

RFP #851

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, MARCH 1, 2023 DUE DATE: WEDNESDAY, MARCH 29, 2023 by 1:30 pm

Request for Proposal for:

TEMPORARY HEALTHCARE STAFFING

SUBMIT:

One (1) Original One (1) Flash Drive

of the Proposal to:

Shipping Method of your Choice or Hand Delivery

Clark County

ATTN: Office of Purchasing 1300 Franklin Street, 6th Floor, Suite 650

Vancouver WA 98660

564-397-2323

United States Postal Service

Clark County

ATTN: Office of Purchasing

PO Box 5000

Vancouver WA 98666-5000

564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

Refer Questions to Project Manager:

Roxanne Wolfe
Deputy Director, Public Health
Roxanne.Wolfe@clark.wa.gov
564-397-8231

^{**}Proposals must be delivered to the Purchasing office - No Exceptions

^{**}Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.

^{**}Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name

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 proposals 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 proposal 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 proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

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.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals 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 proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & 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 proposal submitted. Therefore, the proposal 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 RFP. 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 Opportunity Plan 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 https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, 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 proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP 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 RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal 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 proposals 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 proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

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.

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

SUBCONTRACTING - No activities or services included as a part of this proposal 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 proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

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: 564-397-2322

ADA@clark.wa.gov

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Part I Proposal Requirements

Section IA	General Information			
1. Introduction	Clark County Public Health invites temporary staffing agencies (Agency) to submit proposals for assisting the department with temporary healthcare staffing needs. Proposals should be prepared with concise descriptions of the Agency's ability to satisfy the requirements for the County's Request for Proposal (RFP).			
	If your company contact details <u>are not</u> on the Plan Holder List at			
	https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.			
	Proposers shall respond to all sections to be considered.			
	Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal 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.			
2. Background	Clark County Public Health is soliciting sealed proposals for the purpose of providing temporary healthcare staffing services described under the "Scope of Project" section below. Clark County Public Health anticipates entering into contracts with one (1) or more qualified temporary staffing agencies. The Agency(s) agree to supply temporary healthcare staffing services at competitive predetermined rates and are able to meet the department's requirements during the term of the contract. Clark County Public Health does not guarantee any minimum or maximum amount of work. The Agency(s) must be able to supply the county with diverse, qualified staff.			
Scope of Project	Clark County Public Health is seeking proposals for temporary licensed healthcare staffing with the following qualifications and requirements:			
	Current WA state license (RN, LPN, MA, CAN) in good standing, documented by Agency.			
	Professional reference checks completed and verified by Agency.			
	 Preferred 1-year of foundational experience, verified work history and a minimum of 1 – 2 years specialty experience as needed, documented by Agency. 			
	Current Healthcare provider CPR/BLS certifications, documented by Agency.			
	OSHA / HIPPA training, documented by Agency.			
	Active driver's license, verified and documented by Agency.			
	Criminal background check, completed and documented by Agency.			
	 Employee health screening, completed and documented by Agency: Pre-employment physical (fit for duty) 			
	o TB screenings, current fit testing, drug screen			

- Documented current vaccinations as required by Clark County Public Health policy (see Attachment E)
- Current completed written exam / competency skills checklist from the Agency.
- Specialty skills may also be covered by the Agency and would need to be verified by Clark County Public Health within the first week of assignment.

Agency staff will be required to meet the job description and licensure / certification requirements for the program(s) to which they will be assigned.

Examples of duties may include, but not limited to:

- Infectious disease outbreak investigation and response.
- Support for surge capacity and unanticipated extended vacancy positions for a longterm absence that will impact operational capacity – e.g., TB / STI.
- Provide direct, professional nursing care to a specified population of patients in the Public Health setting.
- Perform evaluation of new and existing patients to determine priority and suitability of treatment and / or need for modifications.
- Maintain confidentiality of patient records (required).
- Perform specialized nursing procedures related to the unique needs of a particular patient population.
- Oversee and guide the work of other nursing and support staff.
- Provide maternal child health case review and field visits.

Examples of knowledge required for Agency staff may include, but not limited to:

- Knowledge of accreditation and certification requirements and standards.
- Knowledge of patient evaluation and triage procedures.
- Knowledge of clinical operations and procedures.
- Conduct analysis and formulate conclusions.
- Identify occurrences, reservoirs, incubation periods, periods of communicability, modes
 of transmission, signs and symptoms, and susceptibility associated with the infectious
 disease process.
- Interpret laboratory and diagnostic tests.
- Differentiate between colonization and infection.
- Knowledge of nursing theory and practice.

- Must protect the privacy and security of protected health information as defined in state and federal law.
- Effectively use a personal computer, Microsoft Office software, email, and internet to accomplish job functions.
- Effectively and respectfully work with persons from diverse backgrounds including age, color, religion, national or ethnic origin, socioeconomic status, physical characteristics, sex, sexual orientation, gender identity, gender expression, marital status, veteran status, health status, genetic predisposition, political belief, mental, or physical ability.
- Accurately document in the record interventions and outcomes.

4. Project Funding

Identify current or anticipated funding: (Example below)

The annual temporary staffing expenses will vary based on our needs. We've included our most recent approximate annual temporary staffing expenses below:

- 2022: \$50,000.00 general temporary staffing
- 2022: \$662,500.00 related to COVID-19 activities
- 2021: \$140,600 general staffing
- 2021: \$2,254,850.00 related to COVID-19 activities
- 2020: \$111,150 general temporary staffing
- 2020: \$3,003,000.00 related COVID-19 activities
- 2019: \$248,000.00 general
- 2019: \$15,100.00 related to Measle activities

Clark County Public Health will not guarantee any minimum or maximum amount of work.

Title VI Statements

Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.

5.	Timeline for Selection	The following dates are the <u>intended</u> timeline:		
		Pre-Submittal Meeting	March 13, 2023	
		Proposals Due	March 29, 2023	
		Proposal Review / Evaluation Period	March 27 – April 4, 2023	
		Selection Committee Recommendation	April 5, 2023	
		Contract Negotiation / Execution	April 6 – 30, 2023	
		Contract Intended to Begin	May 1, 2023	
6.	Employment Verification	To be considered <u>responsive</u> to this formal Clark County RFP, all proposers shall submit before, include with their response or within 48 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each subcontractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: https://www.dhs.gov/E-Verify How to submit the MOU in advance of the submittal date: 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or; 2. E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov Note: Sole Proprietors shall submit a letter stating exempt.		

Section IB	Work Requirements
Required Services	The Agency(s) must be able to supply diverse, qualified staff to fill healthcare positions. Failure of the successful Agency(s) to provide qualified applicants or to adhere to reporting or other requirements of this proposal may cause cancellation of the contract.
	Benefits: It is the responsibility of the Agency(s) to provide benefits (health or life insurance, holiday pay, etc.). for agency staff assigned to Clark County Public Health.
	 Experience/Qualifications: The Agency(s) must supply healthcare personnel with qualifications and/or experience as outlined in the descriptions specified by the Clark County Public Health program's staffing request.
	 Clark County Public Health reserves the right to obtain services from an alternate provider if the Agency is unable to readily meet the temporary healthcare staffing needs per the request.
	 On-Call Requirements: Agency(s) must be able to provide qualified temporary healthcare staffing for immediate short-term needs (less than 30 calendar days) within 24 hours of notification, unless additional specialized qualifications required by Clark County Public Health would prohibit adequate staffing within 24 hours or as otherwise agreed in writing.
	 For assignments of more than 30 calendar days, the Agency(s) must be able to provide a diverse, qualified applicant pool from which Clark County Public Health can interview and select a candidate to fit their needs within two (2) business days from the time of request.
	The interview/selection process will be completed at the Clark County Public Health's discretion. Clark County Public Health reserves the right to obtain services from an alternate provider if these requirements are not met.
	Scheduling:
	If Clark County Public Health changes or cancels a scheduled shift less than two (2) hours prior to the start of a shift, Clark County Public Health will pay each canceled contract staff member four (4) hours at the established fee for each scheduled staff.
	 Subject to prior written notification to the Agency(s), Clark County Public Health may reassign Agency(s) staff to a different unit, facility, or to a different staff classification within the department if staff satisfy the requisite specialty qualifications.
	Clark County Public Health will provide the Agency(s) staff with additional orientation regarding the reassigned job duties as necessary.
	 If Agency(s) staff are reassigned to a classification that has a different reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification will be paid for as long as the staff continues to work in that classification.
	Performance/Terminations: If Clark County Public Health concludes, in its sole discretion, that any contract staff have engaged in misconduct, or have been negligent, Clark County Public Health may

require the contract staff to leave the premises and will notify the Agency immediately in writing, providing in reasonable detail the reason(s) for such dismissal.

- Clark County Public Health may request the dismissal of any contract personnel for any reason. CCPH agrees to notify the Agency of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal.
- Clark County Public Health will compensate the Agency for all staff hours worked prior to staff dismissal.
- Agency(s) will ensure the return all allocated Clark County Public Health owned equipment within 24 hours of termination of staff contract unless specific agreements are made with Clark County Public Health and the Agency(s) on a case-by-case basis.
- Fees for mailing equipment will be covered by the Agency(s) or Agency staff member.
- All items returned via mail (shipping) must be shipped with proof of insurance.

Continuity of Service:

- It shall be the Agency(s) responsibility to ensure continuity.
- Should an Agency staff be absent for a specific contract period, it shall be the Agency(s)
 responsibility to replace the staff who is absent, at no additional cost to Clark County
 Public Health.

Billing Rates/Processes/Reporting:

- The Agency(s) will cover all costs of travel for Agency(s) staff placed with Clark County Public Health
- The Agency(s) shall provide accurate, concise and timely invoices.
- Agency staff placed with the Clark County Public Health must turn in time sheets to the Agency within seventy-two (72) hours after the end of the most recent work week.
- The Agency(s) shall provide one (1) invoice for all services rendered during the prior work week, clearly stating the agency staff's name, hours worked, and reimbursement rate, billed to the Clark County Public Health within five (5) working days after the seventy-two (72) hour deadline.
- Corrections to time sheets shall be invoiced within five (5) working days after notification of the error.
- Agency will provide a monthly usage report by the fifteenth (15th) of each month the via
 e-mail, in a County compatible format. The report must contain the following: contractor
 staff name, reporting county department/supervisor, hourly wage, total hourly billing
 rate, job title, and total monthly hours worked.
- Additionally, the Agency will agree to supply other information the County may need
 to monitor the usage of temporary staffing, including, but not limited to, notifying
 Clark County Public Health immediately when any agency staff is placed in a single
 position or department in excess of one thousand (1,000) hours in any twelve (12) month
 period. The Agency(s) will provide access to applicable records for all required audits.

Changes:

- The Agency is not prohibited from requesting a price increase on its services offered under the contract. The County is not prohibited from requesting a price reduction on those services during the initial term or any subsequent options that the County may agree to exercise. If agreement is reached to extend this contract beyond the initial two (2) year period, either party shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.
- Clark County Public Health may make changes within the general scope of this RFP by giving notice to the Agency(s) and subsequently confirming such changes in writing.
- No changes by the Agency(s) shall be recognized without written approval of Clark County Public Health.

Policies/Procedures:

- In addition to the Agency(s) policies and procedures, the Agency(s) agree to become familiar with relevant Clark County and department policies and ensure temporary healthcare staff adherence to applicable policies.
- The Agency(s) shall implement and follow any necessary procedures to fulfill certain
 position needs, and selection process requirements: driving record check, bonding,
 criminal history checks, and special licensing or certification requirements as outlined
 in the "Scope of Project" section, at no additional cost to Clark County Public Health.
- If requested, the Agency(s) will provide Clark County Public Health's hiring manager
 with a completed Vehicle Use Agreement (not included) form, five (5) year driving
 record, a copy of the Agency staff's valid driver license, and proof of insurance, prior to
 placement.
- Agency(s) may be requested to provide copies of their personnel rules and policies as necessary to ensure compliance with state and federal laws and the provisions of the contract agreed to by the parties.

Continuing Employment:

- Clark County Public Health is not obligated under any circumstances to employ the Agency(s) staff on a full-time basis. The intent is to provide temporary employment only.
- It is not the intent to utilize the Agency(s) as a recruitment service for regular department positions.
- Contractual arrangements between the Agency(s) and its staff do not pertain. No
 contracts between the Agency(s) and its staff will be recognized by or incorporated into
 contracts with Clark County Public Health.
- In the event that an Agency(s) staff is hired into a regular Clark County Public Health department position, no placement fee will be charged by the Agency(s), provided that the staff has been placed with Clark County Public Health for a minimum of ninety (90) calendar days through the Agency(s), or one-hundred eighty (180) calendar days from initial placement, whichever comes first.

2. County Performed Work	Clark County Public Health Project Manager, in consultation with the department's grants and contracts team and program managers as applicable, will be the main point of contact with the vendor for contract negotiations, performance reviews, contract pricing, and discussions involving temporary staffing issues. Individual Clark County Public Health program managers will contact the vendor regarding fulfillment of specific staffing needs and discussions regarding individual performance reviews or issues. Temporary staff placed with Clark County Public Health will complete an on-boarding process to inform them of our current policies and procedures. Contractor's may receive copies of our current policies and procedures upon request.
Deliverables & Schedule	Outlined in "Required Services."
Place of Performance	Contract performance may take place in the County's / Clark County Public Health facilities, the Agency(s) facility, a third-party location or any combination thereof.
5. Period of Performance	A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on the date the party(s) contract is executed and end two (2) years from that date unless extended by written notice prior to the contract termination date.
	Compensation rates for additional option year(s) shall be reviewed prior to extension of the contract. Clark County Public Health also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements to the contract are not being met satisfactorily, solely in Clark County Public Health's judgment.
	Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's staff and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. Clark County project managers have discretion to require the successful Proposer's staff and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.
	Clark County reserves the right to extend the contract resulting from this RFP for a period of ten (10) additional years, in two (2) year increments, with the same terms and conditions, by service of written notice of its intention to do so prior to the contract termination date.
6. Prevailing Wage (When Applicable)	Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350. Proposer shall be either exempt, by having a valid Washington business license for three years or more <u>and</u> completed three or more public works projects <u>or</u> received and completed training on prevailing wage and public works requirements.
	Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the proposal closing date from either of these sites:
	http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
	http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates
	Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.

	A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.
7. Debarred/Suspended	Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.
	All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.
8. Americans with Disabilities Act (ADA) Information	Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.
9. Public Disclosure	This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.
	If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.
10. Insurance/Bond	A. Waiver of Subrogation
	All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.
	B. <u>Proof of Insurance</u> 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 to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

C. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

D. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and nonowned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

E. 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. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must 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. Clark County needs to be listed as additional insured.

F. Medical Liability

The proposer shall obtain, at Proper's expense, and keep in force during the term of this contract a Medical Liability insurance policy to protect against legal and medical liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

G. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.

H. Additional Insured

Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.

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

11. Plan Holders List	All proposers are required to be listed on the plan holders list.
	✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:
	To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview
	If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.
	 Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
Pre-Submittal Meeting	A Pre-Submittal meeting is scheduled for Monday, March 13, 2023 at 10:00 am. Proposer's wishing to attend shall email Roxanne Wolfe at Roxanne.Wolfe@clark.wa.gov and request the meeting link to attend.
Proposal Clarification	Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.
	The deadline for submitting such questions/clarifications is March 15, 2023 by 3:00 pm.
	An addendum will be issued no later than March 17, 2023 to all recorded holders of the RFP 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 proposal.
	Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1
Section IIB	Proposal Submission
Proposals Due	Sealed proposals 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. RFP Number and;
	2. TITLE and;
	3. Name and Address of the Proposer.
	Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.
	Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.
2. Proposal	Proposals must be clear, succinct and not exceed ten (10) pages, excluding resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.
	For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u> .
	The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as

	reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.		
	Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.		
	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, should not be included with each copy unless otherwise specified.		
Section IIC	Proposal Content		
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A		
2. Project Team	Provide a company overview including location		
	Provide an overview of healthcare staffing specialties / services available, and include them on the Attachment F - Price Proposal form		
	3. Identify the number of employees who would be assigned to our contract		
	4. Identify how your organization would structure your support for our organization		
	5. Identify how many other customers this person / team will be managing		
Management Approach	1. How would the Vendor meet the needs of the Clark County Public Health as outlined in Section 1(b), Required Services?		
	2. How would the Vendor handle the variety of Clark County Public Health department's needs?		
	3. How would Vendor establish and maintain a relationship with customers?		
	4. How would Vendor establish and maintain a high level of customer satisfaction?		
Respondent's Capabilities	Provide examples of: billing process; and company policies and practices with regard to recruitment and retention of a diverse workforce.		
	Provide three (3) references (name, phone & email) of customers.		

5.	Project Approach and Understanding	Identify characteristics of your staffing methods and processes that offer superior benefits over your competition.
6.	Proposed Cost	Proposed pricing shall be included in the Price Proposal form, included as Attachment F. Select the positions that your agency offers along with the associated price per hour. The hourly rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis.
7.	Employment Verification	Please refer to section 1A.6. – E-Verify IMPORTANT NOTE: Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: https://clark.wa.gov/internal-services/purchasing-overview

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection				
Evaluation and Selection:	Proposals received in response to this RFP will be reviewed to ensure they are consistent with the specifications and fully conform to the mandatory submittal requirements and demonstrate the capability, reliability, and technical capacity to perform the requirements of the solicitation and subsequent contract.				
	Proposals that pass the initial screening will be evaluated by a Review Committee. The scores will be collected, and apparent awardees will be determined.				
Evaluation Criteria Scoring	Each proposal received in response to the RFP will be objectively evaluated and rated a to a specified point system.	ccording			
	A one hundred (100) point system will be used, weighted against the following crit	teria:			
	Quality and Completeness of Proposal: proposal is organized and easy to understand	10			
	Professional Competency: proposal clearly outlines applicant's ability to meet Clark County Public Health's temporary healthcare staffing needs as outlined in "Required Services"	30			
	Cost: proposal contains clearly outlined pricing for services and is prices competitively for value of services	25			
	Recruitment: proposal demonstrates applicant's ability to recruit and retain a div				
References		10			
	Total Points	100			
Section IIIB	Contract Award				
1. Consultant Selection The County will determine the most qualified proposer based on the evaluation criteria list predetermined weights, the attributes of the Proposers and the overall responsivenes Proposal. If the County does not reach a favorable agreement with the top Proposer, the shall terminate negotiations and begin negotiations with the next qualified Proposer. If the is unable to reach agreeable terms with either Proposer, they may opt to void the Finder of the County does not reach a favorable agreement with the next qualified proposer and the overall responsiveness proposer, they are considered in the county does not reach a favorable agreement with the top Proposer. If the is unable to reach agreeable terms with either Proposer, they may opt to void the Finder of the County does not reach a favorable agreement with the top Proposer. If the is unable to reach agreeable terms with either Proposer, they may opt to void the Finder of the County does not reach a favorable agreement with the top Proposer. If the is unable to reach agreeable terms with either Proposer, they may opt to void the Finder of the County does not reach a favorable agreement with the open county and the county does not reach a favorable agreement with the open county and the county agreement with the open county agreement with t					
	Clark County reserves the right to accept or reject any or all proposals received, to nego any or all prospective contractors on modifications to proposals, to waive formalities, to award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to a contract based on the best interests of the County.	postpone			

2.	Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.			
		The form of the contract shall be Clark County Public Health's contract template, attached hereto as Attachment D.			
3.	Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .			
4.	Orientation/Kick-off Meeting	No specific orientation / kick-off meeting scheduled.			

Attachment A: COVER SHEET

General Information:			
Legal Name of Proposing Firm			
Street Address	City	State	e Zip
Contact Person	Title _		
Phone	Fax		
Program Location (if different than above)			
Email Address			
Tax Identification Number			
Unique Entity Identifier (UEI) Number			
ADDENDUM: Proposer shall acknowledge receipt of Ad	denda by checking the	annronriate hov(es)	
None D 1 D 2 D	<u> </u>	4 D 5 D	6 🗆
NOTE: Failure to do so, shall render		-	
I certify that to the best of my knowledge the ir the legal authority to commit this agency to a c funding levels, and the approval of the Clark Co	contractual agreement.	I realize the final funding for	
Authorized Signature of Proposing Firm		Date	
Printed Name		Title	

Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency			
Street Address			
City	State _		Zip
Contact Person		_Title	
Phone		Fax	
Program Location (if different than above)			
Email Address			

- ➤ All proposers are required to be included on the plan holders list.
- ➤ If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.

Email Letter of Interest to: Koni. Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link: https://clark.wa.gov/internal-services/request-proposal-1

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Attachment C



Clark County, Washington

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name	
Typed Name & Title of Authorized Representative	
Signature of Authorized Representative	 Date
I am unable to certify to the above statements. My	explanation is attached.

PROFESSIONAL SERVICE AGREEMENT HDC.XXXX

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CONTRACTOR

Address, Address 2, City, State, Zip

Service Description: Temporary Healthcare Staffing

Supplier Contract Number: SCN0000XXXX

Contract Name: CCPH Contractor Name Few Words HDC.XXXX

Contract Period: Start Date-End Date

RFP#: RFP XXX Temporary Healthcare Staffing

County Contacts			
Program	Fiscal	Contract	
Name	Name	Name	
360.555.555 email@yahoo.com	360.555.555 email@yahoo.com	360.555.555 email@yahoo.com	

Contractor Contacts			
Program	Fiscal	Contract	
Roxanne Wolfe 360.609.4225 <u>Roxanne.Wolfe@clark.wa.gov</u>	Kayla Mobley 564.397.8235 <u>Kayla.Mobley@clark.wa.gov</u>	Holly Barnfather 360.949.6965 <u>GCT@clark.wa.gov</u>	

By signing below, Clark County, hereinafter reference hereinafter referred to as "Contractor," agree to of this contract.		 uirements
CONTRACTOR:	CLARK COUNTY:	
Contractor Name, Title Date	Kathleen Otto, County Manager	Date
	APPROVED AS TO FORM ONLY:	
	Amanda Migchelbrink Deputy Prosecuting Attorney	Date

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TERMS AND CONDITIONS

WHEREAS, the Contractor has been chosen through a competitive bid process by the County, RFP XXX, and has the expertise to provide temporary healthcare staffing services for, Clark County Public Health; THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Services</u>. The Contractor shall perform services as set forth in Exhibit A.
- 2. <u>Time</u>. The contract shall be effective beginning START DATE and ending END DATE. County reserves the right to extend the contract five (5) two (2) year periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties.
- 3. <u>Compensation</u>. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice, according to the Price Proposal Form set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. County does not guarantee any minimum or maximum amount of work. Contractor covers all costs of travel for Contractor staff placed with County.
 - 3.1. The Contractor will:
 - 3.1.1. Provide accurate, concise, and timely invoices.
 - 3.1.2. Require Contractor staff assigned to County to submit timesheets within seventy-two (72) hours after the end of each work week.
 - 3.1.3. Provide one (1) invoice each week for all services rendered during the prior work week. The invoices shall include:
 - 3.1.3.1. Contractor staff's name
 - 3.1.3.2. Hours worked
 - 3.1.3.3. Hourly reimbursement rate which aligns with the position and price included in the Price Proposal form, included as Exhibit B.
 - 3.1.4. Submit invoices to the County within five (5) working days after receipt of contractor's staff timecard, (within seventy-two (72) hours after the end of each work week).
 - 3.1.4.1. If a timesheet correction is necessary, the Contractor shall submit a corrected invoice to the County within five (5) working days after notification of the error.

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- 4. Price Adjustment. The Contractor is not prohibited from requesting a price increase on its services offered under the contract. The County is not prohibited from requesting a price reduction on those services during the initial term or any subsequent options that the County may agree to exercise. If agreement is reached to extend this contract beyond the initial two (2) year period, either party shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.
- 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 breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. 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. Within fourteen (14) days of any termination, the Contractor shall provide the County will all outstanding invoices for final payment.
- 6. <u>Staff Assignment Termination</u>. If County concludes, in its sole discretion, that any contract staff have engaged in misconduct, or have been negligent County may require the contractor staff to leave the premises and will notify the Contractor immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County may request the dismissal of any contract personnel for any reason. County agrees to notify the Contractor of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County will compensate the Contractor for all staff hours worked prior to staff dismissal.
- 7. <u>Independent Contractor</u>. 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.
- 8. <u>Indemnification/Hold Harmless</u>. The Contractor shall defend, indemnify, and hold the County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent

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acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

9. County Owned Equipment. County agrees to supply Contractor staff with communication devices (e.g., cell phone, pager), as County in its sole discretion, deems necessary to perform the duties as assigned at no cost to Contractor. Electronic equipment may include, but is not limited to, the following items: laptop, desktop and tablet computers, monitors and TV's, cellular devices, projectors, and document and digital cameras along with all associated power cords, cables and connectors (collectively, the "Equipment"). If any Equipment is lost or damaged while on or off County facilities, the Contractor staff must take the following actions: (1) The incident MUST be reported in writing within 24 hours of discovery of the loss to the County via email (2) with incidents of theft, the Contractor staff must also file a report with the local police department, and a copy of the police report must be provided to the supervisor generally within 24 hours of the report filing. The portability afforded by mobile computing, telecommunications and storage devices presents a high risk for theft, unauthorized access, or introduction of malicious software to the County network infrastructure. Contractor is liable to replace the Equipment at its sole cost and expense, and Contractor shall promptly reimburse County for the cost of same. Contractor is responsible for the return of the County owned equipment within two (2) days from the end of an assignment with the County. Contractor may ship equipment to County with equipment insure. Fees to ship and provide insurance for the equipment will be covered by the Contractor. Shipment tracking information and proof of insurance shall be emailed to the current County Contracts contact. Replacement of lost, stolen, or damaged Equipment is at the sole discretion of County. Contractor assumes full financial responsibility to reimburse County for the replacement cost of the Equipment within 30 days from the date County notifies Contractor/staff of its determination. County computers issued to Contractor staff have County-installed standard software which may not be duplicated, transferred, or

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downloaded to any other computer. Additional software may not be installed on the Equipment by Contractor staff. In order to mitigate these risks and protect the network infrastructure, it is imperative that devices receive regular and timely system maintenance and updates. Contractor will reimburse the County for any personal expenses on devices covered by this section.

- 10. 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.
- 11. 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 now or may during the term of this contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract 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.
- 12. <u>Contract Documents</u>. The contract documents included in this contract include, Exhibit A, Statement of Work, Exhibit B, Price Proposal Form, Exhibit C, RFP #851, Exhibit D, Proposal based on RFP #851, and Exhibit E, Immunization Policy. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
- 13. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
- 14. <u>Changes</u>. 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 in writing, signed by both parties, and incorporated in the written amendments to the Contract.

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- 15. Public Records Act. Notwithstanding the provisions of this contract to the contrary, 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 from the public to the Contractor, Contractor shall, within two business days, notify Clark County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.
- 16. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
- 17. <u>Confidentiality</u>. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
- 18. <u>Conflict of Interest</u>. 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. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.

19. Insurance.

- 19.1. Commercial General Liability Insurance. The Contractor specifically confirms and warrants that it has commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. 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.
- 19.2. <u>Medical Liability</u>. The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this contract Medical Liability insurance policy to protect against legal and medical liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000

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- unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.
- 19.3. <u>Automobile</u>. If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If vehicles are not used, Contractor shall, on letterhead, provide a letter to County stating the same.
- 19.4. <u>Waiver of Subrogation</u>. All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 19.5. <u>Worker's Compensation</u>. As required by the industrial insurance laws of the State of Washington.
- 19.6. Proof of Insurance. The Contractor shall provide ACORD certificate(s) which includes the requirements listed above and shall assure that Clark County is listed as an additional insured. All policies must have a Best's Rating of A-VII or better. Failure to provide County proof of insurance within fifteen (15) days upon Contract execution is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.
- 20. <u>Consent and Understanding</u>. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
- 21. <u>Force Majeure</u>. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural

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disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

- 22. <u>Debarment or Exclusion</u>. By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.
- 23. <u>Severability</u>. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

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EXHIBIT A STATEMENT OF WORK

1. Background/Overview.

This contract for temporary healthcare staffing services, is as a result of RFP #XXX, attached hereto as Exhibit C.

- 2. The Contractor agrees to:
 - 2.1. Provide temporary healthcare staffing with the following qualifications and requirements verified and documented by Contractor:
 - 2.1.1. Current WA state license (RN, LPN, MA, CNA) in good standing.
 - 2.1.2. Professional reference checks.
 - 2.1.3. Current Healthcare provider CPR/BLS certifications.
 - 2.1.4. OSHA/HIPAA training, documented by Contractor.
 - 2.1.5. Active driver's license.
 - 2.1.6. Criminal background check.
 - 2.1.7. Employee health screening, not limited to:
 - 2.1.7.1. Pre-employment physical (fit for duty)
 - 2.1.7.2. TB screenings, current fit testing, drug screen
 - 2.1.7.3. Vaccinations as required by County, included as Attachment E.
 - 2.1.8. Completed written exam/competency skills checklist.
 - 2.2. Contractor staff will be required to meet the job description and licensure/certification requirements for the program(s) to which they will be assigned.
 - 2.3. Examples of duties may include, but not limited to:
 - 2.3.1. Infectious disease outbreak investigation and response.
 - 2.3.2. Support for surge capacity and unanticipated extended vacancy positions for a long-term absence that will impact operational capacity e.g., TB/STI.
 - 2.3.3. Provide direct, professional nursing care to a specified population of patients the Public Health setting.
 - 2.3.4. Perform evaluation of new and existing patients to determine priority and suitability of treatment and/or need for modifications.
 - 2.3.5. Maintain confidentiality of patient records (required).
 - 2.3.6. Perform specialized nursing procedures related to the unique needs of a particular patient population.
 - 2.3.7. Oversee and guide the work of other nursing and support staff.

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- 2.3.8. Provide maternal-child health case review and field visits.
- 2.4. Examples of knowledge required for Contractor staff may include, but not limited to:
 - 2.4.1. Knowledge of accreditation and certification requirements and standards.
 - 2.4.2. Knowledge of patient evaluation and triage procedures.
 - 2.4.3. Knowledge of clinical operations and procedures.
 - 2.4.4. Conduct analysis and formulate conclusions.
 - 2.4.5. Identify occurrences, reservoirs, incubation periods, periods of communicability, modes of transmission, signs and symptoms, and susceptibility associated with the infectious disease process.
 - 2.4.6. Interpret laboratory and diagnostic tests.
 - 2.4.7. Differentiate between colonization and infection.
 - 2.4.8. Knowledge of nursing theory and practice.
 - 2.4.9. Protect the privacy and security of protected health information as defined in state and federal law.
 - 2.4.10. Effectively use a personal computer, Microsoft Office software, email, and internet to accomplish job functions.
 - 2.4.11. Effectively and respectfully work with persons from diverse backgrounds including age, color, religion, national or ethnic origin, socioeconomic status, physical characteristics, sex, sexual orientation, gender identity, gender expression, marital status, veteran status, health status, genetic predisposition, political belief, mental, or physical ability.
 - 2.4.12. Accurately document in the record interventions and outcomes.
- 2.5. Preferred one (1) year of foundational experience, verified work history and a minimum of one to two years specialty experience as needed.
- 2.6. Specialty skills may also be requested by the County and would need to be verified by County within the first week of assignment.

3. Policies/Procedures.

- 3.1. Contractor shall implement and follow necessary procedures to meet the requirements outlined in section 2.1 above, to fulfill temporary position needs.
- 3.2. If requested, the Contractor will provide County's hiring manager with a completed, five (5) year driving record, a copy of the Contractor staff's valid driver license, and proof of insurance, prior to placement.

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3.3. County may request Contractor to provide a copy of policies and procedures for Contract staff as needed to ensure compliance with state and federal laws. and the provisions of the contract agreed to by the parties.

4. On-call Requirements.

- 4.1. Contractor must be able to provide qualified temporary healthcare staffing for immediate short-term needs (less than 30 calendar days) within 24 hours of notification, unless additional specialized qualifications required by Clark County Public Health would prohibit adequate staffing within 24 hours or as otherwise agreed in writing.
- 4.2. For assignments of more than 30 calendar days, Contractor must be able to provide a diverse, qualified applicant pool from which County can interview and select a candidate to fit their needs within two (2) business days from the time of request.
- 4.3. The interview/selection process will be completed at the discretion of the County. County reserves the right to obtain services from an alternate provider if these requirements are not met.

5. Scheduling.

- 5.1. If County changes or cancels a scheduled shift less than two (2) hours prior to the start of a shift, County will pay each canceled contract staff member four (4) hours at the established fee for each scheduled staff.
- 5.2. Subject to prior written notification to the Contractor, County may reassign Contractor staff to a different unit, facility, or to a different staff classification within the department if staff satisfy the requisite specialty qualifications.
- 5.3. County will provide Contractor staff with additional orientation regarding the reassigned job duties as necessary.
- 5.4. If Contractor staff are reassigned to a classification that has a different reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification will be paid for as long as the staff continues to work in that classification.

6. Continuity of Service.

- 6.1. It shall be the Contractor responsibility to ensure continuity.
- 6.2. Should a contract staff be absent for a specific assignment period, it shall be the Contractor's responsibility to replace the staff who is absent, at no additional cost to County.

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7. Recruitment.

7.1. In the event that Contractor staff is hired into a position with County, no placement/recruitment fee will be charged by the Contractor, provided that the Contractor staff has been assigned with County for a minimum of ninety (90) calendar days or one-hundred eighty (180) calendar days from initial placement, whichever comes first.

8. Deliverable

- 8.1. Contractor shall provide:
 - 8.1.1. Monthly usage report by the fifteenth (15th) of each month the via e-mail, in a County compatible format.
- 8.2. The report must contain the following:
 - 8.2.1. Contractor staff name
 - 8.2.2. County department/supervisor
 - 8.2.3. Hourly wage
 - 8.2.4. Total hourly billing rate, job title, and total monthly hours worked.
- 8.3. Contractor agrees to supply other information the County may need to monitor the usage of temporary healthcare staffing. This includes, but not limited to:
 - 8.3.1. Notify the County immediately when contractor staff has been placed in a single position or department in excess of one thousand (1,000) hours in any twelve (12) month period. The Contractor will provide access to applicable records for all required audits.

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EXHIBIT B PRICE PROPOSAL FORM



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EXHIBIT D CONTRACTOR PROPOSAL



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EXHIBIT E IMMUNIZATION POLICY



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POLICY

Title: Immunity Requirements

Manager: Alyssa Carlson Program(s): Department Wide

Administrator/Health Officer Signature:

No.: POL 105

Next Review Date: 10/13/2023 Original Date: 12/26/2002

Revision Date: 10/13/2022

Alan Melnick

PURPOSE:

To establish disease immunity requirements for CCPH employees and volunteers. Completion of the requirements outlined in this policy is a condition of work at CCPH. Failure to comply could lead to discipline up to and including termination of employment.

POLICY STATEMENT:

I. Immunity Requirements:

a. All CCPH employees:

- i. Those directly employed by CCPH must show proof of immunity to the vaccine preventable diseases listed in Table 1 within 30 days of their start date. If unable to demonstrate proof of immunity, the employee needs to initiate missing vaccinations or submit an exemption form verified by a health care provider also within 30 days of their start date.
- ii. Subsequent vaccines included in a series should be completed according to ACIP recommendations.¹
- iii. Will be provided with one hour of work time to attend appointments and obtain the required vaccinations and screenings outlined in this policy.
- b. **Temporary employees, students, interns and volunteers with DIRECT patient contact:** must show proof of immunity to the vaccine preventable diseases listed in Table 1 prior of their start date.
- c. Temporary employees, students, interns and volunteers with NO DIRECT patient contact: are exempt from the requirements in this policy.

Table 1. Required Proof of Immunity Options¹

Measles, Mumps, Rubella (MMR)

- Documentation of 2 doses of vaccine, OR
- Laboratory results proving immunity

Tetanus, Diphtheria, Pertussis (Tdap)

- Documentation of 1 dose of Tdap, AND
- Documentation of 1 dose of Td or Tdap every 10 years thereafter

Varicella

- Documentation of 2 doses of vaccine, OR
- Laboratory results proving immunity, OR
- Diagnosis or verification of a history of HZ or varicella disease by a health care provider

Influenza

Documentation of one dose annually

Hepatitis B (required for staff with risk of bloodborne pathogen exposure)

- Documentation of 2 or 3 doses of vaccine depending on vaccine type, OR
- Laboratory results proving immunity

II. Employees and volunteers at risk of bloodborne pathogen exposure:

- a. Identified as being at risk for exposure to bloodborne pathogens must show proof of immunity in advance of engaging in any work that may put them at risk for exposure as defined in WA 296-823².
- b. Must read and know how to access the Clark County Bloodborne Pathogen Exposure and Control plan³.
- c. Will be offered Hepatitis B vaccine or post-vaccine serology at no cost to the employee* at risk of exposure upon hire per WAC 296-823-13005⁴, unless:
 - i. Employee previously received series and antibody testing shows immunity.
 - ii. Employee had prior infection and antibody testing shows immunity.
 - iii. Medical reasons prevent employee from receiving the vaccine.
 - iv. Employee chooses to not receive the vaccine or post-vaccine serology.
 - *Volunteers, students and interns at risk for Hepatitis B are required to provide proof of immunity prior to their start date at CCPH and are not eligible for free Hepatitis B vaccine and serology.
- d. Will be referred to an Occupational Health Clinic for Hepatitis B vaccine or post-vaccine serology. The cost of these services will be covered by CCPH. Employees have the option to go to their own health care provider for Hepatitis B vaccination or post-vaccine serology. Employees who choose this alternative will be responsible for covering the associated costs and must provide verification of all required results to the Immunization Program Public Health Nurse.

- e. Employees who decline to receive the Hepatitis B vaccine must sign the declination statement in the <u>Vaccine Declination Form (POL 105-F1)</u>. An employee may however request the Hepatitis B vaccine later at no cost. CCPH will not be responsible for providing Hepatitis B vaccine or post-vaccine serology following employment separation from CCPH.
- f. Hepatitis B vaccine and post-vaccine serology are not recommended for employees who are not at risk for Hepatitis B through occupational exposure to blood or OPIM. However, vaccine will be provided to all employees who consider themselves to be at risk of occupational exposure to blood or OPIM.

III. Vaccine Exemptions:

- a. All employees have the right to refuse immunization requirements set forth in this document subject to specific requirements contained in the employee's position description and must complete the exemption section of the Vaccine Declination Form (POL 105-F1).
- b. The Health Officer has the authority to exclude un/under-immunized employees from regular duties or from work during outbreaks or other situations that put the employee or the public at risk.
- c. Employees excluded from work will use vacation or leave without pay.

IV. Responsibilities:

a. Managers are responsible for:

- i. Sharing this policy with new employees and volunteers prior to their start date and communicate what information they should bring on their first day of work.
- ii. Ensuring the employees and volunteers who report to them are in compliance with this policy's requirements.
- iii. Identifying employees and volunteers within their program at risk* for exposure to bloodborne pathogens based on job function.
 - *Staff considered at risk for occupational exposure to blood or OPIM include public health nurses, medical assistants, and any staff who perform HIV or Hepatitis C testing; collect blood specimens or other clinical specimens visibly contaminated with blood; give injections or work at the syringe exchange clinic.
- iv. For employees with occupational risk of exposure to bloodborne pathogens or OPIM complete the <u>Occupational Health Referral form (POL-105-F2)</u>.

b. Employees and volunteers are responsible for:

- i. Obtaining the vaccines or proof of immunity outlined in this policy and all costs associated (with the exception of Hepatitis B), unless they are provided in a special clinic sponsored by CCPH.
- ii. Providing proof of immunity documentation to the <u>Immunization Program</u> on their first day of work for review and verification.
- iii. For more information please talk with your manager or the Health Officer.

V. References:

- 1. Recommended Vaccines for Healthcare Workers, CDC, May 2, 2016 (link).
- 2. WAC 296-823: Occupational Exposure to Bloodborne Pathogens (link).
- 3. Clark County Bloodborne Pathogens (*link*).
- 4. WAC 296-823-13005: Make hepatitis B vaccination available to employees (*link*).

VI. Definition of Terms:

CCPH	Clark County Public Health
OPIM	Other potentially infectious material
OSHA	Occupational Safety and Health Administration
WAC	Washington Administrative Code

VII. Employee Education and Training:

Managers will review this policy with all employees, temporary staff, students, interns and volunteers upon hire, and thereafter as needed.

VIII. Revision History:

Date	Item
12/26/2002	Reviewed by Dr. Karen Steingart
04/15/2005	Reviewed by Dr. Justin Denny
01/27/2006	Reviewed by Dr. Justin Denny
10/22/2009	Reviewed by Dr. Alan Melnick
08/02/2011	Approved by Dr. Alan Melnick
12/30/2013	Added links to reports and forms L. Denos
12/20/2014	Revised by Monica Czapla – amended format.
7/29/2015	Revised by Monica Czapla – added varicella requirement, updated
	references, revised content to make more concise and improve flow.
11/1/2017	Revised by M. Czapla. Amended format and policy number,
	requirement section and moved all TB related content to the Public
	Health Airborne pathogen addendum.
4/4/2019	Reviewed by M. Czapla. No changes.
5/4/2019	Revised to remove requirement for philosophical exemptions to meet with the Health Officer. J. Koch
10/15/2021	Reviewed by M. Czapla. Updated Hep B and tetanus
	recommendations, updated forms corresponding to this policy.
10/13/2022	Reviewed by A. Carlson. Updated manager name, link to Clark County
	Bloodborne Pathogens policy, and reference numbers. Added link to
	immunizations program email.

Pricing Proposal Form

Contractor Staff:

Select the positions offered and include the Contractor billing rates per hour:

Offered	Position	Bill Rate
	Physician's Assistant	\$
	Advanced Registered Nurse Practitioner	\$
	Registered Nurse	\$
	Social Worker	\$
	Licensed Practical Nurse	\$
	Certified Nursing Assistant	\$
	Medical Assistant	\$
	Phlebotomist	\$
	Registered Dietician	\$
	Death Investigator	\$
	Autopsy Technician	\$
	Associate Medical Examiner	\$
	Certified Medical Billing and Coding Specialist	\$

Proposed pricing shall be all-inclusive, including payroll taxes, per hour service cost to Clark County Public Health.