupational Medicine Clackamas

Colleen has 9 years of experience working for Providence in progressively responsible roles of Medical Assistant, Clinical Care Coordinator, Operations Coordinator, and Clinic Supervisor. The last two years have been in our Clackamas clinic as Clinic Supervisor where she oversees the day-to-day functions of that clinic. Colleen will be available to Clackamas County for inquiries, to resolve issues and to generally ensure a smooth experience for Clackamas County, its candidates, and employees.

Lindsey Shelton, Supervisor Occupational Medicine Mill Plain and The Plaza

Lindsey has 22 years of experience working with various disciplines and organizations throughout the northwest region. The last 7 years have been with Providence at different locations in progressively responsible roles of Clinic Care Coordinator, and Clinic Supervisor. Lindsey oversees the day-to-day functions of the Mill Plain and The Plaza clinics. Lindsey will be available to Clackamas County for inquiries, to resolve issues and to generally ensure a smooth experience for Clackamas County, its candidates, and employees.

Mona Ando Cooper, Supervisor Occupational Medicine Tanasbourne

Mona has 23 years of experience working for Providence Occupational Medicine in progressively responsible roles of Medical Assistant, Lead Medical Assistant and Clinic Supervisor. Mona oversees the day-to-day functions of the Tanasbourne clinic. Mona will be available to Clackamas County for inquiries, to resolve issues and to generally ensure a smooth experience for Clackamas County, its candidates and employees.

Michelle Varner, Supervisor Call Center (Scheduling Desk) and Business Office

Michelle oversees the day-to-day functions of our Call Center (Scheduling Desk) as well as our Business Office. Michelle will be available for Clackamas County inquiries, to resolve issues and to generally ensure a smooth experience for Clackamas County, its candidates, and employees.

Shaderra Stevens, Clinic Manager Providence Occupational Medicine Oregon/SWWA Region

Shaderra Stevens brings 20 years of leadership experience. Last 5 years have been with Providence. She was a supervisor with the Women and Children's department for 4 1/2 years then transitioned to occupational medicine where she oversees the day-to-day operations for 7 of our OR/SWWA clinics. Shaderra has a strong background with OR & WA workers compensation rules and regulations.

Aimee Tinkle, Clinic Manager for Providence Occupational Medicine Oregon/SWWA Region

Aimee Tinkle brings 23 years' experience working for Providence Occupational Medicine in progressively responsible roles of Medical Assistant, Lead Medical Assistant, Clinic Supervisor and OR Region Clinic Manager. Aimee possesses a Bachelor of Science in Health Administration, and she holds a Master of Business Administration degree.

Shannon Sexton, BSN, RN Nurse Quality Supervisor for Providence Occupational Medicine Oregon/SWWA Region

Shannon has recently joined the Occupational Medicine team as the Nurse Quality Supervisor. Her focus is on quality improvements, safe care standards, and patient satisfaction. She brings over 30 years of nursing experience in a variety of settings. She has progressed from a Licensed Practical Nurse to a Registered Nurse and holds a Bachelor of Science Degree in Nursing.

Andrew Singh, MD, Medical Director Providence Occupational Medicine Oregon/SWWA Region
Dr. Singh received his undergraduate degree with High Honors in Chemistry from Wesleyan University in 1993. Completed medical school from St. Louis University in 2000. Obtained MPH (Masters of Public Health) from St. Louis University in 2004. Residency trained in Occupational Medicine, completed 2004. Board Certified in Occupational Medicine. Dr. Singh has 16 years of Occupational Medicine experience in several different states. We are most honored to have him as our Medical Director for Providence Occupational Medicine overseeing all 8 clinics in OR and SWWA since 2018.

Trevor Tash, Occupational Therapist

Trevor has been with Providence Rehabilitation for 15 years. Trevor is responsible for developing the Physical Capacity Testing for Providence Workplace Health Services clients. Some of Trevor's additional job functions include performing Physical Capacity Evaluations: detailed testing of worker's abilities and tolerances for performing work. Assessments are performed for Workers' Compensation assessments, Disability assessments and Attorney requests.

Laura Cook, Account Manager Occupational Medicine

Laura has 20 years' experience in the medical field with 15 of those years working for Providence Occupational Medicine in progressively responsible roles from Client Services to Account Management. Laura's role with Clackamas County will be to manage the account in our system, make any necessary changes/updates, answer questions, serve as a resource, and general work in conjunction with the clinic operations and staff to ensure Clackamas County's satisfaction with our services.

Michelle Cribbs, Account Executive Providence Sales & Service

Michelle earned a BS from Oregon State University in Merchandising and Business. She has over 30 years of sales and client support experience with the last 11 years in medical sales with the last 6 years including occupational medicine. Michelle is passionate about client relationships and is dedicated to customer satisfaction and support. She will serve as a resource and advocate and will work in conjunction with clinic operations and staff to ensure Clackamas County's satisfaction with our services.

Medical Clinics and Practitioners:

Providence Occupational Medicine – Bridgeport
18040 SW Lower Boones Ferry Rd., Suite 100, Tigard, OR 97224
Monday – Friday 8AM to 5PM

[Providence Occupational Medicine | Bridgeport, Oregon | Providence Oregon](#)

- Husameddin S. El Bakri, MD
- Andrew Singh, MD Board Certified Occupational Medicine (Friday's only)

Providence Occupational Medicine – Clackamas

9290 SE Sunnybrook Blvd., Suite 210, Clackamas, OR 97015

Monday – Friday 7AM to 6PM – no providers available after 5PM

[Providence Occupational Medicine | Clackamas, Oregon | Providence Oregon](#)

- Randolph Cribbs, MD
- Michael Savage, MD
- Jesse Powell, MD
- Joseph Smith, MD, MPH, Board Certified Occupational Medicine
- Kimberly Carihfield, MD
- Kristian Flores, MD

Providence Occupational Medicine – Mill Plain

315 SE Stone Mill Dr., Suite 200, Vancouver, WA 98682

Monday – Friday 8AM to 5PM

[Providence Occupational Medicine - Mill Plain | Vancouver, Washington | Providence Oregon](#)

- Mary Pierce, ANP
- Andy Humes, MD

Providence Occupational Medicine – Tanasbourne

10670 NE Cornell Rd., Suite 204, Hillsboro, OR 97124

Monday – Friday 7AM to 6PM – no providers available after 5PM

[Providence Occupational Medicine - Tanasbourne | Hillsboro, Oregon | Providence Oregon](#)

- Volodymyr Dovhyy, MD
- Yuriko Lee, FNP
- Andrew Singh, MD, Board Certified Occupational Medicine (Wednesday's only)

Providence Occupational Medicine – The Plaza

5050 NE Hoyt St., Suite B48, Portland, OR 97213

Monday – Friday 7AM to 5:30PM

[Providence Occupational Medicine-The Plaza | Providence Oregon](#)

- Crystal Bell, NP
- Andrew Singh, MD Board Certified Occupational Medicine (Monday's only)

*Providence Occupational Medicine – Newberg

1001 Providence Drive Newberg, OR 97132

Monday – Friday 8AM to 5PM

[Providence Occupational Medicine | Newberg, Oregon | Providence Oregon](#)

- James Cooke, NP

*Note: PCT's, audiograms and respirator fit testing are not available at the Newberg clinic

Department Contact Information:

Call Center (Scheduling Desk)

Phone: 503-215-2890 option 4

Email: orregoms@providence.org

Central Support Team – for medical records (e.g., missing, illegible etc.)

Phone: 503-215-2890 option 3

Email: orregomcst@providence.org

Billing Office

Phone: 503-215-2557 – not a manned phone, must leave message

Email: providenceocchealth@providence.org

Clinic Staff: Due to space issues, we are unable to list all clinic, medical assistant, and technician staff members. Our program is blessed to have the following experienced employees working for us. This list does not include medical, management or sales/service staff individually mentioned above.

- Medical Assistants
- Drug/Alcohol Technicians (dedicated position)
- Patient Relations Representatives (Front desk staff; some are trained collectors)

Our staff possesses the necessary training and certifications to perform all services including:

- Occupational Hearing Conservationist basic certification approved for the Council for Accreditation of Occupational Hearing Conservationists (CAOHC).
- Approved pulmonary function testing, National Institute for Occupational Safety and Health (NIOSH).
- Urine Drug Test Collector Training, in accordance with the U.S. Dept. of Transportation Testing Procedures 49 CFR Part 40.
- Breath Alcohol Technician Training, in accordance with the U.S. Dept. of Transportation Testing Procedures 49 CFR Part 40.

Management Approach

The project managers for each clinic will oversee the clinic support staff, including registrars and medical assistants who assist the clinic providers, providing medical ancillary services, registering patients, and preparing reports for our clients. Our staff receives ongoing education about changes in client specific protocols and medical service protocols.

Key Personnel

Our key personnel work at all clinic locations with clients as needs arise. The amount of time needed for this project will vary for each team member based on the needs of Clackamas County. Staff works closely together to ensure that business needs are met in the most responsive, cost-effective manner possible. We partner with our clients on an ongoing basis to address changes that might be needed to improve services we deliver. Modifications to protocols are made in a timely manner based on written request from Clackamas County.

Experience with Similar Projects

Our program works with many governmental agencies and municipalities on similar projects. Many are long standing clients of ten to twenty years, or more, examples are:

City of Portland – (20+ years) - Preplacement, Respirator, Firefighter, Police/DPSST, Fit for Duty, Medical Surveillance Exams, DOT drug screen collections and select general employment drug testing, Physical Capacity Tests and Physical Capacity Test Development

City of Oregon City – (15+ years) – Preplacement, Respirator, Police/DPSST Exams, Fit for Duty, Medical Surveillance Exams, DOT drug screen collections and employment drug testing, Physical Capacity Tests and Physical Capacity Test Development

Washington County – (15+ years) – Preplacement, Respirator, Police/DPSST, Fit for Duty, DOT drug screen collections and general employment drug testing, Physical Capacity Tests and Physical Capacity Test Development.

Tualatin Valley Water District – (20+ years) – Preplacement, Respirator, Fit for Duty Exams, DOT and express/onsite employment drug testing, Physical Capacity Tests.

Providence Occupational Medicine-Oregon strives to be the premier occupational service provider in our service areas throughout Oregon and SW Washington by providing the highest quality services in a timely manner at competitive rates. Our organizations core values of compassion, dignity, justice, excellence, and integrity drive us to exceed expectations at every opportunity. We actively monitor the overall quality and timeliness of services provided and implement quality control processes when improvement opportunities are identified.

Providence Occupational Medicine is obligated by law to protect patient/examinee Protected Health Information (PHI). All medical records will remain the property of Providence Occupational Medicine. Copies of records that can be released will be provided to Clackamas County.

We have established protocols for each type of service or exam type, which includes a list of standard and optional services for each protocol. The database is maintained and updated regularly. We use InDemand Interpreting Services for language translation services for employers who wish to request translation services for exams.

Providence Occupational Medicine provides flexibility in working with our clients to meet their business needs. Our providers, management team and support staff understand the importance of accurate, unbiased, and confidential medical determinations to both the candidate/employee and employer in maintaining a safe workplace and community; and as such our medical determinations are based on sound medical judgment in conjunction with information specific to the exposures faced by Clackamas County employees. (For example, we keep job descriptions/job analyses on file for our medical providers to review as needed. We also offer medical provider tours of your facilities or work locations to ensure their familiarity with the work performed by County employees).

All providers and staff receive ongoing training regarding our program's medical protocols and standard procedures as well as client specific protocols. Monthly staff meetings at each clinic assure consistency of service delivery. The medical assistants are CAOHC certified in audiometry, NIOSH certified in spirometry. They are all certified to provide federally mandated urine drug screens and breath alcohol testing, medical assistants also receive annual competency testing and ongoing training for services they provide.

Proposer Qualifications

Summaries of Exam Types for Portland Metro Area Clinics:

Job Task Analysis and Physical Capacity Test Creation Process

DESCRIPTION OF JTA

A JTA is a process to identify and determine in detail the particular job duties and requirements and the relative importance of these duties for a given job. It can be used to define valid and defensible position duties and responsibilities, determine valid entry level job requirements, and determine legitimate medical and/or physical job requirements, amongst other various uses. An important concept of the JTA is that the analysis is conducted of the job, not the person. While JTA data may be collected from incumbents through interviews or questionnaires, the product of the analysis is a description or specifications of the job, not a description of the person.

What aspects of the job are analyzed in a JTA?

- **Duties and Tasks:** The basic unit of a job is the performance of specific tasks and duties. Information to be collected about these items may include: frequency, duration, effort, skill, complexity, equipment, standards, etc.
- **Environment:** This may have a significant impact on the physical requirements to be able to perform a job. The work environment may include unpleasant conditions such as offensive odors and temperature extremes. There may also be definite risks to the incumbent such as chemical contact, restricted spaces, high elevations, noise, vibrations, slippery surfaces, lighting, vision impairments, etc.
- **Tools and Equipment:** Some duties and tasks are performed using specific equipment and tools. Equipment may include personal protective clothing (PPE). These items need to be specified in a JTA.

Other possible applications of a JTA are:

- **Basic Entry Level Requirements:** What knowledge, skills, and abilities are required for prospective candidates?
- **Medical Standards:** Some jobs are of sufficient risk and demand on physical skills, medical standards are necessary. With the addition of a medical professional review of data from the JTA, organizations can maintain and defend job-related medical standard and physical capabilities requirements.
- **Basic Work Requirements:** The fundamental, minimum performance standards for the job.
- **Training Curricula:** Determining valid, job related training content.

DESCRIPTION OF PCT

A PCT is a fifteen-to-thirty-minute evaluation proctored by a Medical Assistant, where these services can be performed (e.g., Bridgeport (Tigard), Clackamas, Tanasbourne (Hillsboro), The Plaza (Portland) and Mill Plain (Vancouver, WA)).

This test includes a series of physical movements designed to test physical strength, range of motion, stamina, and tolerance to functional activities, including lifting and carrying. These tests are custom designed by a professional Occupational or Physical Therapist for a specific job title at a specific employer.

PCTs are only administered following a pre-placement or fit for duty physical examination in which the examining medical provider clears the candidate/employee to participate in the PCT. The PCT helps take the guesswork out of determining if a candidate/employee is physically able to perform a job and helps identify potential ADA issues and/or necessary work restrictions or accommodations.

THE JTA/PCT CREATION PROCESS

Step 1 Information Gathering:

Employer notifies the Workplace Health Services Account Manager of the need for a new or modified JTA and/or PCT. The Account Manager will provide a questionnaire to employer to be completed by the incumbent or other employee familiar with the job in question. In addition to the completed questionnaire, the employer provides to the Account Manager any existing information on the position such as Job Description, Job Task Analysis, prior/old PCT, etc.

Occasionally an employer will have two or more positions that are very similar. In this case, information on the similar position(s) may be used if little or no information exists on the job in question. The Account Manager will initiate the request for a new JTA/PCT with the OT/PT and will assume the "project lead" role for the Providence employees involved.

The Account Manager will explain the process to the employer, facilitate communication between parties, facilitate scheduling of the onsite visit, meetings, phone conferences (and attend as appropriate), and generally ensure appropriate progress and outcome.

Step 2 Onsite Observation/Measurements/Interviews:

The Account Manager and/or Account Executive (if available) and OT/PT visits employer to observe the job in progress, take measurements and interview incumbent(s). This process usually takes 1-2 hours. Observation of manufacturing or production positions in which the employee performs the same task repeatedly may be completed in less time.

In the case of the position with varied tasks (especially field positions) it is not feasible to observe all elements of a position within this time frame, nor is it affordable (or necessary) to have additional hours of observation. This challenge is overcome through advanced preparation for the onsite visit, interview of the incumbent(s), and significant review/validation of the JTA/PCT in later steps.

Employers may assist in ensuring a quality result by arranging to have an incumbent demonstrate the tasks he/she performs for the OT/PT. (If one incumbent is not familiar with all elements of the position, two or more incumbents may participate in the

demonstration/interview. If an incumbent is not available, a past worker in that position or current supervisor familiar with the position will suffice).

Demonstration should focus on the most physically difficult tasks the employee performs in a day/week/month, and those tasks resulting in the most employee injuries (if known).

During the onsite visit, the OT/PT may take pictures, will take weights and measurements, and will ask questions regarding the job tasks, frequency, volumes/production quotas, etc. If the incumbent is not able to answer these questions it is important to have a knowledgeable supervisor or other employer representative available.

Step 3 Creation of the Job Task Analysis (JTA):

The OT/PT will utilize the information obtained during the onsite visit/interview to create a draft Job Task Analysis. This draft will be sent to the employer for review and input.

Step 4 Creation of first and second draft Physical Capacity Test (PCT):

After any necessary revisions of the JTA, the OT/PT creates the PCT, including the minimum standard for a passing result. This draft will be sent to the employer for review and input. (If necessary, a second draft and review/revise process may take place).

Step 5 Validation:

The Account Manager will facilitate scheduling of the validation which takes place at a Providence Occupational Medicine clinic.

Participants needed from employer:

- 2 incumbents who are familiar with the job and physically able to take the PCT without injury to themselves.
- 1 supervisor or person with decision making ability.

Validation may occur with only 2 employer participants as long as both are able to take the PCT safely and one of them has decision making ability. (This allows changes to be made during the validation and improves efficiency of the process).

Participants from Providence: OT/PT, Account Manager, Clinic Supervisor/Manager or MA (for training purposes), and the Account Executive (if available).

Step 6 Final Document:

The OT/PT will update the PCT to include any changes or modifications agreed upon during the validation. A copy of the final document will be provided to the employer by the Account Manager. Once the client has given final approval on the JTA/PCT the Account Manager will ensure the employer's account is updated to include the new JTA/PCT and documents are appropriately stored in the Occupational Medicine data base.

Step 7 Clinic Staff Training:

The Account Manager will work with the Clinic Supervisor/Manager to ensure clinic staff are trained on the new PCT in a timely manner. Once staff training is complete the Account Manager will notify the employer that the process is complete.

JTA/PCT Timeline

JTA/PCT development and *approximate* timeline:

OT/PT travel time is charged to the employer in the final invoice.

JTA/PCT rewrite: 4 pages or less: 2-4 hours (~1-2 weeks)
JTA/PCT rewrite: 5 pages or more: 4-6 hours (~2-4 weeks)
JTA/PCT new: 6-8 hours (~4-6 weeks)

Most JTA/PCT's can be created and completed for around \$2,400.00 each. This is just an average cost. The total cost of the completed JTA/PCT is dependent upon travel time, the time spent observing, creating and validating the project.

Most JTA/PCT's take ~4-6 weeks from start to finish to complete. Could be longer depending on circumstances.

Post Offer Medical Examinations/Physical Capacity Test (PCT)

The examining provider reviews both the medical history that has been completed by the candidate and the appropriate job description based on the information that has been supplied by Clackamas County. After review, the provider performs a medical examination. In addition, the candidate may complete a physical capacity test that has been custom developed for jobs with PCT's. When all exams and ancillary services have been completed, the provider reviews the examination and makes a determination on the candidate's ability to perform the essential functions of the job. A report of the findings is then communicated to the appropriate contact at Clackamas County.

Custom Physical Capacity Test development process involves an estimated four to eight hours for the job task analysis and PCT development per job class. The Occupational Therapist visits the worksite to evaluate the job and observe employees performing the job. Physical demands are weighed and measured to develop a representative test for each job class.

Fitness for Duty / Return to Work Examinations

A Fitness for Duty (FFD) Evaluation is a focused evaluation, performed at the request of the employer. Triggers of a FFD exam can be observed behavior with objective evidence of a problem (e.g., excessive number in errors in job tasks, reduced productivity or frequent injuries or near-misses, other observed health problems on the job etc.).

A Return-to-Work (RTW) Evaluation is a focused evaluation, performed at the request of the employer if the employee is returning to work after an extended absence including work comp injury/illness.

The exam includes review of a medical history form, interview, and examination of a person currently employed by the requesting employer. (The employee may be off work, but a FFD is not performed in a "pre-hire" situation).

The purpose is to determine whether an employee can safely perform his/her essential job functions without endangering him or herself or others and whether or not any work restrictions may be necessary. The purpose is not to diagnose or treat medical/mental health conditions.

The employer will not be given information about any medical conditions identified. Providence Occupational Medicine is unable to fill out and sign ADA or FMLA paperwork. Providence Occupational Medicine does not perform psychological evaluations.

- For a FFD exam the employer must provide a “letter of concern” where it is clearly stated the reason(s) for the evaluation and the specific job functions in question or of concern/interest and the functional job description or job analysis.
 - Once the “letter of concern” for FFD or RTW authorization and job description/analysis is received at the clinic it will be reviewed by the clinic supervisor and/or medical provider to determine if the exam is within the scope of Occupational Medicine.
 - If it is determined that the exam is not within our scope of practice the clinic supervisor will contact the person requesting the exam, to explain why we are unable to perform the service.
- For a RTW exam an authorization form needs to be provided along with a functional job description or job analysis. If the employee has been released to work by his/her treating physician, that work release should be provided at time of exam to avoid potential delays

in the exam process. (If there is no known treatment then the requirement for the work release does not apply). Additional records may be requested if they are needed to make a determination.

- DOT RTW/FFD is an exam to determine if a driver currently meets the FMCSA requirements to drive. An exam authorization from the employer is needed to schedule the appointment; the scope is limited to pass/fail under DOT requirements. If additional records are required, we will follow our normal exam process. A driver cannot be qualified if they are being treated for a current work injury, we recommend providing the work release at the time of the appointment to avoid delays in the exam process.

Further testing (e.g., Physical or Work Capacity Evaluation; Neurological tests, Radiological studies, etc.) may be necessary depending on the specific demands and safety risks of the job and health conditions suspected or identified. There will be additional expense involved if medical record review or additional testing is required.

The employer is ultimately responsible for making the decision whether or not to keep/return the employee to work, with or without accommodations, and they are obligated to follow FMLA, ADA, OSHA and other applicable rules/regulations when making their decisions. We do not fill out ADA/FMLA forms as these should be filled out by the employee’s primary care/treating physician.

State and Federal Regulatory Examinations

The Providence Occupational Medicine clinics provide a variety of State and Federal regulatory exams such as those required by OSHA. Examples are respiratory exams, police exams, firefighter exams, DOT exams, DOE exams, medical surveillance exams and audiometric testing. Examinations are performed in accordance with the established standards. Protocols will be established to reflect the Clackamas County’s individual needs.

Department of Transportation Examinations

The Providence Occupational Medicine providers have complete knowledge and understanding of the Commercial Driver Fitness Determination examination requirements. All of our providers can be found on the National Registry and meet all of the new DOT CME regulation requirements. The examination is completed using the newest long form with the updated Department of Transportation requirements and driver certificates. We provide DOT new hire exams, DOT recertification exams, and DOT fitness for duty exams. DOT qualifications if requested with post offer physicals are offered at a lower rate than performing the exam alone.

Department of Transportation (DOT) & Non-DOT Post Offer Drug Testing

Providence Occupational Medicine offers both DOT and non-DOT drug screen services for pre-placement as well as post-accident, random, reasonable suspicion and for cause reasons.

We have established our own account with a reputable drug testing laboratory which allows employers without an existing laboratory relationship to access our volume pricing and avoid complicated laboratory account set up. We use Alere/Escreen for our laboratory-based testing. We offer 11 different non-DOT lab-based drug test panels, and the DOT panel. The drugs in each non-DOT panel vary. Our drug panel list is available upon request.

Please note: Providence Occupational Medicine is not a Consortium/Third Party Administrator (C/TPA). We do not oversee/manage random DOT pools.

When using our house account, all drug screen results are sent to the Medical Review Officer (MRO). If the results are negative, the MRO will “rubberstamp” the results and report out. If positive, the MRO will contact the donor to discuss the positive, obtain prescription information and will contact the necessary pharmacies to verify prescriptions. If there are verifiable prescriptions, then the positive will become a negative. If there are no verifiable prescriptions, then the positive will stand. As marijuana (THC) is still illegal at the Federal level, any THC positives will remain as positive. THC results do not change because of decriminalization in certain states.

Typical turnaround for laboratory-based drug screens is around 2-3 days. It is possible for results come back next business day however, we do not guarantee it. The turnaround time can be longer than 3 days if the results are positive and the MRO is trying to reach the donor to discuss the positive(s).

Reporting of the drug screen results comes directly from the lab. They can send to a fax machine or send email notification to the primary person on the account, that a result is ready then you just log into the lab system to retrieve it.

All Providence Occupational Medicine collection site facilities adhere to DOT specifications and all DOT urine drug screen collection are performed in accordance with federal regulations. Non-DOT drug screen collections are also performed in accordance with federal regulations however Clackamas County may specify certain situations in which we are to deviate from the DOT standards (e.g., employers often do not want to perform observed collections for non-DOT tests and will opt for a monitored or standard collection instead).

As with our collection-only services, DOT and non-DOT drug tests are available on a walk-in basis at all our occupational medicine clinics.

DOT & Non-DOT Breath Alcohol Test (BAT)

Breath alcohol testing is available at all occupational medicine clinics on a walk-in basis. We have certified breath alcohol technicians on staff within our clinics all of whom are DOT certified in accordance with the U.S. Department of Transportation Testing Procedures 43 CFR Part 40.

Respirator Examinations

Providence has created a respiratory protection program in accordance with OSHA 1910.134. Annual respirator exams are not required by OSHA guidelines, but a periodic or exit evaluation can be elected by the Clackamas County for those employees who are required to wear respirators.

We can provide review of the OSHA respirator questionnaire as a stand-alone service to determine physical qualification to wear a respirator, with a post offer exam or we can provide the exam as a stand-alone service. We can provide respirator fit testing at the County's request with or without an exam. Fit testing is available at all 5 Portland area clinics depending on your make/model of the masks used. Respirator exams, spirometry and fit testing can be performed onsite for groups of 10 or more. Pricing varies and additional charges apply.

DPSST F-2T Exams

Telecommunicators and Emergency Medical Dispatchers are also conducted based on the Department of Public Safety Standards and Training (DPSST) medical exam (form F-2T). This exam for Clackamas County would include a physical exam with history review, audiogram and necessary vision screening. Optional services such as drug screening could be added to this exam.

Audiometry Testing

We are available to perform baseline audiograms or audiograms with hearing conservation reporting. We can perform baseline audiograms, annual audiograms and threshold shift retests to determine if the threshold shift is work related and recordable. This information can be sent to

the hearing conservation contractor and/or the appropriate person with the County. Please note: the Newberg clinic does not offer audiogram services.

Immunizations / Vaccine Assessments

Vaccination offerings vary by clinic. Some of what we offer are TB screenings, as well as QuantiFERON Gold, MMR vaccinations, Varicella, Hepatitis B and influenza (when seasonally available), Tetanus and TDAP.

Vaccine Assessments are available when the candidate/employee is unsure of where they are with their vaccine history. They would schedule an appointment, bring with them all of their vaccine records for the provider to review and determine next course of action with the vaccines (e.g., either titer testing or boosters).

Onsite immunizations and vaccine assessments can be performed onsite for groups of 10 or more. Pricing varies and additional charges apply.

Clockwise MD

Providence Occupational Medicine utilizes a program called Clockwise MD, which allows the candidate/employee to “*get their place in line*” for drug/alcohol testing as well as audiograms, immunizations/vaccinations, and respirator fit testing. This program is not for scheduled exams that require a medical provider.

Clockwise MD allows a person to “get their place in line” ahead of people that just walk-in for services. The candidate/employee can Google the clinic that they want to go to (links below):

[Providence Occupational Medicine-The Plaza | Providence Oregon](#)
[Providence Occupational Medicine | Bridgeport, Oregon | Providence Oregon](#)
[Providence Occupational Medicine | Clackamas, Oregon | Providence Oregon](#)
[Providence Occupational Medicine - Mill Plain | Vancouver, Washington | Providence Oregon](#)
[Providence Occupational Medicine - Tanasbourne | Hillsboro, Oregon | Providence Oregon](#)
[Providence Occupational Medicine | Newberg, Oregon | Providence Oregon](#)

On the landing page is a widget that shows the current wait time for that clinic for walk-in services. Clockwise MD provides an estimated wait based on how many people are in the clinic at the time the individual wants to come in. The wait time will update as the line changes.

Just click on Reserve My Spot, fill in some information and the system will text the individual when it is time to head into the clinic. Then they just check in at the kiosk upon arrival. It isn't mandatory that it be used but it is highly effective for keeping the worker at work and working vs. sitting in the waiting room waiting to be seen.

Project Approach and Understanding

Knowledge of Occupational Health Related Regulations

Our providers have complete and current knowledge of OSHA regulations and standards, National Fire Protection Association guidelines, Department of Public Safety Standards and Training and Department of Transportation regulations among others. They stay current with standards and practices through State and Federal publications and various continuing medical education events. If new testing criteria are established for Occupational Medicine regulations, we will present it to the County.

Work Plan

A scheduler will set up appointments for services generally within 24 to 48 hours of scheduling based on established protocols. Team members will be assigned to conduct the exams in a timely manner. We work in conjunction with Clackamas County and review work processes to ensure the best practices are followed to meet your occupational medicine needs staying in compliance with current regulations.

We have developed an efficient yet comprehensive post offer evaluation. The physical examination which includes detailed work and medical history questionnaires that are reviewed by the medical provider and discusses with the examinee, as well as a comprehensive physical examination. Each examination begins with standard components which are expanded by the medical provider as necessary, depending on the examinee's medical history and the physical nature of the job in question.

In general, this is our process:

- When an appointment is desired, a representative from Clackamas County or the candidate/employee (hereafter referred to as “examinee”) contacts our Central Scheduling Desk to arrange an appointment at a desired clinic location.
- Upon arrival at our clinic, the examinee is registered by our front desk staff, including completion of any required forms.
- After registration, the examinee is then escorted to our back office where any necessary ancillary services are performed by our certified Medical Assistants or Technicians (e.g., height, weight, blood pressure, vision screens, hearing tests, lung function tests, drug screenings etc.).
- After the ancillary services are complete and recorded, the examinee is escorted to an examination room where the remainder of the services are performed by a qualified medical provider.
- If the medical exam requires a physical capacity test (PCT), then after the medical exam with the provider, the MA will then take the examinee to the PCT room and proctor that portion of the exam. The findings are then presented back to the medical provider for completion of the medical report. The PCT is always performed after the medical exam with the provider who gives clearance for the MA to proceed or not.
- Upon completion of the appointment our front desk staff will assist the examinee in “checking out”.

Following completion of the post offer examination, we then will provide a one-page report to Clackamas County which indicates the examinee is either cleared to perform the job without restriction/accommodations, identifies limitations/accommodation, or that further evaluation is necessary, such as additional testing, or review of requested medical records. DPSST F2T exam results will be reported out in its entirety on the F-2T form or the F2Ta if instructed.

No protected health information is included in the report provided to Clackamas County. Examinees are not provided a copy of the report, nor given information about the results unless special instructions to do so are provided by Clackamas County.

The post offer evaluation is usually completed in one visit. Occasionally, based on a specific examinee’s history, additional medical information may be needed. Our staff will obtain the necessary release from the examinee and request records. The records are automatically reviewed within one to two business days of receipt and a final report of findings issued. Once the examination has been completed, the records are processed, and appropriate reports are sent to the identified Clackamas County contact. The reporting process is completed within 24 to 48 hours of the examination or when lab and ancillary results are available.

Our new electronic medical record system (SYSTOC) will allow authorized County employees 24/7 access to our system, which will allow you to pull your own medical exam results as well as invoices. The system will send an email when results are ready, then just log into the system to retrieve them.

Our email settings in SYSTOC use an SSL (Secure Sockets Layer) setting on outgoing emails which encrypts the email for sending off of the secure site. It is encrypted but does not require the extra security step of setting up an individual log in as the message does not stay stored on a server. There is a contract that Clackamas County would need to sign prior to getting access

to the portal. Advanced set up and a brief training are necessary before gaining access to the system.

Providers and staff are available to answer questions that Clackamas County may have regarding the examinations. Protocols can be adjusted at Clackamas County's request based on job classification or job duty changes or updates in regulatory requirements.

Client References

C-Tran

Clark County Public Transit

Contact: Brenda Hamilton

Title: HR Programs Manager

Address: 10600 NE 51st Circle Vancouver, WA 98682

Phone: 360.906.7457

Email: brenda.hamilton@c-tran.org

Type of work performed: Audiograms, DOT medical exams, Expanded Physical, Fit for Duty/Return to Work exams, Immunizations/Vaccinations, Respirator services, Prescription & OTC Medication Consults, DOT drug/alcohol testing, and Work Comp Injury Care

Tualatin Valley Water District

Contact: Mike Jacobs

Title: Health and Safety

Address: 1850 SW 170th Beaverton, OR 97006

Phone: 503- 848-3048

Email: mikej@tvwd.org

Type of work performed: DOT Exams, Pre-placement Exams, Physical Capacities Testing, Respirator Exams, Audiograms, and Drug/Alcohol Screening

Metro

Contact: Mike Amodeo

Title: Environmental Health & Safety

Address: 600 NE Grand Ave Portland, OR 97232

Phone: 503-797-1937

Email: mike.amodeo@oregonmetro.gov

Type of work performed: Pre-placement, Respirator, Fit for Duty Exams, DOT drug/alcohol screen collections and employment drug testing, Physical Capacity Tests, Physical Capacity Test Development and Workers Compensation Injury Care

SERVICES	Service Offered (X if Yes)	FEE(S)
Job Analyses/Physical Capacity Test Creations:	x	\$300.00 per hour
Identify and document job tasks and physical demands	x	Included
Develop tests to measure	x	Included
Validate tests	x	Included
Implement tests	x	Included
Pre-Placement Exams to include:	x	\$85.00
Vital signs, height, weight, vision (Snellen) and body systems with emphasis on neuromuscular and orthopedic systems	x	Included
Comprehensive medical history review	x	Included
Audiometry (hearing) exams - baseline	x	\$25.00
Functional Capacity Evaluations to include:	x	
Heavy physical demands capacity testing	x	\$85.00
Light physical demands capacity testing	x	\$63.00
Return to Work Exams	x	\$125.00
Fitness for Duty Exams	x	\$150.00
DOT (Dept. of Transportation) to include:	x	
Physical exam per DOT regulations	x	\$95.00
Drug analysis screening with chain of evidence procedures (DOT Test - all inconclusive (includes collection/lab test/MRO)	x	\$58.00
Medical review services for positive DOT drug analysis screening	x	Included
Breath alcohol analysis screening w/chain of evidence procedures	x	\$30.00
DOT qualification - this is a reduced fee if adding DOT medical certification to a pre-placement medical exam	x	\$25.00
NON-DOT Drug and Alcohol to include:	x	
Drug analysis screening with chain of evidence prodecures (Non-DOT Test - all inconclusive (includes collection/lab test only)	x	\$37.00
Medical review services for positive non-DOT drug analysis screening	x	Included
Breath alcohol analysis screening with chain of evidence procedures	x	\$30.00
Non-DOT drug screen collections (CCSO only)	x	\$19.00
Non-DOT UDS observation fee	x	\$20.00
NIOSH Approved Respiratory Testing:	x	
Respirator physical (includes respirator questionnaire)	x	\$65.00
Respirator physical (includes respirator questionnaire) onsite	x	\$75.00
Pulmonary function test (spirometry)	x	\$36.00
Pulmonary function test (spirometry) onsite	x	\$40.00
Respirator questionniare processing (if mailed in)	x	\$25.00
Respirator fit testing (examinee supplies the mask)	x	\$40.00 per mask type
Respirator fit testing onsite (examinee supplies the mask)	x	\$47.00 per mask type
Respirator qualification - this should be a reduced fee if adding respirator clearance to a medical exam	x	\$25.00
DPSST F2T Exams to include:	x	\$85.00
Vital signs, height, weight, vision (Snellen) and body systems with emphasis on neuromuscular and orthopedic systems	x	Included

SERVICES	Service Offered (X if Yes)	FEE(S)
Audiogram	x	\$25.00
Ishihara color test	x	\$10.00
Titmus vision test	x	\$25.00
Additional Services (as needed/requested):		
Vaccination Assessments	x	\$50.00
Hepatitis A vaccination series (2 shot series)	x	\$88.00 ea
Hepatitis A vaccination series (2 shot series) onsite	x	\$95.00 ea
Blood draw and lab test for Hepatitis A		there is no blood draw and titer test for Hepatitis A
Hepatitis B vaccination series (3 shot series)	x	\$61.00 ea
Hepatitis B vaccination series (3 shot series) onsite	x	\$89.00
Blood draw and lab test for Hepatitis B	x	\$47.00
Blood draw and lab test for Hepatitis B onsite	x	\$47.00
Hepatitis C Blood draw and lab test	x	\$62.00
HIV Antibody Test 4th Generation - Source Testing	x	\$55.00
Hepatitis B Surface Antigen - Source Testing	x	\$45.00
Hepatitis A/B Vaccine HEPA-HEPB Adult IM (3 shot series)	x	\$145.00 ea
Tetanus vaccine TDAP - includes administration	x	\$87.00
Tuberculosis skin test (PPD)	x	\$29.00
Tuberculosis skin test (PPD) onsite	x	\$37.00
TB test review/X-Ray order by MD		\$ -
Chest X-Ray 1-view	x	\$95.00
Chest X-Ray 2-view	x	\$125.00
Blood Lead w/ZPP	x	\$57.00
Asbestos exam	x	\$100.00
B-Reader	x	\$70.00
Maritime exam	x	\$95.00
Flu - Annually	x	\$27.00
MMR - if born 1957 or later		\$ -
Measles/Mumps/Rubella Virus Live SubQ	x	\$85.00
Measles/Mumps/Rubella Virus Live SubQ onsite	x	\$95.00
Rubeola Antibody	x	\$56.00
Rubeola Antibody onsite	x	\$56.00
Rubella Antibody	x	\$64.00
Rubella Antibody onsite	x	\$64.00
Mumps Antibody	x	\$59.00
Mumps Antibody onsite	x	\$59.00
Varicella Virus Vaccine Live SubQ (2 shot series)	x	\$136.00 ea
Varicella Virus Vaccine Live SubQ (2 shot series) onsite	x	\$136.00 ea
Varicella Zoster Antibody	x	\$62.00
Varicella Zoster Antibody onsite	x	\$62.00
Tdap - Booster every 10 years		\$ -
Tdap vaccine	x	\$87.00
Venipuncture	x	\$15.00
Quantiferon Gold	x	\$49.00
Physician Lab Review	x	\$25.00
Physician Consult	x	\$55.00
On-Site Services - Professional Fee - MD onsite per hour	x	\$300.00

SERVICES	Service Offered (X if Yes)	FEE(S)
On-Site Services - Professional Fee - NP onsite per hour	x	\$90.00
On-Site Services - Professional Fee - RN onsite per hour	x	\$76.00
On-Site Services - Professional Fee - MA onsite per hour	x	\$45.00
On-Site Each Additional Hour	x	\$45.00
Mileage Per Mile	x	\$1.00
Other charges that may apply:		
Record review brief		\$25.00
Record review extended		\$50.00
Exam follow-up brief		\$55.00
No show fee		Price is equivalent to the cost of the exam

EXHIBIT D
DATA ACCESS ORGANIZATION TO ORGANIZATION AGREEMENT
(Electronic Access to Records)

Data Access Organization to Organization Agreement
Providence Disclosure of Employee Information via Electronic Access

Providence Access Support Team for Reporting Issues or Requesting Assistance	Michelle Varner, SYSTOC IS Liaison
Email Address	michelle.varner@providence.org

Providence Business Liaison/Primary Contact	Laura Cook, Account Manager Occupational Medicine
Email Address	laura.cook@providence.org
Fax Number	971-712-2184

Disclosing Employee Data to the listed Organization (“Client”)	Clackamas County
Organization Location Name (if different than above)	Clackamas County
Street Address	
City	
State, Zip	
Phone Number	

Organization Business Contact - Primary	
Email Address	
Phone Number	
Organization Business Contact – Secondary	
Email Address	
Phone Number	

The purpose of this Data Access (Org2Org) Agreement is to establish an understanding between Providence and _____ [Client] regarding the expectations of the parties which will govern the relationship between Providence and Client pursuant to which Providence will grant Access to certain electronic information to Client.

RECITALS

WHEREAS, the parties believe that granting Client electronic Access to information systems owned or operated by Providence for Client’s Users (as defined in Section II) to have timely and accurate employee health information from Providence’s system for the sole purpose of viewing data for its employees as permitted by law.

WHEREAS, some or all information to be disclosed is required by law to be protected against unauthorized use, disclosure, modification, or loss. To comply with applicable legal requirements for the protection of information, the parties agree to the terms herein.

Data Access Organization to Organization Agreement

Providence Disclosure of Employee Information via Electronic Access

AGREEMENT

1. Purpose

Providence agrees to provide electronic access to electronic information systems owned or operated by Providence (“Systems”) to authorized Users (as defined in Section II). Client shall ensure that all use of Systems shall be exclusively for viewing of employee data as permitted by law. Providence makes the Systems available to Users to provide view-only access to applicable Pure OHS data, such as patient-specific injury, treatment, and drug-screen information as permitted by law. Access to the Systems is intended solely for these purposes. Any other use or any attempt to use the Systems for commercial purposes or other purposes is strictly prohibited. Client understands that electronic access to the Systems is a privilege offered at the sole discretion of Providence. **Client understands and acknowledges that Providence may withhold or terminate User Access at any time for any reason.** Providence makes no implied or explicit commitment that the connection will work at any time in the future, due to unforeseen system or network downtimes.

2. Definitions

“Workforce” means Client’s employees, contractors, volunteers, trainees, agents, and other persons who perform work for or on behalf of Client.

“User” means an individual Client Workforce member.

“Access” means the permissions granted to the User is based on their need to know and job responsibilities.

3. Term

This Agreement shall be effective as of the date that the Client signs, and shall continue subject to the termination provisions hereof. This Agreement may be terminated without penalty by either party at any time or will automatically terminate if no Users have Access.

4. Costs and Expenses

Each party agrees to be individually responsible for the costs and expense of maintaining appropriate security and privacy controls relating to their information system(s). Client is responsible for the cost of the appropriate hardware and software to access Providence systems or data. This includes, but is not limited to, initial purchase, upgrade, and ongoing support.

5. Relationship of Parties

This Agreement will not be construed to create a partnership, joint venture, or employment relationship among the parties or their employees or agents.

6. No Discrimination.

The Client is further expressly prohibited from using the Systems in any manner that discriminates against persons on the basis of their race, color, religion, age, national origin, ancestry, gender, sexual orientation, disability, veteran status, financial status, or ability to pay, or participation in government- funded health care programs.

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7. Legal Compliance.

The parties will comply with all federal and/or state laws, ordinances and regulations with respect to its performance under this Agreement. The parties agree that nothing in this Agreement constitutes, or is intended to constitute, an inducement by Providence for Client to refer patients to Providence facilities or personnel, or to recommend or arrange for patients to receive items or services from Providence facilities or personnel. The parties agree to comply with all applicable laws and regulations relative to this Agreement, including without limitation Federal Anti-Kickback Statute (42 U.S.C. Sec. 1320a-7(b) (the "Anti-Kickback Statute") and the Physician Self-Referral Law (42 U.S.C. Sec. 1395nn) (also referred to as the "Stark Law"). The parties agree that the Client's access to the Systems does not constitute the provision of remuneration or any other thing of value to the Client, and that the Client has no legally cognizable interest in this Agreement or continued access to the Systems.

8. Data Ownership

Access to Systems or data does not in any way create an ownership right in Systems or data to Client or User. The data available on the Systems remains the property of its owner. Once the data on the Systems has been downloaded, printed or otherwise reproduced by Users for payment or other lawful purpose, the data shall be the responsibility of Client and shall be treated according to Client's policies. Data that is contained within the Systems will be available for the support of patients in compliance with HIPAA, ARRA/HITECH, state and federal privacy standards. Providence does not warrant or represent the truth, accuracy or completeness of any information provided to the Client pursuant to this Agreement.

9. Security and Privacy Obligations

A. Client shall assign the above Client Business Contact/Authority as responsible for managing the authorized Users on behalf of Client.

B. Users may only access information contained in the Systems for the purpose of viewing Pure OHS data, such as patient-specific injury, treatment, and drug-screen information, or other lawful reason.

C. Client agrees to reasonably assist Providence in enforcing appropriate security and privacy controls governing the Systems and the information contained therein to which Users are granted Access as described herein.

D. Users shall not make any change to any information in the Systems.

E. Client shall ensure all its Users comply with applicable Providence policies. Access will not be granted until each User completes the required forms.

F. Access to Systems will be granted according to Providence policies and procedures, and shall comply with applicable federal and state laws, including but not limited to HIPAA or ARRA/HITECH. Each User shall be responsible for his/her login and password and shall not share his/her login and password with anyone else. Client will maintain firewall protection on all Internet connections for computers or devices located at Client's locations.

G. Client will ensure the use of updated versions of commercially reasonable anti-virus protection on all computers or devices that are used to access Systems. Client agrees to keep its computers and devices updated with commercially reasonable operating system patches and to use and maintain firewall protection. Client agrees that when

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and while remotely connecting to Systems, it is subject to Providence rules and policies governing privacy and security as provided by Providence.

H. Providence reserves the right to monitor, log, review, and/or audit all data access and use of Systems. Providence, in its sole determination, may act against any unauthorized use or access to Systems, including but not limited to termination of Client or User Access, or immediate termination of this Agreement.

I. **Client agrees to notify the above identified Providence Access Support Team the same business day** if a User has experienced a separation/termination from Client so that account Access may be terminated immediately.

J. **Client agrees to notify the above identified Providence Access Support Team the same business day** for any changes in Access, but in no event will notice be longer than five (5) days after any changes in roles or job function of a User.

K. **Client agrees to notify the above identified Providence Access Support Team the same business day** if there is any change of personnel for the above designated Client Business Contact/Authority, but in no event will notice be longer than five (5) days after any changes in roles or job function.

L. Client will direct Users to contact the above identified Providence Access Support Team for issues specifically related to failure to access or issues with the application to which they have been granted Access. Client is responsible for the maintenance and repairs to their own devices, computer systems or network connections, including the connection to Providence.

M. Client will respond to Providence periodic User account reviews within five (5) business days.

N. Providence may disable User accounts that are inactive for 90 days or longer without notice to Client. In these situations, Client shall contact the above identified Providence Business Liaison/Primary Contact to request that Access be reactivated.

O. Client will ensure that Users do not share login and password information with other individuals. Client will ensure that Users do not permit login and password to be automatically saved on any computers or devices. Sharing of login and/or password information or permitting such to be automatically saved may result in termination of Access.

P. Users will only be granted Access if they are a member of Client's Workforce and the forms required by Providence have been fully executed.

Q. Client will ensure Users only access minimum necessary information for which they have a legitimate reason and are authorized by law to access.

R. **Client shall notify Providence within twenty-four business hours** of having such knowledge of any unauthorized Access.

10. Compliance with Laws and Governing Law

The sole jurisdiction for any legal proceedings under this Agreement shall be Oregon.

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11. Confidentiality

The parties agree that all information communicated to it with respect to the Pure OHS data is confidential and agree not to disclose any such confidential information to any other person unless specifically authorized in writing by the other party or to the extent authorized under applicable law. The parties shall use their best efforts to prevent any disclosure of any confidential information to any third party and shall instruct all personnel under its management and control to maintain the confidentiality of the data.

12. Indemnification

Each of the parties agrees to be liable for its own conduct and that of its employees and agents, while acting within the course and scope of their employment or engagement, and to indemnify the other party against all losses therefore arising from or in connection with this Agreement. If loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Oregon. Neither party will be considered the agent of the other nor neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Client's indemnification obligations under this Section 12 are subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act.

13. Entire Agreement, Assignment, and Amendment

This Agreement constitutes the entire agreement between the parties about Client's Access to Providence's Systems, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Agreement may not be assigned without the written consent of the other party. This Agreement may be modified only in writing and executed by the parties. All rights are granted to Client are expressed herein; no other rights are granted as part of this Agreement.

14. Severability

Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

15. Non-Waiver

Neither the waiver by Providence of a breach of or a default under any of the provisions of this Agreement, nor the failure of Providence, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

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16. Signatory Authority

By signing below, the parties agree to the terms of this Agreement and represent they have the authority to bind the entity on behalf of which it is signing. For purposes of this Agreement, facsimile or electronic copies of signatures shall be deemed to be original signatures.

Providence St. Joseph Health Organization Initiating Agreement		Client	
Providence:	Providence Occupational Medicine	Client Legal Name:	
Printed Name:	Aimee L. Tinkle	Printed Name:	
Title:	Senior Manager	Title:	
Signature:	<i>Aimee L Tinkle</i>	Signature:	
Date:	October 28, 2021	Date:	

Please scan/email or fax back to the Account Manager listed on page 1.