

July 25, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Personal Services Contract with Advantage Nurse Staffing of Oregon, Inc. for Temporary Staffing Services. Contract value is \$2,500,000 for 5 years. Funding is through Health Center Fees for services. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues – July 23, 2024		
<b>Performance Clackamas</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Sarah Jacobson	<b>Contact Phone</b>	503-742-5303

**EXECUTIVE SUMMARY:** This agreement aims to provide access to temporary staffing for the Health Center Division clinics. This agreement will provide access to temporary staffing for Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Medical Assistants (CMAs), and Phlebotomists. Access to temporary staffing for these positions will ensure that if the need arises, full staffing at all health centers’ clinics will be provided to provide the best level of care to our community.

**RECOMMENDATION:** The staff respectfully recommends that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
 Director of Health, Housing & Human Services

For Filing Use Only

*Healthy Families. Strong Communities.*



**CLACKAMAS COUNTY**  
**PERSONAL SERVICES CONTRACT**  
**Cobblestone #9713 / H3S #11753**

This Personal Services Contract (this “Contract”) is entered into between **Advantage Nurse Staffing of Oregon, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Health Housing and Human Services Department, Health Centers Division.

**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 **June 30, 2029**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Temporary Medical Staffing Services (“Work”), further described in RFP 2024-15 attached and incorporated hereto as **Exhibit A** and Contractor’s Proposal attached and incorporated hereto as Exhibit B.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Five Hundred Thousand Dollars (\$500,000) Per Fiscal Year (July 1- June 30) with a total contract value not to exceed Two Million Five Hundred Thousand dollars (\$2,500,000) for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B. Contractor may increase the rates listed in Exhibit B once per a fiscal year. Contractor shall notify County prior to any increase in rates. County may either agree to the rate increases, negotiate with Contractor for different rates, or terminate the Contract. Provided, however, that no rate increase shall cause the total Contract value to exceed the amounts set forth in this Section 3. The total not to exceed value of this Contract may only be increased by execution of a written amendment on terms and conditions acceptable to both parties.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:  
[HealthCentersAP@clackamas.us](mailto:HealthCentersAP@clackamas.us)

- 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 and Exhibit C.

7. **Contractor and County Contacts.**

Contractor Administrator: Richard B Evans Phone: 503-532-1383 Email: <a href="mailto:rick@advantagenursestaffing.com">rick@advantagenursestaffing.com</a>	County Administrator: Adam Kearl Phone: 971-276-5002 Email: <a href="mailto:AKearl@clackamas.us">AKearl@clackamas.us</a>
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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. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel’s Office. County may assume its own defense and settlement at its election and expense.

- 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 emailed to the County Contract Analyst.

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 – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.

<input checked="" 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. 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, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of 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, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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

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

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



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

**30. RESERVED**

**31. 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.

**32. RESERVED**

**33. HIPAA COMPLIANCE.** Contractor shall comply with the Health Insurance Portability and Accountability<sup>[NA1]</sup> Act of 1996 and its implementing regulations (“HIPAA”), which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Rules”). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit C** and incorporated by this reference herein

**34. 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.

**SIGNATURES FOLLOW**

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

**Advantage Nurse Staffing of Oregon, Inc.**

Clackamas County

**Richard B  
Evans**

Digitally signed by Richard B Evans  
DN: cn=Richard B Evans, o=Care NW  
Staffing, LLC, ou=VP/COO/Managing  
Member, email=rick@carenwstaffing.com,  
c=US  
Date: 2024.06.21 08:37:36 -0700'

\_\_\_\_\_  
Authorized Signature Date

Richard B Evans, VP/COO

\_\_\_\_\_  
Name / Title (Printed)

641460-88

\_\_\_\_\_  
Oregon Business Registry #

DBC/OR

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

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

Approved as to Form:

**Andrew  
Naylor**

Digitally signed by  
Andrew Naylor  
Date: 2024.06.27  
05:40:13 -0700'

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

**EXHIBIT A**  
**RFP 2024-15**



**REQUEST FOR PROPOSALS #2024-15**

**FOR**

**TEMPORARY MEDICAL STAFFING SERVICES**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair  
PAUL SAVAS, Commissioner  
MARK SHULL, Commissioner  
MARTHA SCHRADER, Commissioner  
BEN WEST, Commissioner**

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**Gary Schmidt  
County Administrator**

**Thomas Candelario  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: April 9, 2024**

**TIME: 2:00 PM, Pacific Time**

**PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>**

## **SCHEDULE**

Request for Proposals Issued.....	March 7, 2024
Protest of Specifications Deadline.....	March 14, 2024, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 28, 2024, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 9, 2024, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

## 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, April 9, 2024** (“Closing”), to provide TEMPORARY MEDICAL STAFFING SERVICES. No Proposals will be received or considered after that time.

### **Location of RFP documents: OregonBuys**

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-C01010-000009706

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.

### **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

### **Contact Information**

Procurement Process and Technical Questions: Thomas Candelario, [tcandelario@clackamas.us](mailto:tcandelario@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/s to the contractor/s 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 email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

County reserves the right to issue multiple awards for this solicitation.

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 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.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide temporary medical staffing services, for Clackamas County Public Health Division and its Health Centers Division Specific staff needed include Oregon licensed Registered Nurses (RN), Emergency Department RN, Oregon Licensed Practical Nurses (LPN), Certified Medical Assistants (CMA) and phlebotomists.

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

### 3.2 BACKGROUND

The County, through its Public Health Division and its Health Centers Division, provides community health services including contact tracing and case investigation in response to communicable disease, mobile health clinics including vaccination, communicable disease testing and treatment, and primary care clinical services. The County is utilizing on-call medical professionals to fill temporary positions to accomplish this work.

### 3.3. SCOPE OF WORK

#### 3.3.1. **Scope:**

- Contractor to provide the following on an on-call basis.
- Oregon licensed registered nurses (RN)
- Emergency Department Nurse
- Oregon Licensed Practical Nurses (LPN)
- Certified Medical Assistants (CMA)
- Phlebotomists

#### **Public Health Division:**

- ❖ Staff contracted to work with Clackamas County Public Health will participate in Public Health's efforts to reduce the transmission of communicable diseases, and MAY include any of the following depending on the skill set of the staff and the needs of the organization:
  - Screen persons for vaccine eligibility and provide vaccine consultation
  - Administer pediatric and adult vaccines and provide communicable disease and vaccine education
  - Interview persons confirmed to have a communicable disease regarding symptoms and to identify persons exposure. Provide isolation instructions and refer to support services
  - Interview persons exposed to a communicable disease, review symptoms and provide quarantine instructions
  - Perform communicable disease testing and provide treatment and/or facilitate treatment, including providing post-exposure prophylaxis
  - Provide workplace education, interviews and guidance regarding exposure to a communicable disease by a person at a work site
  - Participate in managing an outbreak of a communicable disease with record keeping, education, data entry, and contact investigations

- Follow the Oregon Health Authority’s Investigative Guidelines, Clackamas County Public Health standing orders, and direct guidance from senior medical staff, including the Health Officer as needed
- Support the emergency operations center during a communicable disease response
- May be required to drive the Public Health Mobile Clinic Van

❖ Staff contracted will:

- Possess excellent communication skills
- Travel to mobile clinic locations throughout Clackamas County and assist with the setup and breakdown of clinics
- Provide trauma-informed and culturally competent care
- Be proficient in the use of interpretive services both in-person and virtually
- Have an active, valid driver’s license, personal auto insurance, and proof of a driving record that meets the Clackamas County Driving Policy
- Need excellent skills managing technology including the Microsoft Suite, Teams, Zoom, EPIC and database software.
- Need excellent phone and email communications skills

**Health Centers Division:**

❖ Perform a wide variety of journey-level nursing assignments which require independent judgment and skillful application of accepted, current nursing techniques and the implementation of program activities according to accepted health center policies and standards. Assignments involve complex and difficult processes and diagnoses and require independent judgment and application of skills with little or no supervision.

- Provide the full range of general, professional nursing duties under the direction of a clinic/program manager, physician, nurse practitioner or certified nurse midwife
- Assignments and duties may be of a general nature in a broad program or clinical area or of a specific scope
- Promote and ensure high quality, evidence-based infection control practices
- Teach preventative and rehabilitative care and techniques to patients
- Provide direct patient care and treatment when necessary
- Provide triage, assessment, testing and patient education

**Other Requirements**

- Possession of a license to practice as a registered nurse in the State of Oregon
- Certified Medical Assistants must be certified by the American Association of Medical Assistants.
- Must possess and maintain a Basic Life Support (BLS) certification from a training center that is accredited by the American Heart Association, Red Cross or the Health and Safety Institute.
- Must successfully pass a criminal history check which may include national or state fingerprint records check.
- Must successfully pass pre-employment drug Screen to include marijuana.
- Must successfully pass a driving screen upon County’s request.
- Contractor shall ensure and provide documentation to the County that each placed nurse or certified medical assistant be covered under the Contractor’s Medical

Professional Liability policy and Automobile Liability policy or the nurse or certified medical assistant must have their own policies with at least the same limits as required of the Contractor.

**3.3.2. Work Schedule:**

Standard operating hours are Monday – Friday up to 40 hours per week. However services need to be available seven (7) days a week, and have the ability to be flexible and include evenings, weekends and holidays. Overtime may be required and must have County Approval.

**3.3.3. Term of Contract:**

This solicitation may be used to award one or more contracts at the sole discretion of the County.

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

The resulting contract(s) will have a not to exceed consideration, however, the not to exceed may be increased by amendment at the sole discretion of the County

**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 31 – Cooperative Contracting
- Attachment 1 – 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.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Medical Professional Liability: combined single limit, or the equivalent, of not less than

\$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.

**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	0-40
Fees	0-35
<b>Available points</b>	<b>0-100</b>

**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 award 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. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

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

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

#### 5.1. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project including active BLS certification by an American Heart Association accredited training provider, background check, drug testing, core competency testing, a valid driver's license, and proof of a driving record that meets the Clackamas County Driving Policy
- 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.

#### 5.2. Scope of Work

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

#### 5.3. Fees

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

#### 5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-



term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

**5.6. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP #2024-15**

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: \_\_\_\_\_

**EXHIBIT B  
CONTRACTORS PROPOSAL**



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

RESPONSE TO RFP #2024-15  
for  
TEMPORARY MEDICAL STAFFING SERVICES



PROPOSAL CONTENTS

- Section A: Proposer's General Background and Qualifications  
Pages 2 - 6
- Section B: Scope of Work  
Pages 7 - 8
- Section C: Fees. NOTE: "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."  
Page 9
- Section D: References  
Page 10
- Section E: Proposal Certification  
Page 11
- Section F: Certificates of Insurance per RFP Section 3.3.4  
Page 12

## PROPOSER'S GENERAL BACKGROUND AND QUALIFICATIONS

- 5.1 DESCRIPTION OF THE FIRM:

Advantage Nurse Staffing of Oregon, Inc. appreciates the opportunity to respond to the RFP and potentially continue our excellent relationship with Clackamas County.

Our personal and professional core values are integrity, collaboration, partnership, and doing what we say we will do. Our pledge is to help Clackamas County fulfill its mission to provide the highest levels of service to residents, customers, and stakeholders.

Advantage was founded in 1998 by skilled registered nurses, to provide motivated, highly trained, professional, reliable temps to hospitals, clinics, municipalities, out-patient surgical centers, school districts, home health, and flu/vaccination clinics.

We are locally owned and operated and are privileged to provide employment to several hundred Oregon residents.

**NOTE:** All of the temporary staff placed with Clackamas County are local residents.

Our service delivery team includes:

Michael Montana, RN, BSN, MPA, CEO/Owner

Richard B. (Rick) Evans, COO/Owner

Teisha Taylor, Director of Operations

Beth Dorais, Staffing Specialist

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

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

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

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

Oversight/Contracting:

Michael J. Montana, RN, BSN, MPA. Michael is a registered nurse with extensive patient care experience in Med/Surg, ICU, and ER, and was part of the National Surgical Risk Management Program representing the Portland VA Center.

Richard B. Evans. Rick has over 30 years of senior management experience in operations, management, marketing, strategic planning, customer service, P&L, recruiting, hiring, and training.

Credentials of key Healthcare professionals (RN, LPN, CMA, Phlebotomist) assigned to the County:

All staff assigned to Clackamas County will have at a minimum:

- BLS certified by American Heart Association.
- Background check, National, State, and County going back 7 years.
- Drug testing, including marijuana.
- Core competency testing.
- Medication competency testing.
- Valid driver's license.
- Proof of driving record that meets Clackamas County Driving Policy.

Detailed credentialing information is on pages 5 & 6.

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

In addition to Clackamas County, Advantage Nurse Staffing is contracted to provide temporary medical staffing services to Clark County in Vancouver, WA. Duties of assigned staff include case investigation, education, telephone triage, record keeping, education, and data entry, in remote or on-site work environments.

We are also providing temporary medical staffing services to Springdale Job Corps Center in Troutdale and Pivot Job Corps Center in Portland.

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

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

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

**NOTE:** According to our records, we placed 63 RNs, 3 LPNs, and 18 CMAs with Clackamas County.

Advantage Nurse Staffing maintains a large active pool of Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, Certified Nursing Assistants, and Phlebotomists, with experience in the following areas:

Public Health	Vaccine Administration	Flu Clinics
Testing	Training/Education	Contact Tracing
Advice Nursing	Remote Health Delivery	Telephone Triage
Case Management	Advice Nursing	Home Health
Pediatrics	Emergency Room	Clinics / Mobile Clinics
Supervisors/Leads	Intensive/Critical Care	Prevention/Rehab
Labor & Delivery	Teaching	Infection Control

We will meet the requirements outlined in Scope of Work 3.3, as follows:

**3.3.2 Work Schedule.** Standard hours are M-F, up to 40 hrs/wk. Services need to be available seven (7) days a week, to include evenings, weekends, and holidays. Overtime must have County approval.

**NOTE:** All staff submitted understand and are used to off-hours coverage as needed.

**Public Health Division.**

Contracted staff are briefed before assignment to quantify their skills in managing technology for remote work environments, and assessed for their phone/verbal/email/text communication skills.

They will be qualified to participate in the effort to reduce the transmission of communicable diseases for any / all the following as needed:

- Screen and consult for vaccine eligibility.
- Administer peds/adult vaccines & provide education.
- Interview confirmed cases; isolation instructions; refer to support services.
- Interview exposed persons re: symptoms, quarantine instructions.
- Testing, treatment options, post-exposure prevention.
- Workplace education and guidance regarding exposure.
- Contact investigation, education, record keeping, data entry.
- Understand and follow Guidelines for OHA, CC Public Health, senior medical staff and Health Officer.
- Support emergency operations during a communicable disease response.

**NOTE:** For the nine (9) requirements listed above, all Advantage staff submitted to Clackamas County will have experience in providing those services. We have provided identical services in the past 3+ years to Clackamas County and Clark County.

- Drive/support/staff the Public Health Mobile Clinic Van.

**NOTE:** Advantage will follow the Clackamas County Driving Policy.

Contracted staff will meet the following:

- Excellent communication skills; verbal, phone and email.
- Travel to mobile clinic locations; assist with setup and breakdown.
- Provide trauma-informed and culturally competent care.
- Be proficient in the use of interpretive services, in-person and virtual.
- Active, valid driver's license, personal auto insurance, and proof of driving record that meets Clackamas County Driving Policy.
- Skilled at managing tech software: MS Suite, Teams, Zoom, EPIC, and database software.  
**NOTE:** Advantage will screen candidates for cultural competency, interpretive services, and ability to use required tech software. A cultural competency assessment is part of the credentialing process.

### **Health Centers Division:**

Contracted staff will meet the following:

- Perform in a wide variety of journey-level nursing assignments, using independent judgment and skill, and accepted current nursing techniques.
- Implement program activities according to accepted health center policies and standards.
- Handle complex and difficult processes and diagnoses that require independent judgment and skills, with little or no supervision.  
**NOTE:** Our licensed/certified temporary medical staff have the training and experience to provide high-level healthcare services as outlined above.
- Provide full range of general, professional nursing duties under the direction of a clinic/program manager, physician, nurse practitioner, or certified nurse midwife.
- Assignments and duties may be general in a broad program or clinical area or specific in scope.
- Promote and ensure high quality, evidence-based infection control practices.
- Teach preventative and rehabilitative care and techniques to patients.
- Provide direct patient care and treatment when necessary.
- Provide triage, assessment, testing and patient education.  
**NOTE:** Our temporary medical staff are experienced in moving into new environments, learning quickly, integrating with the team, adapting readily from routine duties to highly specific care, and responding to changing needs of the organizations to which they are assigned. They orient quickly to client policies and procedures.

### **Other Requirements:**

- Possession of a license to practice as a registered nurse in Oregon.  
**NOTE:** We do primary source verification of all licenses, on initial hire, and every 6 months thereafter.
- Certified Medical Assistants must be certified by the American Association of Medical Assistants (AAMA).  
**NOTE:** In addition to the AAMA, there are three (3) highly respected professional associations which we use that also certify Medical Assistants. The County approved these in 2020: National Center for Competency Testing (NCCT), American Medical Technologists (AMT), and National Healthcareer Association (NHA). We ask that certification from these associations be approved.



- Basic Life Support from American Heart Association, Red Cross or Health and Safety Institute.  
**NOTE:** We require BLS from American Heart Association (AHA).  
 For Emergency Department RNs we require AHA BLS (Basic Life Support), AHA ACLS (Advanced Cardiac Life Support), AHA PALS (Pediatric Advanced Life Support), NIHSS (Stroke), and TNCC (Trauma Nursing Core Course).
- Successfully pass a criminal history check which may include national or state fingerprint records check.  
**NOTE:** Our background screening covers county and national criminal records search, sex offender, OFAC, GSA/SAM, Alias name search, SS trace, for all counties lived in or worked in, for the past 7 years. A fingerprint records check can be included if necessary.
- Successfully pass pre-employment drug screen to include marijuana.  
**NOTE:** Our pre-employment drug screen includes marijuana.
- Successfully pass a driving screen upon County’s request.  
**NOTE:** Agreed.
- Ensure that each placed staff is covered under Contractor’s Medical Professional Liability Policy and Automobile Liability policy.  
**NOTE:** Advantage has professional liability limits of \$2mil/\$5mil and each placed staff is covered under our policy. As additional protection we also require each placed staff to have their own liability policy with limits of \$1mil/\$3mil.

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

We are currently providing the services detailed in the Scope of Work. We listen carefully to understand our clients' needs. Our health care workers know the area very well and can relate to the concerns of our culturally diverse population.

All candidates are personally interviewed, pre-screened, and tested. We strive to attract quality people who love providing professional, personalized healthcare services.

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

Specialty Competency Exam	I-9 Form
Medication Proficiency Exam	Immunizations:
Annual Skills Assessment	TB Initial Hire / Annual TBQ
References /Work History (Verified)	MMR vaccine or Positive Titer
Education (Verified)	Varicella vaccine or Positive Titer
Licensure-Verified - Initial/Every 6 months	Hepatitis B Declination or Positive Titer
Annual Physician’s Statement of Health	Flu vaccine or Declination
Performance Evaluations (every 2 years)	COVID Vaccine
Criminal Background Check/SS Trace / 7yrs	BLS/ACLS/PALS/NIHSS/TNCC
Drug Screen- Initial hire and Random	Annual-OIG, SAM/GSA/OFAC/Sex Offender
Complete Application/Resume	Regular Performance Evaluations

## SCOPE OF WORK – RFP PARA. 5.2

- Describe how the County will access the provided services:
  1. The primary contact person for Clackamas County is Michael Montana. His contact information is:
    - Email: [michael@advantagenursestaffing.com](mailto:michael@advantagenursestaffing.com)
    - Phone/Text: 503-869-3643
    - Fax: 866-422-5515
  2. Additional support will be provided by Teisha Taylor, and Beth Dorais in our staffing center.
    - Email: [staffing@advantagenursestaffing.com](mailto:staffing@advantagenursestaffing.com)
    - Phone/Text: 503-356-8183
    - Fax: 866-422-5515
  3. Requests for staff can be emailed, texted, or phoned. There is also an option to enter needs requests directly into our automated system.
  4. When a request for staff is received, Advantage will email initial profiles of pre-screened, qualified candidates for review and interview by Clackamas County.
  5. When candidates have been selected, the terms of the assignment are confirmed in writing, and the individual can start working.
- Describe how long it typically takes for a placement to occur from the day a request is made to the day the placement starts services:

When we receive a staff request, we will provide pre-qualified initial profiles, usually within 24 hours, for County review and selection. Our current process with the County is 2-5 business days from when we receive candidate selection notification to the start of service.
- Describe the firm’s resolution policies/process if an assignment experiences a problem:

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

**NOTE:** We are committed to continuing a close partnership with the County to help control costs, maintain adequate staffing ratios, deliver high quality healthcare services, and resolve any issues that may arise.
- Describe how the firm conducts criminal background and drug screening checks:
  1. Criminal background checks. We use third-party background check companies to conduct a 7-year review, which includes all states and counties lived in/worked in, multi-court (County, State & Federal) criminal check, and SSN/Address Trace. We search FACIS Level 3, OIG, SAM/GSA/EPLS, OFAC, & NSOPW Sex Offender websites. Any hits are investigated, documented, and may result in no-hire or termination depending on circumstances.
  2. Drug screening. Before placement, every candidate is drug screened. We test upon hire, at client request, and random. Our HCP drug panel screens for 13 substances including marijuana. Our drug-free workplace policy requires post-incident testing and testing for reasonable suspicion. We are 100% committed to maintaining a drug-free workplace and placing drug-free HCPs with our clients.

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

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

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

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

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

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

We have enjoyed a collaborative relationship that has been vital to ensuring that the County's objectives and requirements for healthcare delivery are met. We will jointly determine the frequency and method of contact that is appropriate for the team. Regular, frequent communication via text, email, or phone, from initial request to end of placement, for each medical staff candidate placed with the County is preferable.

For assignments in the Health Centers Division that may occur in off-hours, we will maintain the same high communication level through our centralized staffing center.

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

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

We will follow the Clackamas County billing protocol:

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

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

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

FEES – PER RFP PARA. 5.3

Clackamas County Fee Schedule

<u>Position</u>	<u>Bill Rate</u>
Certified Medical Assistant	\$47
Certified Medical Assistant Lead	\$51
Phlebotomist	\$47
Licensed Practical Nurse	\$55
Registered Nurse-Clinic	\$74
Registered Nurse-Tracers Remote	\$74
Registered Nurse Testing/Training/Vaccinators	\$81
Registered Nurse-Emergency Dept	\$78
Supervisor/Lead RN	\$84

Evenings & Weekends Shift Differential: +\$2/hour.

Overtime (over 40 hours per week) will be billed at the standard of time and one-half. This contract is on an "on-call" or "as needed basis" for Work.

Holiday pay will be billed at the standard of time and one-half for all hours worked on the following holidays:

New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Christmas Day

Buy-Out Fee:

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

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

References – Per RFP Para. 5.5

Dana Nguyen  
Program Manager, Infection Prevention/COVID Response  
Clark County Public Health  
Building 17, 1601 E. 4<sup>th</sup> Plain Blvd, 3<sup>rd</sup> Floor  
Vancouver, WA 98661  
1-360-524-1167  
[Dana.nguyen@clark.wa.gov](mailto:Dana.nguyen@clark.wa.gov)

Long Term:

Holley Tyler, Chief Nursing Officer  
Vibra Specialty Hospital of Portland  
10300 NE Hancock St.  
Portland, OR 97220  
503-257-5500  
[htyler@vshportland.com](mailto:htyler@vshportland.com)

Kathleen Bliss, Staffing Coordinator  
Vibra Specialty Hospital of Portland  
10300 NE Hancock St.  
Portland, OR 97220  
971-429-2517  
[kbliss@vshportland.com](mailto:kbliss@vshportland.com)

Konstantin Chernukhin, Director  
Columbia Pain and Spine Institute /  
Burnside Surgery Center  
689 NW Burnside Rd.  
Gresham, OR 97030  
503-382-8101  
[konstantin@columbiapainandspine.com](mailto:konstantin@columbiapainandspine.com)

Keary O’Leary, Director of Nursing  
Columbia Pain and Spine Institute /  
Burnside Surgery Center  
689 NW Burnside Rd.  
Gresham, OR 97030  
503-382-8152  
[kerryo@columbiapainandspine.com](mailto:kerryo@columbiapainandspine.com)

New in past 36 months:

Sierra Stafford, Administrative Manager  
Sunset Surgical Center /  
The Vu Center for Plastic & Hand Surgery  
15390 NW Cornell Rd, Suite 225  
Portland, OR 97006  
503-601-2915  
[Sierra.stafford@thevucenter.com](mailto:Sierra.stafford@thevucenter.com)

PROPOSAL CERTIFICATION  
RFP #2024-15

Per RFP Para. 5.6

ATTACHED

**PROPOSAL CERTIFICATION**  
**RFP #2024-15**

Submitted by: Advantage Nurse Staffing of Oregon, Inc. an Oregon corporation  
**(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: Richard B. Evans Date: \_\_\_\_\_  
Signature: Richard B Evans Digitally signed by Richard B Evans  
DN: cn=Richard B Evans, o=Care NW Staffing, LLC, ou=VP/COO/  
Managing Member, email=rick@carenwstaffing.com, c=US  
Date: 2024.04.07 12:00:33 -0700 Title: Vice President/Chief Operating Officer  
Email: rick@advantagenursestaffing.com Telephone: 503-432-1383  
Oregon Business Registry Number: 64146088 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: \_\_\_\_\_

CERTIFICATE OF INSURANCE – PER RFP PARA. 3.3.4

Advantage Nurse Staffing Insurance Limits:

Worker’s Compensation:	\$1,000,000
Commercial General Liability:	\$2,000,000 / \$5,000,000
Medical Professional Liability:	\$2,000,000 / \$5,000,000
Automobile Liability:	\$1,000,000 Combined Single Limit

CERTIFICATE ATTACHED





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204  www.bbrown.com	<b>CONTACT NAME:</b> Brown & Brown Northwest <b>PHONE (A/C, No, Ext):</b> 503-274-6511 <b>E-MAIL ADDRESS:</b> coi@bbrown.com	<b>FAX (A/C, No):</b> 503-274-6524
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Advantage Nurse Staffing, Inc. 16420 SE McGillvray, Suite 103-251 Vancouver WA 98683	<b>INSURER A:</b> Houston Specialty Insurance Company	
	<b>INSURER B:</b> QBE Insurance Corporation	
	<b>INSURER C:</b> North American Specialty Insurance Co	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 74768035

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap Liability <input checked="" type="checkbox"/> Employee Benefits Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		AHHSPL000013201	4/16/2023	4/16/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$included GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$Included Employers Stop Gap Liab \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AHHSPL000013201	4/16/2023	4/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WHC0300063	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Health Care Professional Liability (Claims Made)	<input checked="" type="checkbox"/>		AHHSPL000013201	4/16/2023	4/16/2024	2M Each Medical Incident/ 4M Aggregate 2M/4M Retro Date 4/16/2004
C	Cyber Liability			C4LWN120374CYBER2023	1/21/2023	4/16/2024	1M Limit/2500 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to the attached blanket additional insured and waiver of subrogation forms:  
 SKWDMFP0145 01/23; SKWDMFP0145 01/23; SKWDMFP0140 01/23; SKWDMFP0139 01/23;  
 SKWDAH0131 03/21; WC000313

**CERTIFICATE HOLDER**

Clackamas County Personal Services Contract #2638

Clackamas County Procurement Division  
 2051 Kaen Road  
 Oregon City OR 97045

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Miller

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED ENDORSEMENT (WHERE REQUIRED BY CONTRACT)

This endorsement modifies insurance provided under the following:

MEDICAL FACILITIES AND PROVIDERS HEALTHCARE PROFESSIONAL LIABILITY POLICY FORM

First Named Insured: Advantage Nurse Staffing, Inc.	Effective Date:
Policy Number: AHHSPL000013201	Endorsement Number:
Issued by:	

In consideration of the premium charged it is hereby understood and agreed that:

1. Solely with respect to the coverage afforded under Section I. INSURING AGREEMENTS <Insert Applicable Insuring Agreement(s)> of this Policy, the definition of **Insured** shall include any entity(ies) or persons (each, an "Additional Insured"), where there is a written agreement to provide such entity(ies) or person(s) Additional Insured status but solely with respect to any liability arising out of the operations of a **Named Insured**.
2. No coverage will be available under this Policy for that portion of **Loss** or **Defense Expenses** for any **Claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of, or the actual or alleged independent or direct liability of, an Additional Insured.
3. With respect to defense of a **Claim** arising out of the Additional Insured's own acts or omissions and those of a **Named Insured**, this Policy will be primary to, and shall not contribute with, any other insurance available to the Additional Insured. However, this insurance does not provide indemnity on behalf of or for the Additional Insured for its own acts or omissions.
4. An Additional Insured's status as an **Insured** under this Policy shall immediately terminate when the **Named Insured's** agreement to provide such status or obligation to indemnify such Additional Insured terminates.
5. It is understood and agreed that the Additional Insureds as defined in paragraph 1. of this endorsement shall share in the applicable Limits of Liability set forth in ITEM 6 of the Declarations.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY SHALL REMAIN UNCHANGED.

**EXHIBIT C**  
**QSOBAA**

**QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT**  
**Contract #9713 H3S #**

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by and between **Clackamas County, on behalf of its Department of Health, Housing and Human Services, Health Centers Division** (“Covered Entity”) and **Advantage Nurse Staffing of Oregon, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

**RECITALS**

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

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

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

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

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

**Now, Therefore**, the parties hereby agree as follows:

**SECTION I – DEFINITIONS**

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity

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

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

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

#### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

#### **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

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

#### **SECTION VI – TERM AND TERMINATION**

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the

Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible. If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach. Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
  - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

## SECTION VII – GENERAL PROVISIONS

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



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

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

<b>Business Associate</b>	<b>Covered Entity</b>
<i>Advantage Nurse Staffing of Oregon, Inc.</i>	<i>Clackamas County</i>

By: *Richard B. Egan*  
Signature Authority

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

Title: *VP/CEO*

Date: *6-27-24*

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