

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016-33

DATE: February 5, 2016

REQUESTED ACTION:

Clark County Manager approval of Contract HDC.793 between Tabitha Jensen and CCPH and authorization for Public Health Director to sign amendments. This agreement provides for a professional grant-writing consultant to assist with a RFP for HIV Case Management services as well as other future grant opportunities. Remuneration under this grant is \$7,600.

☐ Consent ☐ Hearing ☒ County Manager

BACKGROUND

CCPH currently provides HIV Medical Case Management (MCM) assistance to HIV clients in our community. There are approximately 630 people living with HIV in Clark County. Medical case management helps connect people living with HIV with health services in order to improve and maintain their health and to identify resources to help them be independent. Keeping clients connected to services and adherent to their medication reduces the viral load in the community. This in turn minimizes the risk of HIV transmission.

Funding for HIV MCM is complex and relies on several funding streams. These various funding streams also have varying deliverables and program expectations. In addition, how services are delivered, and to whom, is also changing. The Washington State Department of Health (DOH) is asking HIV MCM organizations to expand outreach, prevention, and the expansion of PrEP in the community (PrEP is a medication/prophylaxis that protects people at risk of HIV exposure). Tabitha Jensen's experience in HIV services and professional connections to HIV policymakers will position us to be more competitive for the DOH HIV funds.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

To make CCPH competitive for this grant, Tabitha Jensen will be reaching out to policymakers, clients, and staff to assure we are meeting the requirements and priorities of the State, as well as our community members and partners. She will help us identify those needs that are unique to our community and assist in producing a response to the RFP that will best serve Clark County.

BUDGET IMPLICATIONS

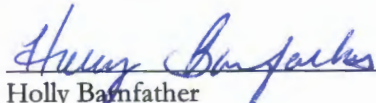
YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Action falls within existing budget capacity.
<input type="checkbox"/>	<input type="checkbox"/>	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
<input type="checkbox"/>	<input type="checkbox"/>	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

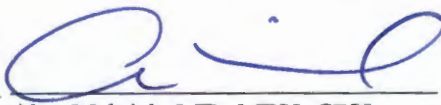
BUDGET DETAILS

Local Fund Dollar Amount	\$ 7,600
Grant Fund Dollar Amount	
Account	1025, Public Health Fund
Company Name	Tabitha Jensen

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


Holly Bamfather
Grants and Contracts


Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Funded by current local public health fund balance.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025 / Public Health Fund Balance		7,600				
Total		7,600				

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025 / Public Health			7,600				
Total			7,600				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		7,600				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		7,600				

CONTRACTOR	AMOUNT	FUND NUMBER	FUNDING SOURCE	HISTORY	
Tabitha Jensen	\$7,600	1025	Local Public Health Funds	Year 2015	\$4,350

Requesting Department: Public Health

Package number: PBH

Package Title: Professional grant writer contract for HIV Case Management grant opportunity

Justification: Clark County Public Health will be applying for a State grant to maintain HIV Case Management services in Clark County. This decision package seeks permission to spend Department fund balance entering into a contract with a professional grant writer to coordinate the grant application process.

Coding

Package number	Fund	Prog	Dept	Basele	Obj	Categ	2015-16 EXP inc / REV dec (DR)	2015-16 EXP dec /REV inc (CR)	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec /REV inc (CR)	Type
	1025	355	706	562351	400	000000	7,600				One-Time
	1025	355	706	308000	000	000000		7,600			One-Time

FTE info[illegible]

Professional Services Contract

Clark County Contract HDC.793

THIS AGREEMENT, entered this 15th day of March 2016, by and between CLARK COUNTY PUBLIC HEALTH, after this called "County," a political subdivision of the State of Washington, and Tabitha Jensen, after this called "Contractor."

WITNESSETH

WHEREAS, County currently receives grant funds that provide HIV Case Management assistance to HIV clients in our community; AND

WHEREAS, County has received notice that an RFP for HIV Case Management will be released in March 2016; AND

WHEREAS, County is seeking a professional grant writing consultant with knowledge or experience in writing Request for Proposals (RFPs) to commence work for an upcoming HIV Case Management RFP, and other possible future County grant opportunities; AND

WHEREAS, the Contractor has been chosen through an informal solicitation, RFA 4608; AND

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

2. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached Statement of Work/Cost Proposal, attached hereto and incorporated herein by this reference as

Exhibit "A".

3. Time. The contract shall be deemed effective beginning March 15, 2016, through December 31, 2016. The contract may be extended upon the mutual written consent of both parties for two (2) one (1) year periods.

4. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to the Statement of Work/Cost Proposal attached hereto and incorporated herein as Exhibit "A", according to the following:

A. Fees paid Contractor shall be at \$100.00 per hour

B. Any travel related costs shall be the responsibility of the Contractor.

C. Total compensation shall not exceed \$7,600.00 without the mutual written consent of both parties.

5. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

6. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

7. Monitoring Cooperation Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this agreement and/or service performed under this agreement, as required by the Code of Federal Regulations, 2 CFR 200.331(5). This shall include contracts and agreements Contractor has with other entities in fulfillment of this Contract.

8. Indemnification / Hold Harmless. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County.

9. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

10. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

11. Contract Documents: Contract documents consist of this agreement, Exhibit "A" State of Work, Exhibit "B", Business Associates Agreements, and Exhibit "C", RFQ 4608 and Proposal. Where provisions of the contract and provisions of the Request for Quote or the quote are inconsistent, the provisions of the contract shall be controlling.

12. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

13. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

14. Public Records Act: Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to

maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer.

15. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

16. Confidentiality. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act.

17. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of

services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

18. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

19. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

20. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

21. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

22. Insurance. The Contractor shall provide to County prior to the term of this Agreement, current certificates of insurance which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability insurance in the amount of \$1,000,000.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Approved:
TABITHA JENSEN

Approved:
CLARK COUNTY MANAGER

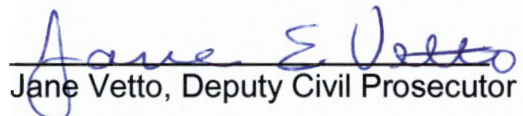
Tabitha Jensen

Mark McCauley

Date _____

Date _____

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney


Jane Vetto, Deputy Civil Prosecutor

Date 2/10/16

Exhibit A Statement of Work

The ADAP HIV Case Management RFP will be released in March 2016.

- CCPH and the selected contractor will schedule a kick off meeting as soon as possible once the RFP is received.
- CCPH and Contractor will review the progress of the application weekly at a minimum.
- The anticipated proposal due date is May 2016
- The Contractor will submit the final RFP to CCPH (1) one week prior to the deadline.

> Cost reimbursement @ \$100 per hour; approximately 50 to 76 hours, not to exceed \$7,600

Task	Approximate Hours	Approximate Cost
Part I: RFQ Document Review & Preparation		
Review of RFQ materials in preparation for grant writing and grant editing support and any other CCPH-assigned documents	Average Pages of Technical Text Reviewed Per Hour: 25	\$800 – \$1000
	Pages to Review: ~200	
	Total 8 to 10 hours	
Participate in semi-weekly telephone meeting(s) and weekly in-person status meeting with designated representatives of Clark County Public Health:	Meeting prep: 6-8 hours	\$1,200 – \$1,600
<ul style="list-style-type: none"> • Review issues of project status • Discuss strategy of messaging 	Meeting(s):	
<ul style="list-style-type: none"> • Feedback on content on writing style • Interviews with front-line staff to verify content of service delivery narratives 	<ul style="list-style-type: none"> • 6-8 telephone meetings; 2-4 in-person meetings 	
	Follow-up: 6-8 hours	

Part II: RFQ Grant writing and Grant Editing		
<ul style="list-style-type: none"> Facilitate, review, and edit RFQ Work closely with CCPH staff in developing and transforming ideas into grant proposal narratives Knowledge of Ryan White programs and grant guidelines Ability to codify ideas into coherently written text Ability to maintain client-level and program-level confidentiality Ability to meet deadlines as a remote contractor Knowledge of and adherence to HIPAA and Health Information Privacy Standards 	Estimated time grant writing; 20-30 hours	\$3,000 – \$5,000
	Estimated time grant editing: 10-20 hours	
	Total 30 - 50 hours	

Exhibit B
BUSINESS ASSOCIATE AGREEMENT
Between
TABITHA JENSEN
And
CLARK COUNTY PUBLIC HEALTH

This Business Associate Agreement for dental services, dated as of June 1, 2015 is entered into between **Clark County Department of Public Health** and **TABITHA JENSEN**.

Recitals

A. Business Associate provides certain legal services to Covered Entity (the “Services”) which sometimes may involve (I) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required By Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in

such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business

Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to 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.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will 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 Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the "Federal Drug and Alcohol Regulations") in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services

Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate's employees and agents will maintain Covered Entity's patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate's employees and agents will comply, as applicable, with the limitations on disclosure, redisclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate's employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be

unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: Clark County Department of Public Health
Attn: Kathy Smith, Contracts and Grants
PO Box 9825
Vancouver, WA 98666-8825

If to Business Associate: Tabitha Jensen
1948 SW River Square
Portland, OR 97201

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on the date first written above.

Exhibit C
RFQ 4608 and Proposal



RFQ # 4608
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

Request for Quotation for:

Professional Grant Writing Consultant

QUOTATION DUE: January 21, 2016 3:00 p.m.

E-mail or Mail Proposal to:

Contracts and Grants
Clark County Public Health
P.O. Box 9825
1601 E Fourth Plain Blvd.
Vancouver, Washington 98661
(360) 397-8000 ext. 7201
CntyHealthGrantContract@clark.wa.gov

Refer Technical Questions to:

Project Manager:
Janis Koch
Program Manager, HIV Case Management
Janis.Koch@clark.wa.gov

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL quotations submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the quotation submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the quotation. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFQ.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All quotations submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a quotation must certify that each company or agency of the consortium can meet the requirements set forth in the RFQ.

COST OF QUOTATION & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the quotation submitted. Therefore, the quotation should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFQ. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water

contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this quotation, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored quotations.

INTERLOCAL AGREEMENT - Clark County has made this RFQ subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFQ. Each public agency wishing to utilize this RFQ will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFQ does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFQ, or to procure or contract for services or supplies.

LATE QUOTATIONS - A quotation received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose quotations are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The quotation shall warrant that the costs quoted for services in response to the RFQ are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF QUOTATIONS - Clark County reserves the right to accept or reject any or all quotations received as a result of this RFQ, to negotiate with any or all prospective contractors on modifications to quotations, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFQ if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this quotation may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the quotation. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL QUOTATIONS: Verbal quotations will not be considered in making the award of any contract as a result of this RFQ.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS

Clark County ADA Office; V (360) 397-2025;

TTY (360) 397-2445; ADA@Clark.wa.gov

Request for Quotations

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Part I Quotation Requirements

Section IA

General Information

1. Introduction

Clark County Public Health is seeking a professional grant writing consultant. The ideal consultant will have knowledge or experience in writing RFP's for HIV Case Management and Public Health.
2. Background

There are approximately 630 people living with HIV in Clark County. Medical case management helps connect people living with HIV with health services in order to improve and maintain their health, and identify resources to help them be independent.

The Clark County community is centered in Vancouver, Washington. Clark County is located in the southwest area of Washington state and borders Cowlitz and Skamania counties, as well as Oregon.
3. Scope of Project

Clark County Public Health intends to procure professional grant writing services to commence work in applying for an upcoming HIV Case Management RFP, and other possible future Public Health grant opportunities.
4. Project Funding

Available funding for these activities will vary per application or proposal. Contracts awarded as a result of this solicitation will be based on an hourly rate with a not to exceed amount.
5. Timeline for Selection

The following dates are the intended timeline:

Final amended RFQ	1/16/16
Quotations due	1/21/16
Initial Screening	1/21/16
Quotation review and evaluation period	1/25/16 – 1/27/16
Selection committee recommendation	1/27/16
Apparent award notification	1/27/16
Contract negotiation/execution	1/28/16

Section IB

Work Requirements

1. Required Services

The awarded contractor selected for this project should have prior experience writing proposals for Public Health, and preferably HIV Case Management.

The awarded contractor will; generate Proposals and supporting documents in response to solicitations when requested by Clark County Public Health, maintain excellent communication, and allow enough time to gather and provide necessary supporting documentation.
2. County Performed Work

The County will provide a contact person and requested supporting documentation as required to successfully respond to solicitations.
3. Deliverables & Schedule

The ADAP HIV Case Management RFP will be released approximately mid-January.

 - CCPH and the selected contractor will schedule a kick off meeting for the 1st week in February to discuss details and determine an action plan.
 - CCPH and contractor will review the progress of the application weekly at a minimum.
 - The anticipated proposal due date is April 2016.
 - Contractor will submit the final RFP to CCPH (1) one week prior to the deadline.
4. Place of Performance

Meetings will occur at Clark County Public Health offices (1601 E. Fourth Plain Blvd., Vancouver, Washington 98661) as needed. Work is performed at contractor's facility.
5. Period of Performance

An agreement awarded as a result of this RFQ will be for (1) one (12) twelve month period. Clark County reserves the right to extend the contract resulting from this RFQ upon mutual written consent for (2) two consecutive (12) twelve month periods, with the same terms and conditions.
6. Insurance/Bond

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest

equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's Rating of A-VII or better.

Part II Quotation Preparation and Submittal

Section IIA Pre-Submittal Information

1. Quotation Clarification Questions and Requests for Clarification regarding this Request for Quotation must be directed writing, via email, mail to the person listed on the cover page. The deadline for submitting such questions/clarifications is January 16, 2016. An addendum will be issued no later than January 2016 to all recorded contractors of the RFQ if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their quotation.

RFQ 4608 Professional Grant Writing Consultant Questions and Responses PDF can be found under Procurement Solicitations at the following link:

<https://www.clark.wa.gov/public-health/procurement-solicitations>

Section IIB Quotation Submission

1. Quotations Due Quotations may be emailed or mailed and must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. RFQ Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered a responsive quotation.

2. Quotation All submittals will be evaluated on the completeness and quality of the content. Only those Proposers' providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures and company information should be included with the submission.

Section IIC Quotation Content

1. Cover Sheet Attachment A shall be used as the Cover Sheet for the quotation.
2. Project Team Describe your project team, job descriptions, roles and responsibilities.
3. Respondent's Capabilities Include work history, resumes, education and experience for the company and project team members.
4. Project Approach and Understanding Define the implementation plan including key milestones, deliverables and time frames; and

Provide a brief summary of your understanding of providing Public Health and HIV Case Management services to the community; and

Will you be able to meet the proposal review deadlines stated I B 3. Deliverables & Schedule?

5. Proposed Cost

Please provide your hourly rate and the average number of hours you typically spend on a proposal.

Part III Quotation Evaluation & Contract Award

Section IIIA Quotation Review and Selection

1. Evaluation and Selection:

Quotations received in response to this RFQ will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to Clark County Manager.

2. Evaluation Criteria Scoring

Clark County reserves the right to modify this schedule at the County's discretion. Proper notification of changes to the due date will be made to all contractors listed on the plan holder's list.

Initial Screening will be completed by at least one member of the Grants and Contracts team and include:

- 1) Was the application received on time?
- 2) A screening for eligibility, which includes a search for debarment at the System for Award Management.
- 3) Program Manager completes initial screening to determine if the proposal is complete, obtains the correct format (if specified in RFQ), and whether or not it meets all other specifications laid out in the RFQ.

You will be notified by e-mail if your application does not pass this initial screening process, prior to the review committee receiving applications.

Each quotation received in response to the RFQ will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

Quotation approach/quality	20
Creativity / Experience	20
Work history / Examples	40
Cost	20
Total Points	100

Section IIIB

Contract Award

1. Consultant Selection

Responsive quotes that meet all of the requirements specified will be evaluated by a committee and scored according to the criteria in Section IIIA.

Contract negotiations shall commence with the highest scoring Quotation. Should the County not reach a favorable agreement with the highest scoring Quotation, the County shall terminate negotiations and may commence negotiations with the second highest scoring Quotation and so on until a favorable agreement is reached.

2. Contract
Development

The quotation and all supporting documentation provided by the successful Vendor shall be incorporated as an Exhibit in any contract resulting from this RFQ.

Attachment A**COVER SHEET****General Information:**

Legal Name of Applicant/Company/Agency _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____ Email address _____

Tax Identification Number _____

ADDENDUM:Proposer shall insert number of each Addendum received. If no addendum received, please mark
"NONE".

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

NOTE: Failure to acknowledge receipt of Addendum may render the quotation non-responsive.

- Does the quotation comply with the requirements contained within the RFQ?
A "No" response may disqualify the quotation from further consideration.

☐ Yes ☐ No

- Did outside individuals or agencies assist with preparation of this quotation?

☐ Yes ☐ No (if yes, describe.)****Total Funds Requested Under this Quotation \$ _____**

I certify that to the best of my knowledge the information contained in this quotation is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Signature

Date

Proposal follows.

RFQ #4608

Professional Grant Writing
Consultant Clark County Public
Health
HIV Case Management

Section IIC Quotation Content

1. Cover Sheet - Attachment A shall be used as the Cover Sheet for the quotation

See attached "Cover Sheet".

2. Project Team - describe your project team, job descriptions, roles and responsibilities

All duties will be the responsibility of the applicant, Tabitha Jensen, as an individual sole proprietor. The applicant offers consulting services to public, private, and nonprofit sector organizations based on a 20+ year work history that spans all three sectors. For additional work experience and academic credentials, please see attached resume.

3. Respondent's Capabilities - include work history, resumes, education and experience for the company and project team members

See attached resume.

4. Project Approach and Understanding

a. Define the implementation plan including key milestones, deliverables and time frames

An implementation plan, specific deliverables, and time frames will be developed in cooperation with the Clark County Public Health HIV Program management team based on timelines prescribed in the Request for Quotation (RFQ), to be released by the Washington State Department of Health at a later date. Additionally, applicant will work in partnership with the Clark County Public Health HIV Program management team to establish key collaborators and level of autonomy in content development and editing.

Work will be broken out in two stages: 1.) RFQ Document Review & Preparation and 2.) RFQ Grantwriting and Grant Editing.

b. Provide a brief summary of your understanding of providing Public Health and HIV Case Management services to the community

Applicant's nonprofit work history spans 10+ years and includes direct service, middle management, and executive roles working for organizations that specialize in services for

people living with HIV and AIDS (PLWHA). This experience not only spans a diverse range of focus areas, which include meals and nutrition, housing, prevention and education, medication adherence, youth development, healthcare access, and case management, but also involved local, state, and national public policy and advocacy work specific to issues relevant to PLWHA.

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Consultant Clark County Public
Health
HIV Case Management

Additionally, the applicant has a strong understanding of public health models and how social determinants of health influence HIV prevention, transmission, and overall quality of life for PLWHA in Clark County. Consequently, the quality of work proposed will not only satisfy technical requirements but also provide informed perspectives and the ability to offer strategic and equity-focused RFQ responses.

Specifically related to grantwriting efforts, applicant has successfully co-authored HIV and AIDS service and/or healthcare access grants for Lifelong AIDS Alliance, Teen Feed, and Clark County Public Health for award amounts ranging from \$80,000 - \$26M. As of date, applicant’s success rate for proposals of this nature is 100% (6/6).

**c. Will you be able to meet the proposal review deadlines stated I B 3.
Deliverables & Schedule?**

Yes.

5. Proposed Cost - please provide your hourly rate and the average number of hours you typically spend on a proposal

! Cost reimbursement @ \$100 per hour; approximately 50 to 76 hours, not to exceed \$7,600

Task	Approximate Hours	Approximate Cost
Part I: RFQ Document Review & Preparation		

Review of RFQ materials in preparation for grantwriting and grant editing support and any other CCPH-assigned documents	<p>Average Pages of Technical Text Reviewed Per Hour: 25</p> <p>Pages to Review: ~200</p> <p>Total 8 to 10 hours</p>	\$800 – \$1000
<p>Participate in semi-weekly telephone meeting(s) and weekly in-person status meeting with designated representatives of Clark County Public Health:</p> <ul style="list-style-type: none"> • Review issues of project status • Discuss strategy of messaging 	<p>Meeting prep: 6-8 hours</p> <p>Meeting(s):</p> <ul style="list-style-type: none"> • 6-8 telephone meetings; 2-4 	\$1,200 – \$1,600

Tabitha A. Jensen

1948 SW River Square
Portland, Oregon 97201

206.9027996
tabitha.jensen@gmail.com

EDUCATION

MBA, *Concentration in Nonprofit Management*, Maryhurst University (2009)
BA, *Interdisciplinary Studies (Pre-Law/Communication Studies)*, Maryhurst University (2007)
Certificate, 35-hour PMP Project Management Training, King County Government & City University (2014)
Certificate, *Strategic Management for NPO/NGO Leaders Program*, Harvard Kennedy School (2013)
Certificate, *Performance Measurement (PMNO) Program*, Harvard Business School (2010)
Certificate, *Nonprofit Management Institute*, Stanford Graduate School of Business (2009)
Certificate, *Mediation & Alternative Dispute Resolution*, Maryhurst University (2007)

PROFESSIONAL PROFILE

Leadership & General Management

- Experience managing and developing up to 19 management direct-reports and indirect management of 1500+ volunteer staff
- Fosters effective teamwork between the Board and Executive Director and between the Executive Director and staff team
- Passionate commitment to servant leadership principles, supporting the continuous growth of people
- Responsible for leading union contract bargaining, nurturing labor and management relationship, and preparing responses to formal union requests and grievances; 100% grievance resolution rate
- Legal expertise exhibited in preparation of responses to EEOC, unemployment, and civil actions
- Experience managing in corporate, government, and nonprofit environs

Strategic Planning, Organizational Development, & Project Management

- Leader in organizational change; focus on "positive conflict" and collaborative exchanges
- Highly skilled in the development and acquisition of diversified funding streams
- Expertise in change management and strengthening organizational culture, values, and people
- Experience working with Lean and Six Sigma value mapping and process improvement methodologies
- Expert ability assessing and responding to external demands for accountability
- Responsible for development and maintenance of client databases; data integrity specialist
- Advanced skill in the design, facilitation, and implementation of full strategic plans

Conflict Resolution, Negotiation, & Fundraising

- Confident fundraiser, ranging from direct mail efforts to major donor development and stewardship
- Tenacious ability to enhance organizational profile in the community via print/broadcast/digital media, social networking, and representation at fundraising events and other stakeholder forums
- Certified Mediator; advanced skill deescalating and reaching consensus with staff, clients, vendors, etc.
- Experience advocating for equitable and sound public policy statewide, from grassroots efforts and community organizing to legislative presentations and testimony on local, state, and national level
- Ability to negotiate settlements and cost reductions in contracts and commercial loans and leases
- Successfully authored multiple successful RFP (grant) bids with award amounts of \$25M+

Operations Oversight

- Experience providing annual budget preparation and fiscal control for programs up to \$26M
- Responsible for approval of program expense reports and negotiation of vendor agreements
- Senior-level management of all Human Resources, Facilities, and IT matters for up to 4 physical plants
- Routine review of monthly financial statements, periodic audits, and annual IRS 990 preparation with necessary follow-up on areas of concern
- 14 years of commercial and consumer banking experience, ranging from originations, underwriting, and servicing to loss mitigation, foreclosure, remarketing, and litigation

RELEVANT WORK HISTORY

owner | principal (self employed consultant)

novitas solutions nw

August 2015 – current

Duties: novitas solutions nw provides support for businesses, nonprofits, and governmental agencies with an intentional emphasis on social justice, philanthropy, and cross-sector collaboration. Services include project management; strategic planning; public & private grant prospecting and grant writing; mediation and alternative dispute resolution; and program evaluation. Specialization and interest in assisting organizations seeking to positively impact healthcare access, housing instability, food scarcity, and youth in need.

Executive Director (14 staff; \$1.2M annual budget)

Teen Feed

April 2013 – August 2015

Duties: Teen Feed responds to the most basic needs of homeless youth in Seattle, Washington by providing nutritious meals, healthcare access, street outreach, and other supportive resources to homeless and street-involved youth 365 days a year in Seattle, Rainier Beach, and Auburn. Responsible for building, leading, and managing an effective staff team and 800+ community volunteers. Oversaw development and monitoring of the annual operating budget and financial reporting. Served as an articulate and compelling spokesperson and fundraiser for Teen Feed and its work. Identified alternative revenue streams for programming and increased the agency's service revenue by 180% within 24 months. Conceived, secured funding for, and launched a new healthcare access program (Youth Access to Care) that leverages Medicaid expansion in Washington State to the benefit and improved health of homeless youth in Seattle.

Senior Director of Healthcare Access (15 staff; \$26M annual budget)

Lifelong AIDS Alliance

August 2012– April 2013

Duties: Participated as a member of the Lifelong AIDS Alliance senior leadership team. Drove development of program opportunities to ensure persons with HIV and other chronic conditions access needed healthcare, mental health & psychosocial services, and other needed interventions to maximize health outcomes. Agency liaison with governmental bodies such as the Washington State Department of Health & Health Care Authority and statewide Medicaid Managed Care Programs; built and maintained relationships and ongoing communication with community partners, key policy makers, and other key local and state authorities. Senior administrator of the Washington State Department of Health HIV Insurance Benefits Management Program (known as the Evergreen Health Insurance Program or EHP) contract. Senior-level oversight of the agency's Information Technology Department.

Director of Human Resources & Administration (22 staff; \$2M budget)

Lifelong AIDS Alliance

April 2011– August 2012

Duties: Responsible for the maintenance and delivery of cost-efficient and user-friendly operations throughout the organization. Tasked to develop, implement, and maintain technology and communication infrastructure to support organizational needs. Directed the interpretation and application of established HR policies and practices throughout agency and ensures resolution of employee relations issues. Established and maintained relationships with contractors and equipment suppliers; negotiates with vendors to ensure cost-effective purchasing decisions. Oversaw the Lifelong AIDS Alliance Thrift Store retail operations. Ensured implementation of volunteer policies and programs including recruitment, selection, retention, legal compliance, volunteer benefits, volunteer and staff relations, procedures, and volunteer recognition.